

# **Napa County**

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



## **Agenda - Final**

**\*Consolidated**

**Tuesday, May 16, 2023**

**9:00 AM**

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

**Board of Supervisors**

**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](https://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](mailto: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](mailto: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 May 1, 2023, May 2, 2023, and May 8, 2023 regular and special meetings. [23-0794](#)

**Attachments:** [May 1, 2023](#)  
[May 2, 2023](#)  
[May 8, 2023](#)

**4. PRESENTATIONS AND COMMENDATIONS**

- A. Presentation of colors by Napa County Sheriff Honor Guard. [23-0881](#)

- B. Presentation of a proclamation to be received by Napa County Sheriff Oscar Ortiz, designating May 14-20, 2023 as “Police Week” in Napa County. [23-0859](#)

**Attachments:** [Proclamation](#)

- C. Director of Human Resources to introduce new County employees. [23-0848](#)

- D. Presentation of a proclamation to Lynn Perez, Deputy Director of Health and Human Services Agency (HHSA) Self-Sufficiency Services Division (SSSD) declaring May 2023 as “CalFresh Awareness Month” in Napa County. [23-0826](#)

**Attachments:** [Proclamation](#)

- E. Presentation of a proclamation to be received by Fire Chief Mike Marcucci, Chief Brian Ham, Battalion Chief JC Greenberg and Napa Communities Firewise Foundation Chair Christopher Thompson, recognizing May 2023 as “Wildfire Awareness Month” in Napa County. [23-0862](#)

**Attachments:** [Proclamation](#)

**5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS****6. CONSENT ITEMS - SPECIAL DISTRICTS****Napa County Housing Authority**

- A. Auditor-Controller requests acceptance of the internal audit quarterly monitoring report to the Napa County Housing Authority for the quarter ending December 31, 2022. [23-0610](#)

**Attachments:** [Report](#)

- B. Director of Housing and Homeless Services requests adoption of a Resolution regarding the assessments for County Service Area No. 4 [23-0767](#)

(CSA No. 4):

1. Acceptance of the Engineer's Report to provide funding for the farmworker housing centers;
2. Setting a public hearing for June 6, 2023, at 9:30 a.m. to hear protests from affected property owners;
3. Directing the Clerk of the Board to comply with applicable notice requirements for imposition of the proposed assessment; and
4. Designating Alex Carrasco of the Housing & Homeless Services Department as the person to answer questions.

**Attachments:** [Report](#)  
[Resolution](#)

#### **Lake Berryessa Resort Improvement District**

C. District Engineer requests the approval of Plans and Specifications for the Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code. [23-0493](#)

D. District Engineer requests the approval of Plans and Specifications for the Tank 3 Replacement and Distribution System Upgrades Project, LB 20-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code. [23-0589](#)

E. District Engineer requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190141B (LBRID) with Specialized Utility Services Program (SUSP) to extend the term of the contract by one year and increase the total contract amount by \$20,000 for a new maximum of \$347,396 for Fiscal Year 2022-2023. [23-0596](#)

**Attachments:** [Agreement](#)

F. District Engineer requests approval of and authorization for the Chair to sign Agreement No. 230381B (LBRID) with Telstar Instruments for a maximum of \$284,449 for the term May 16, 2023 until one year after completion of the scope of services for the Water and Wastewater Facility SCADA Upgrades Project, LB 22-05. [23-0621](#)

**Attachments:** [Agreement](#)

**Monticello Public Cemetery District**

- G.** Director of Public Works/District Manager requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230118B (MPCD) with Prestige Lawn Care Maintenance to increase the contract's maximum amount for Fiscal Year 2022-23 to \$55,000 from \$35,000 for landscape and irrigation services.

[23-0747](#)

**Attachments:** [Agreement](#)  
[Exhibit A](#)  
[Exhibit B](#)

**Silverado Community Services District**

- H.** District Manager requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc., a California "S" Corporation, for a maximum of \$130,000 for the term July 1, 2022 through June 30, 2023, to provide landscape and irrigation maintenance services for the Silverado Community Services District (SCSD).

[23-0742](#)

**Attachments:** [Agreement](#)

**7. CONSENT ITEMS****Agricultural Commissioner**

- A.** Agricultural Commissioner/Sealer of Weights and Measures requests adoption of a Resolution providing for the following:
1. Accept the Engineer's Report for the Napa County Winegrape Pest & Disease Control District for Fiscal Year 2023-24 and the proposed levy assessment for the district;
  2. Set a Public Hearing for June 6, 2023 at 9:00am to hear protests to the establishment of the proposed assessment;
  3. Direct the Clerk of the Board to comply with the requirements of Article XIII D of the California Constitution with respect to notice requirements for the proposed assessment; and
  4. Designate County staff to answer questions regarding the assessments and protest proceedings.

[23-0668](#)

**Attachments:** [Resolution](#)  
[Engineer's Report](#)

**Auditor-Controller**

- B.** 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 799-000-249-XXX (one Telecom property), pursuant to Revenue and Taxation Code Section 100 and Sections 5096 and 5097. [23-0693](#)
- Attachments:** [Zayo Group Claim for 2018-2019](#)
- C.** Auditor-Controller requests the Board to accept and instruct the Clerk of the Board to file the quarterly report of donations received for the quarter ended March 31, 2023. [23-0701](#)
- Attachments:** [Donations Report](#)
- D.** Auditor-Controller requests the Board to accept, and instruct the Clerk of the Board to file, the internal audit report for County of Napa County-Wide Audit of Procurement Card (P-Card) Program for the period of July 1, 2022 - December 31, 2022. [23-0751](#)
- Attachments:** [Internal Audit Report](#)
- E.** 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 799-000-161-XXX (one Utility property), pursuant to Revenue and Taxation Code Section 100 and Section 5096. [23-0753](#)
- Attachments:** [PG&E Claim for 2018-2019](#)
- F.** Auditor-Controller requests the Board accept, and instruct the Clerk of the Board to file, the Napa Valley Tourism Improvement District Annual Report for the fiscal year ended June 30, 2022. [23-0765](#)
- Attachments:** [Annual Report](#)

**County Counsel**

- G.** County Counsel requests the following (4/5 vote required): [23-0834](#)
1. Approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 210364B with Renne Public Law Group to increase the maximum compensation from \$450,000 to \$750,000 for fiscal year 2022-2023, after which the maximum compensation will revert to \$275,000 per fiscal year, for the provision of legal services related to wage and hour requirements, code enforcement, juvenile dependency appeals, and other matters as agreed; and
  2. Approval of a Budget Transfer, increasing appropriations by \$450,000 in Legal Services for County Counsel (120000-52140) and decreasing Appropriation for Contingency by \$450,000 (1059000-58100).
- Attachments:** [Agreement](#)
- H.** County Counsel requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210390B with the law firm of Rimon P.C., increasing the maximum compensation from \$25,000 to \$50,000 per fiscal year for the provision of specialized legal services related to third-party bankruptcy actions. (4/5 vote required) [23-0837](#)
- Attachments:** [Agreement](#)

**County Executive Office**

- I.** Interim County Executive Officer requests adoption of a Resolution and approval of and authorization for the Chair to sign Agreement No. 230422B with California Department of Water Resources (DWR), for the County to receive \$9 million for multiple local infrastructure projects. [23-0813](#)
- Attachments:** [Resolution](#)  
[Agreement](#)
- J.** Interim County Executive Officer requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 180086B for \$1,380,789 with Napa County Regional Park and Open Space District, update reference to the Special Projects Fund to be known as the Community Investment Fund, and adjust the allocation formula to direct 80% to be used for parks and open space operations and planning, effective July 1, 2023. [23-0819](#)
- Attachments:** [Amendment](#)
- K.** Interim County Executive Officer requests the appointment of Neil Watter to the Napa/Solano Area Agency on Aging Advisory Council representing Napa County, with the term to commence immediately and expire June 30, 2024. [23-0827](#)

**Attachments:** [Neil Watter Application](#)

- L.** Interim County Executive Officer requests the appointment of Daisy Zamora to fill a term to represent Consumer Member on the Napa County Mental Health Board (MHB) with the terms of office to commence immediately and expire on January 1, 2026. [23-0855](#)

**Attachments:** [Zamora Application](#)  
[MHB Recommendation](#)**County Fire Department**

- M.** Deputy County Fire Chief requests the following actions in purchasing a ChemPro X Chemical Detector (4/5 vote required); [23-0864](#)
1. Approval of a Budget Transfer increasing appropriations by \$33,000 in the Fire - Operations (2100000-55400), offset by a decrease in Fire - Operations (2100000-53600); and
  2. Establishment of a capital asset in the amount of \$33,000 for the purchase of a ChemPro X Chemical Detector; and
  3. Authorization to declare Asset No. 27549; ChemPro X Chemical Detector, as surplus and no longer required for public use, remove the item from inventory, and dispose of them at public auction.

**Health and Human Services Agency**

- N. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 180001B with California State University, Fresno Foundation for a new contract maximum of \$104,755; to extend the term of the Agreement to June 30, 2024; and replace Exhibits A and B to reflect the new term and budget to provide HHSA's Child Welfare Services (CWS) staff with mandatory Title IV-E training for Fiscal Year 2023-2024. [23-0605](#)

**Attachments:** [Agreement](#)

- O. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Revenue Agreement No. 210376B with California Government Operations Agency (GovOps) to extend the agreement through June 30, 2024, to continue providing education and vaccinations to the most vulnerable, high-risk populations in Napa County. [23-0608](#)

**Attachments:** [Agreement](#)

- P. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 220165B with Social Change Partners, LLC, for a new maximum of \$105,000; extend the term of the agreement to October 31, 2023; and replace Exhibits A (Scope of Work) and B (Compensation) to reflect these revisions, in order to align with the extended State deadline for Napa County's submission of the comprehensive Title IV-E Prevention Program Plan under the Family First Prevention Services Act of 2018 (FFPSA). [23-0619](#)

**Attachments:** [Agreement](#)

- Q. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170846B with Language Line Services, Inc., for a new contract maximum of \$75,000 and replace the Statement of Work attachment for Fiscal Year 2022-2023, and each subsequent automatic renewal, in order to accommodate a rate change and projected increase of services, for professional interpretation and translation services. [23-0785](#)

**Attachments:** [Agreement](#)

**Housing & Homeless Services – Division of CEO's Office**

- R. Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Agreement No. 230401B with the Association of Bay Area Governments for a maximum of \$102,201 for the term May 16, 2023 through December 31, 2023, to support funding [23-0710](#)



a farmworker needs assessment.

**Attachments:** [Agreement](#)

- S. Director of Housing & Homeless Services requests adoption of a Resolution reserving \$3,000,000 for the Joint Development Partnership for the Napa Pipe 85-unit affordable housing project known as “Sandpiper Place.” [23-0822](#)

**Attachments:** [Resolution](#)

#### **Human Resources – Division of CEO’s Office**

- T. Director of Human Resources requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement 220215B with Public Service Search, L.L.C. for a maximum annual amount of \$144,000 for the term effective May 16, 2023, through June 30, 2023, with an option to extend for two additional years through June 30, 2025, to conduct recruiting services in specialized fields for hard-to-fill classifications. [23-0821](#)

**Attachments:** [Agreement](#)

- U. Director of Human Resources requests approval of and authorization for the Chair to sign Agreement No. 230412B with Self-Insured Services Company d.b.a. Benefit Coordinators Corporation with a maximum amount of \$60,000 for the term of May 16, 2023, through June 30, 2024, with an option to extend for two additional years, to provide specialized administrative services related to COBRA administration and leave of absence/retiree billing. [23-0846](#)

**Attachments:** [Agreement](#)

#### **Information Technology Services – Division of CEO’s Office**

- V. Chief Information Officer requests the following: [23-0803](#)
1. Declare certain items of personal property as surplus and no longer required for public use; and
  2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computer for Classrooms.

**Attachments:** [ITS Donation List](#)

**Library**

- W.** Director of Library Services and Community Outreach requests the following: [23-0694](#)
1. Authorization to accept a donation in the amount of \$7,500 from the Victoria Cooper Revocable Living Trust; and
  2. Approval for the Chair to sign a letter of appreciation in acceptance of the donation.

**Attachments:** [Letter of Appreciation](#)

**Planning, Building and Environmental Services (PBES)**

- X.** Interim Director of Planning, Building and Environmental Services requests adoption of a resolution authorizing the following: [23-0774](#)
1. Submittal of an application to the Department of Resources Recycling and Recovery for a Solid Waste Local Enforcement Agency Grant in the amount of \$18,005 for Fiscal Year 2023-2024; and
  2. Execution of the necessary grant documents by the Interim Director for Planning, Building, and Environmental Services Department.

**Attachments:** [Resolution](#)

**Probation**

- Y.** Chief Probation Officer requests approval and authorization for the Chair to accept grant funding and sign Agreement No. 230409B with the Board of State and Community Corrections for a maximum contract amount of \$463,305 for the term May 1, 2023 through September 30, 2027 to fund the purchase of vehicles, equipment telecommunications and other technology needed to operate a mobile probation service center. [23-0697](#)

**Attachments:** [Agreement](#)

- Z.** Chief Probation Officer requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 180309B with Isadora Asch for a contract maximum of \$48,810 annually for the term July 1, 2023, through June 30, 2024, with one (1) automatic annual renewal, to provide Peer Court Services. [23-0736](#)

**Attachments:** [Agreement](#)

**Public Works**

- AA.** Director of Public Works requests approval of a Budget Transfer for the following regarding the Soscol Ferry Road/Devlin Road Roundabout Project (4/5 vote required): [23-0367](#)

1. Increase appropriation by \$350,000 in the Traffic Mitigation-Airport Industrial budget (Fund 2440, Org 1220050, Object 56100) with the use of its available cash to transfer to Soscol Ferry Road/Devlin Road Roundabout Project budget (Fund 2040, Org 2040500, Project 21060, Object 48200); and
2. Increase appropriation by \$350,000 in Project 21060 budget (Fund 2040, Org 2040500, Object 52310) offset by transfer-in revenue from Traffic Mitigation-Airport Industrial budget.

**Attachments:** [Budget Summary](#)

- AB.** Director of Public Works requests the following actions: [23-0664](#)
1. Award of a contract to Rege Construction of Cloverdale, California for their low base bid of \$906,618 and authorize the Chair to sign the construction contract for the Dry Creek Road MPM 11.6, RDS 23-20 project.

2. Approval of a Budget Transfer for the following (4/5 vote required):
  - a. Increase appropriation by \$458,404 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) with the use of its available fund balance to be transferred to Project 23033 (Dry Creek Road MPM 11.6, Fund 2040, Org 2040500, Object 48200); and
  - b. Increase appropriation by \$458,404 in Project 23033, (Dry Creek Road MPM 11.6, Fund 2040, Org 2040500, Object 52360) budget offset by a transfer-in revenue from the ACO.

**Attachments:** [Budget Summary](#)

- AC.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170684B with Humane Society of Napa County & SPCA, Inc. increasing the contract amount by \$35,000 for a new maximum of \$150,000 and amending the scope of work to include providing in-shelter veterinary care. [23-0705](#)

**Attachments:** [Agreement](#)

- AD.** Director of Public Works requests the following actions regarding the Napa County Facilities Master Planning project: [23-0728](#)
1. Approval of and authorization for the Chair to sign Agreement No. 230400B with M. Arthur Gensler Jr. & Associates, Inc, doing business as Gensler, for a maximum of \$484,819 for

- facilities master planning services; and
2. Approval of a Budget Transfer for the following (4/5 vote required):
    - a. Increase appropriation by \$550,000 in the Accumulated Capital Outlay (ACO) (Fund 3000, Org 3000000, Object 57900) with use of its available fund balance to fund the Napa County Facilities Master Planning Project (Fund 3000, Org 3000560, Project 23045, Object 49900); and
    - b. Increase appropriations by \$550,000 in Project 23045 (Fund 3000, Org 3000560, Object 52310) offset by a transfer-in revenue from ACO.

**Attachments:** [Agreement](#)  
[Detailed Scope of Services](#)

- AE.** Director of Public Works requests the following actions related to the monitoring of a burglary and security alarm control unit for Health & Human Services Child Welfare Services: **23-0731**
1. A waiver of competitive bidding requirements and sole source award of a contract to Frank Purio, dba Silverado Alarm, to provide monitoring of a burglary and security alarm control unit; and
  2. Approval of and authorization for the Chair to sign Agreement No. 230392B with Frank Purio, dba Silverado Alarm, for an annual maximum of \$492.00 for the term of July 1, 2023, through June 30, 2026, with an option for yearly automatic renewals.

**Attachments:** [Agreement](#)

- AF.** Director of Public Works requests the following actions regarding the removal of hazardous woody debris in the Angwin area: **23-0740**
1. Determine that the emergency created by storms does not permit delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code section 22050(a) (4/5 Vote Required); and
  2. Approval of and authorization for the Chair to sign Agreement No. 230411B with the Napa Communities Firewise Foundation for a maximum of \$700,000 for the term May 16, 2023, through June 30, 2024 for debris removal.

**Attachments:** [Agreement](#)  
[Budget Summary](#)

- AG.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 5 to Agreement No. 170474B with Fehr and Peers (F&P) extending the term through June 30, 2024. **23-0773**

**Attachments:** [Agreement](#)

- AH.** Director of Public Works requests the approval of plans and specifications for the “Silverado Trail, Petrified Forest, Whitehall Lane Pavement Repair Project,” RDS 23-13, 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. [23-0793](#)
- AI.** Director of Public Works requests approval of plans and specifications for the “Angwin Area Paving Project”, RDS 22-25, 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. [23-0800](#)
- AJ.** Director of Public Works requests award of the contract for the " Mt. Veeder Road MPM 3.75 Project”, RDS 23-22 to E.E. Gilbert Construction, Inc. of Martinez, California, for their low base bid of \$1,016,792, and authorization for the Chair to sign the construction contract. [23-0801](#)

**Attachments:** [Budget Summary](#)

- AK.** Director of Public Works requests approval of plans and specifications for "East Central Paving Project, Phase Three," RDS 21-25C, 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. [23-0809](#)
- AL.** Director of Public Works requests the following: [23-0825](#)
1. Award of contract for the 2023 Annual Guardrail Repair, RDS 23-09 to Dirt and Aggregate Interchange, Inc. of Fairview, Oregon for their low base bid of \$341,341 and authorization for the Chair to sign the construction contract; and
  2. Approval of a Budget Transfer for the following (4/5 required):
    - a) Increase appropriations by \$458,000 in the SB1 Non-Operating Special Revenue Fund (SB1) (Fund 2440, Org 1220052, Object 56100) with the use of its available fund balance to be transfer to Project 23006 (Fund 2040, Org 2040500, Object 48200); and
    - b) Increase appropriations by \$458,000 in Project 23006 (Fund 2040, Org 2040500, Object 52360) offset by a transfer-in-revenue from SB1.

**Attachments:** [Budget Summary](#)

- AM.** Director of Public Works requests approval of a Budget Transfer [23-0829](#)

increasing appropriations by \$100,000 in the Animal Shelter Operations budget (Fund 5040, Org 5040000, Object 52230-\$50,000, Object 53605-\$25,000, Object 53610-\$25,000), offset by decrease in appropriations for contingency by \$27,378 and available fund balance by \$72,622. (4/5 vote required)

**Risk and Emergency Services (OES) – Division of CEO’s Office**

- AN.** Interim County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to drought conditions that are occurring in Napa County. [23-0716](#)

**Attachments:** [Resolution](#)

- AO.** Interim County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County. [23-0717](#)

**Attachments:** [Resolution](#)

- AP.** Interim County Executive Officer requests the adoption of a Resolution appointing Assistant County Executive Officer Becky Craig as the new County Representative and Safety Officer and ADA Coordinator Alfredo Larrañaga as the Alternate to the Board of Directors to the Public Risk Innovation, Solutions, and Management (PRISM) Board. [23-0818](#)

**Attachments:** [Resolution](#)

**Sheriff**

- AQ.** Sheriff requests approval of the following actions for purchase of a replacement robot: [23-0806](#)
1. Establish of the Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 to purchase a ReconRobotics Throwbot 2 in the amount of \$17,370 in lieu of an Agilemesh Sentinel Camera for \$20,000; and
  2. A waiver of competitive bidding requirements and sole source award to ReconRobotics of Edina, Minnesota for purchase of a ReconRobotics Throwbot 2 in the amount of \$17,370 pursuant to County Ordinance § 2.36.090.

**Treasurer-Tax Collector**

- AR.** Treasurer-Tax Collector requests the adoption of a Resolution to update the authorized signers for the County Treasury Pool’s Local Agency Investment Fund account. [23-0802](#)

**Attachments:** [Resolution](#)

- 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**
- 9. PUBLIC COMMENT**
- 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**

**11. ADMINISTRATIVE ITEMS****County Executive Office**

- A. Interim County Executive Officer, on behalf of the Napa County Arts & Culture Advisory Committee (Committee), requests discussion and action on the Committee's arts and culture grant award recommendations as part of the Community Investment Fund for Fiscal Year 2023-24: [23-0752](#)
1. Award \$139,474 in available funds from the Tourism Arts & Culture Category; and
  2. Award \$166,442 in available funds from the General Arts & Culture Category.
- Attachments:** [Grant Guidelines](#)  
[Tourism Arts & Culture Category Recommendations](#)  
[General Arts & Culture Category Recommendations](#)  
[PowerPoint Presentation \(added after the meeting\)](#)
- B. Interim County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of May 2, 2023, and will request discussion and direction regarding the following requests: [23-0832](#)
1. Invite Generation Housing for Board Presentation on 2024 Affordable Housing Bonds ballot item and consultation services;
  2. Provide update on Affordable Housing Program funding;
  3. Prepare and introduce a safe weapons storage ordinance;
  4. Determine when SB 1226 applies for application of building code to non-permitted construction; and
  5. Provide update on Regional Climate Action Plan funding.
- Attachments:** [Spreadsheet](#)

**Information Technology Services – Division of CEO's Office**

- C. Chief Information Officer, Auditor Controller and Director of Human Resources shall provide a status report regarding the implementation of Financial and Human Capital Management (HCM) Enterprise Resource Planning (ERP) system Tyler Munis. [23-0520](#)
- Attachments:** [PowerPoint Presentation \(added after the meeting\)](#)



**Library**

- D.** Director of Library Services and Community Outreach requests the following actions: [23-0289](#)
1. Appointment of Aisha Rivera to serve as the Poet Laureate for a two-year term to commence May 16, 2023; and
  2. Approval for the Chair to sign a letter of appreciation to Marianne Lyon for her service as past Poet Laureate.
- Attachments:** [Rivera Application](#)  
[Rupprecht Application](#)  
[Soriano Application](#)  
[Triglia Application](#)  
[Guidelines](#)  
[Letter of Recommendation](#)  
[Letter of Appreciation](#)  
[Poet Laureate Poem - Aisha Rivera \(added after the meeting\)](#)

**Public Works**

- E.** Director of Public Works requests adoption of a Resolution regarding the assessment for County Service Area No. 3 (CSA No. 3) for Fiscal Year 2023-24: [23-0613](#)
1. Approve the Service Plan;
  2. Accept Engineer's Report;
  3. Initiate Proposition 218 Ballot Process seeking Property Owners' Approval; and
  4. Set a Public Hearing for July 18, 2023 at 9:00 a.m. for Proposed Assessment Changes.
- Attachments:** [Resolution](#)  
[Engineer's Report](#)

**12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS****Napa Berryessa Resort Improvement District****A. PUBLIC HEARING 9:00 AM - Availability Charge**[23-0627](#)

District Engineer requests the following for the Fiscal Year 2023-24 Availability Charge:

1. Open the Public Hearing to consider any objections or protests with respect to proposed water and sewer availability charges for the Napa Berryessa Resort Improvement District; and
2. Close the Public Hearing and adopt a Resolution to take the following actions:
  - a. Accept the District Engineer's Report for Fiscal Year 2023-24; and
  - b. Approve the imposition of water and sewer availability charges for Fiscal Year 2023-24.

**Attachments:** [Engineer's Report](#)  
[Resolution](#)

**Silverado Community Services District****B. PUBLIC HEARING 9:00 AM - Special Tax and Budget Hearings**[23-0745](#)

District Manager requests the following:

1. Open the Public Hearing to consider any objections or protests with respect to special taxes for the Silverado Community Services District;
2. Close the Public Hearing and take the following actions:
  - a. Accept the Annual Special Tax Report for Fiscal Year 2023-24;
  - b. Adopt a special tax of \$69.78 for a vacant lot; \$139.55 for a condominium and a single family residence - limited services; \$174.44 for a residence on Silver Trail; and \$279.10 for a single family residence receiving full services as provided for in Ordinance T-1 (SCSD); and
  - c. Approve the distribution of the large vacant parcel tax of \$33,824 among the seven parcels as follows: 060-010-001 \$12,614; 060-140-003 \$187.37; 060-450-008 \$445; 061-040-009 \$7,726; 061-040-010 \$5,910; 061-180-002 \$2,000; 061-180-003 \$4,939.

**Attachments:** [Annual Report](#)

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

- A. SET MATTER 9:00 AM - Napa Communities Firewise Foundation [23-0852](#)

Napa Communities Firewise Foundation Chair Christopher Thompson will present to the Board of Supervisors on implementing the Napa County Community Wildfire Protection Plan and other fire risk reduction efforts.

**Attachments:** [PowerPoint Presentation \(added after the meeting\)](#)

**Planning, Building and Environmental Services (PBES)**

- B. PUBLIC HEARING 9:00 AM - Municipal Code Amendments [23-0816](#)

Interim Director of Planning, Building & Environmental Services requests introduction and adoption of an Ordinance to amend the Napa County Municipal Code as follows:

1. Repeal Section 5.36.090 (Appeal Procedure for a License Issued or Denied by the Zoning Administrator After a Public Hearing) of Chapter 5.36 (Temporary Events) of Title 5 (Business Taxes, Licenses and Regulations);
2. Amend Section 18.10.020 (Duties-Specific Subjects) of Chapter 18.10 (Zoning Administrator) of Title 18 (Zoning); and
3. Amend Section 17.24.020 (Transmittal of Map to Recorder) of Chapter 17.24 (Filing Maps with Recorder) of Title 17 (Divisions).

**Attachments:** [Ordinance - Redline](#)  
[Ordinance - Clean](#)

**Agricultural Commissioner**

- C. SET MATTER 9:30 AM - Crop Report [23-0672](#)

Agricultural Commissioner/Sealer of Weights and Measures to present the annual Crop Report for 2022.

**Attachments:** [PowerPoint Presentation \(added after the meeting\)](#)

**Health and Human Services Agency**

- D.** SET MATTER 10:15 AM - MSA Presentation [23-0772](#)

Interim County Executive Officer and Director of Health and Human Services (HHSA) request approval of the review panel's recommendations for Tobacco Master Settlement Agreement (MSA) and General Fund (hereinafter, "Enhanced MSA") grant awards.

**Attachments:** [Exhibit A](#)  
[Exhibit B](#)  
[PowerPoint Presentation \(added after the meeting\)](#)

**Public Works**

- E.** SET MATTER 11:00 AM - Napa County Fairgrounds [23-0727](#)

Director of Public Works requests the Board receive a presentation regarding the Napa County Fairgrounds and provide staff direction as to next steps in determining the future use of the property.

**Attachments:** [Fairgrounds Exhibit](#)

**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.** PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [23-0861](#)  
Title: Interim County Executive Officer

**19. ADJOURNMENT**

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 6, 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, MAY 12, 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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0794

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**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

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### **RECOMMENDATION**

Clerk of the Board requests approval of minutes from the May 1, 2023, May 2, 2023, and May 8, 2023 regular and special meetings.

### **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 May 1, 2023, May 2, 2023, and May 8, 2023 regular and special meetings.



## 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](http://www.countyofnapa.org)

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**Monday, May 1, 2023**

**10:00 AM**

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

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#### **SPECIAL MEETING - CLOSED SESSION**

#### **GENERAL INFORMATION**

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**

**Chair Belia Ramos led the assembly in the Pledge of Allegiance.**

3. **APPROVAL OF MINUTES**

**None**

4. **PRESENTATIONS AND COMMENDATIONS**

**None**

5. **DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**

**None**

6. **CONSENT ITEMS - SPECIAL DISTRICTS**

**None**

## 7. CONSENT ITEMS

**None**

## 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

## 9. PUBLIC COMMENT

**None**

## 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

## 11. ADMINISTRATIVE ITEMS

**None**

## 12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

**None**

## 13. SET MATTERS OR PUBLIC HEARINGS

**None**

## 14. LEGISLATIVE ITEMS

**None**

## 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

**None**

## 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

**None**

## 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

**None**

## 18. CLOSED SESSION

## A. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

**[23-0318](#)**

Title: County Executive Officer

**Closed Session held. No reportable action.**

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,  
TUESDAY, MAY 2, 2023 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board





## Meeting Minutes

### Napa County Board of Supervisors

Joelle Gallagher, District 1  
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](http://www.countyofnapa.org)

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**Tuesday, May 2, 2023**

**9:00 AM**

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

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**\*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

**Former City of American Canyon Fire Chief Michael Cahill led the assembly in the 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](#)**

**Motion Text: Approve Minutes.**

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

**Recusals: None**

**Result: Passed**

## 4. PRESENTATIONS AND COMMENDATIONS

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

**Director of Human Resources Christine Briceño and Interim County Executive Officer David Morrison recognized the County employees with 25 to 29 years of service.**

- 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](#)

**Chair Belia Ramos presented the proclamation.**

**Member of the Napa County Landmarks Board of Directors Shari Kamimori made presentation.**

- 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](#)

**Chair Belia Ramos presented the proclamation.**

**Deputy Director of Health and Human Services Agency Comprehensive Services for Older Adults Kris Brown made presentation.**

**Director of Napa/Solano Area Agency on Aging Elaine Clark made presentation.**

- 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](#)

**Chair Belia Ramos and Supervisor Ryan Gregory presented the proclamation.**

**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 Health and Human Services Agency - Behavioral Health, Cassandra Eslami made presentation.**

## 5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

**Chief Probations Officer Amanda Gibbs made presentation.**

**Discussion held.**

## 6. CONSENT ITEMS - SPECIAL DISTRICTS

None

## 7. CONSENT ITEMS

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

## 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](#)
- Enactment No:** A-230387B

## 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](#)

## 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](#)
- Enactment No:** O-1481

## 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](#)

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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 (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).

[23-0415](#)

**Enactment No: A-220056B Amend. 1**

- 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](#)

**Enactment No: A-230351B**

- 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](#)

**Enactment No:           A-230363B**

- J. 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.

**Enactment No:**            **A-230372B; A-210355B Amend. 2; A-210357B Amend. 2; A-210359B Amend. 2; A-210360B Amend. 2; A-210362B Amend. 2**

**23-0594**

- 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](#)

**Enactment No: A-220359B Amend. 3**

- 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](#)

**Enactment No: A-180245B Amend. 2**

- 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](#)

**Enactment No: A-230104B Amend. 1**

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](#)

**Enactment No: R-2023-61**

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](#)

**Enactment No: A-230345B**

## 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](#)

**Motion Text:** Approve Consent Calendar.

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

**Recusals:** None

**Result:** Passed

**Enactment No:** A-230374B

- 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](#)

**Enactment No:** A-230377B

- 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".



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

**None**

9. PUBLIC COMMENT

**One (1) person spoke during public comment.**

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

## 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.

**Discussion held.**

**Motion Text:** Appoint Ryan Gregory as Delegate and Anne Cottrell as Alternate to the ABAG General Assembly.

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

**Recusals:** None

**Result:** Passed

**Motion Text:** Appoint Belia Ramos as Representative and Ryan Gregory as Alternate to the ABAG Executive Board.

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

**Recusals:** None

**Result:** Passed

## 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.

**Sheriff Oscar Ortiz and Lieutenant Kyle Eddelman made presentation.**

**Discussion held.**

**Motion Text: Approve requested actions.**

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

**Recusals: None**

**Result: Passed**

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

In-Home Support Services Public Authority of Napa County

[23-0591](#)

- A. 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).

**Chair Belia Ramos opened the public hearing.**

**Authority Counsel Sheryl Bratton made presentation.**

**Chair Belia Ramos closed the public hearing.**

**Motion Text: Adopt the Resolution.**

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

**Recusals: None**

**Result: Passed**

**Enactment No: R-2023-01 (IHSS)**

## 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

**Chair Belia Ramos opened the public hearing**

**Motion Text:** Continue the public hearing to June 6,  
2023 Board of Supervisors regular  
meeting at 9:00 a.m.

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

**Recusals:** None

**Result:** Passed

## Planning, Building and Environmental Services (PBES)

- B. PUBLIC HEARING 9:00 AM - Proposed General Plan Amendment:  
Safety Element Update

[23-0637](#)

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.

**Chair Belia Ramos opened the public hearing.**

**Planning, Building, and Environmental Services Supervising Planner Trevor Hawkes made presentation.**

**Discussion held.**

**Direction provided to staff.**

<b>Motion Text:</b>	<b>Continue the public hearing to a later date.</b>
<b>Voting Yes:</b>	<b>Cottrell, Gallagher, Gregory, Pedroza, and Ramos</b>
<b>Recusals:</b>	<b>None</b>
<b>Result:</b>	<b>Passed</b>

## Sheriff

- C. SET MATTER 9:00 AM - Annual Report

[23-0510](#)

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

**Sheriff Oscar Ortiz and Lieutenant Kyle Eddelman made presentation.**

**Discussion held.**

## 14. LEGISLATIVE ITEMS

**None**

**15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS**

**Supervisor Ryan Gregory reported on attending the following meetings:**

**Mt. Veeder community meeting; Napa Valley Transportation Authority (NVTa) meeting; MCE Clean Energy meeting; and Groundwater Sustainability Agency field trip.**

**Supervisor Anne Cottrell reported on attending a Broadband workshop.**

**Vice Chair Joelle Gallagher reported on attending a Climate Action Committee (CAC) meeting.**

**Supervisor Pedroza reported on attending a Napa Valley Transportation Authority meeting to discuss the electric charging systems and for Pacific Gas and Electric to report back with an update on if there is an energy supply to support the effort.**

**Chair Belia Ramos reported on attending a Napa County Fire Academy graduation with Supervisor Anne Cottrell.**

**16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS**

**Supervisor Gallagher requested ways to support the Bay Area Housing Bond, a report on Sonoma County, a discussion on funding for affordable housing and a presentation from St. Helena on their model surrounding the Safety Ordinance be agendized at a future meeting.**

**Supervisor Anne Cottrell request discussion on the next steps for creating a regional Climate Action Plan with the other county jurisdictions be agendized for a future meeting.**

**Supervisor Alfredo Pedroza requested discussion on new legislation regarding bringing unpermitted building construction up to code be agendized for a future meeting.**

**17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS**

**None**

## 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).

**Closed Session held. No reportable action.**

## B. SET MATTER 11:30 AM

[23-0762](#)PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government  
Code Section 54957)

**Closed Session held. No reportable action.**

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

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

**Closed Session held. No reportable action.**

## 19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,  
TUESDAY, MAY 16, 2023 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



## Meeting Minutes

### Napa County Board of Supervisors

Joelle Gallagher, District 1  
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](http://www.countyofnapa.org)

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**Monday, May 8, 2023**

**8:30 AM**

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

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#### **SPECIAL MEETING - CLOSED SESSION**

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**

**Supervisor Belia Ramos led the assembly in the Pledge of Allegiance.**

3. **APPROVAL OF MINUTES**

**None**

4. **PRESENTATIONS AND COMMENDATIONS**

**None**

5. **DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**

**None**

6. **CONSENT ITEMS - SPECIAL DISTRICTS**

**None**



## 7. CONSENT ITEMS

**None**

## 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

**None**

## 9. PUBLIC COMMENT

**None**

## 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

## 11. ADMINISTRATIVE ITEMS

**None**

## 12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

**None**

## 13. SET MATTERS OR PUBLIC HEARINGS

**None**

## 14. LEGISLATIVE ITEMS

**None**

## 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

**None**

## 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

**None**

## 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

**None**

## 18. CLOSED SESSION

## A. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

[23-0319](#)

Title: County Executive Officer

**Closed Session held. No reportable action.**

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,  
TUESDAY, MAY 16, 2023 AT 9:00 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](http://www.countyofnapa.org)  
Main: (707) 253-4580

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0881

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**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Napa County Sheriff Honor Guard

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### **RECOMMENDATION**

Presentation of colors by Napa County Sheriff Honor Guard.



# Napa County

## Board Agenda Letter

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

**Agenda Date:** 5/16/2023

**File ID #:** 23-0859

---

**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 14-20 as Police Week

---

### **RECOMMENDATION**

Presentation of a proclamation to be received by Napa County Sheriff Oscar Ortiz, designating May 14-20, 2023 as "Police Week" in Napa County.

### **EXECUTIVE SUMMARY**

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. The designation of Police Week encourages communities to pay special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

### **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**

Since the first recorded line of duty death in 1786, over 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including the line of duty death of Napa

County Sheriff's Reserve Deputy James Healy on May 25, 1980. In 2022, 245 law enforcement officers died in the line of duty across the United States, eight of which were in the State of California; and thus far in 2023, there have been 37 line of duty deaths in the United States, two of which were in the State of California.

Police Week is organized by the National Law Enforcement Officers Memorial Fund, Fraternal Order of Police/Fraternal Order of Police Auxiliary (FOP/FOPA) and the Concerns of Police Survivors (C.O.P.S.) and supported by law enforcement agencies across the country.

# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Police Week – May 14-20, 2023

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the current dedicated members of the Napa Sheriff's Office; and

**WHEREAS**, since the first recorded line of duty death in 1786, over 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including the line of duty death of Napa County Sheriff's Reserve Deputy James Healy on May 25, 1980; and

**WHEREAS**, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as **National Police Week**; and

**WHEREAS**, **National Police Week** pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

**WHEREAS**, in 2022, 245 law enforcement officers died in the line of duty across the United States, eight of which, were in the State of California, and thus far in 2023, there have been 37 line of duty deaths in the United States, two of which, in the State of California; and

**WHEREAS**, our local Sheriff's Deputies, their families, and the members and families of all local law enforcement agencies mourn any loss of life, however, line of duty deaths are a somber reminder of the dangers of the profession; and

**WHEREAS**, the Napa County Sheriff's Office Honor Guard attends memorial services and funerals around the state to represent our community and to show support for the families of fallen officers; and

**WHEREAS**, it is important for all members of the community to know and understand the duties, responsibilities, dangers, and sacrifices made by peace officers in safeguarding life and property in Napa County for residents and visitors alike; and

**NOW, THEREFORE, BE IT PROCLAIMED**, that this Board of Supervisors, County of Napa, State of California, on this 16<sup>th</sup> day of May 2023, does hereby recognize **May 14-20, 2023 as Police Week in Napa County**. We call upon all members of the community to join us in honoring and extending gratitude to law enforcement officers, past and present, for their loyal service and devotion to their responsibilities, and their invaluable contributions toward preserving the rights, security, and freedoms of all members of this community even in the face of ever-changing challenges.

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:** 5/16/2023

**File ID #:** 23-0848

---

**TO:** Board of Supervisors  
**FROM:** Christine Briceño - Director of Human Resources  
**REPORT BY:** Jeanette Perry - Human Resources Service Specialist  
**SUBJECT:** Introduction of New Employees

---

### **RECOMMENDATION**

Director of Human Resources to introduce new County employees.

### **EXECUTIVE SUMMARY**

Offered once a month, this presentation includes an introduction of the previous month's newly hired employees to the Board.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: N/A

### **BACKGROUND AND DISCUSSION**

New Napa County employees participate in New Hire Enrollment with Human Resources staff on their first day. The new employees complete required paperwork, fingerprinting, safety training, and technology training. Today's introduction to the Board of Supervisors typically occurs in the second month of employment, and offers new employees the opportunity to meet the Board in-person.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0826

**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 CalFresh Awareness Month in Napa County

### **RECOMMENDATION**

Presentation of a proclamation to Lynn Perez, Deputy Director of Health and Human Services Agency (HHSA) Self-Sufficiency Services Division (SSSD) declaring May 2023 as "CalFresh Awareness Month" in Napa County.

### **EXECUTIVE SUMMARY**

This proclamation is being presented as part of the County's participation in CalFresh and its commitment to promote healthy and accessible food choices.

### **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**

CalFresh, known federally as Supplemental Nutrition Assistance Program (SNAP), was established in its modern form by the Food Stamp Reform Act of 1977, as a supplemental nutrition program for families and



individuals to increase food budgets, improve participant's access to fresh and healthy food, and education on healthier choices. CalFresh is the largest food program in California and federally mandated and is state-supervised and county-operated.

Napa County is committed to bringing awareness, dispelling myths, and supporting community members in participation in the CalFresh program.

# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## CalFresh Awareness Month – May 2023

**WHEREAS**, CalFresh, California’s version of the Federal Supplemental Nutrition Assistance Program (SNAP), is the largest food program in California and provides an essential hunger safety net through monthly food assistance to qualifying households in Napa County; and

**WHEREAS**, from January 2019 to April 2023, the number of Napa County households receiving CalFresh benefits more than doubled, increasing from 2,682 to 5,339 households; and

**WHEREAS**, food security is the foundation of a strong and healthy community; and

**WHEREAS**, CalFresh improves the health and well-being of qualified households by increasing access to healthy and nutritious foods; and

**WHEREAS**, Napa County, alongside a host of community-based organizations, consistently works to strengthen our local food system by recognizing that CalFresh plays a significant role in building an economically stable environment for individuals and families to thrive; and

**WHEREAS**, CalFresh is accepted at farmers’ markets, which supports access to fresh fruit and vegetables, and the Market Match program allows a CalFresh household to extend the value of its benefits; farmers’ markets will double the value of purchases made; and

**WHEREAS**, in addition to food benefits, CalFresh provides nutrition education, employment and training services, and expanded support during disasters; and

**WHEREAS**, throughout the month of May, a series of outreach events and social media alerts are designed to increase public awareness of CalFresh, dispel myths, and encourage eligible individuals and families to apply.

**NOW, THEREFORE, BE IT PROCLAIMED**, that this Board of Supervisors, County of Napa, State of California, on this 16<sup>th</sup> day of May 2023, does hereby recognize **May 2023 as CalFresh Awareness Month** in Napa County, and in doing so, we urge all members of the community to support efforts toward increasing awareness of, and participation in, the CalFresh program.

Belia Ramos, Chair

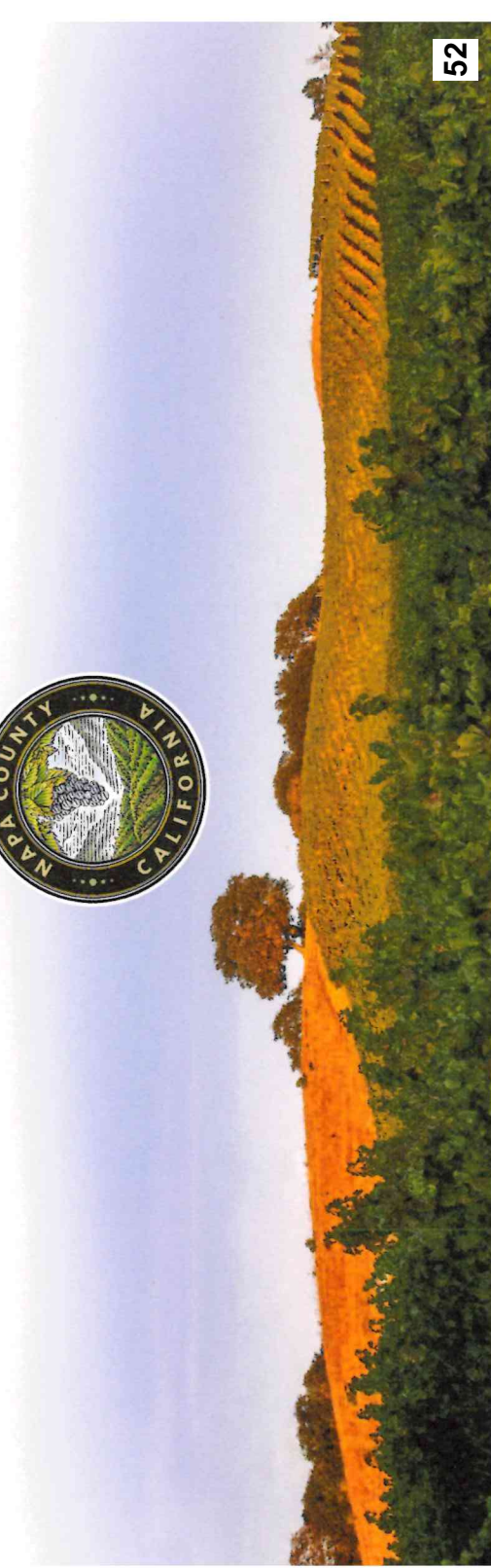
Joelle Gallagher, Vice Chair

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:** 5/16/2023

**File ID #:** 23-0862

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**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 Wildfire Awareness Month

---

### **RECOMMENDATION**

Presentation of a proclamation to be received by Fire Chief Mike Marcucci, Chief Brian Ham, Battalion Chief JC Greenberg and Napa Communities Firewise Foundation Chair Christopher Thompson, recognizing May 2023 as "Wildfire Awareness Month" in Napa County.

### **EXECUTIVE SUMMARY**

Here in Napa County, we have learned firsthand that that firefighting alone cannot protect us completely. Every resident and property owner, especially those of high fire-risk areas, have an important role to play in preventing the loss of life and property in the event of wildfire. This month, we must all do our part to raise public awareness of the fire season that is already upon us, and take the necessary steps to protect lives, homes, families and property in the event of a wildfire.

In conjunction with Wildfire Awareness Month, the Napa County Office of Emergency Services, County Executive Office, Napa County Fire Department, CAL FIRE and Napa Communities Firewise Foundation, have intensified their continuing efforts to educate residents and property owners on the steps they should be taking to prepare for wildfire. This life (and property) saving information can be found at [ReadyNapaCounty.org](http://ReadyNapaCounty.org) and [Fire.Ca.gov/prepare](http://Fire.Ca.gov/prepare).

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? No

County Strategic Plan pillar addressed: Vibrant and Sustainable Environment

### **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**

Over the last five years, California has experienced seven of the deadliest wildfires, twelve of the largest wildfires, and thirteen of the most destructive wildfires in state history. Over 5.5 million acres have burned, more than 37,000 structures have been destroyed, and tragically, more than 160 lives have been lost.

Wildfires are a natural, periodic occurrence in California. Many native species depend on cyclical fires for survival. To continue to enjoy the economic and recreational benefits of our rural and wilderness lands, we must strive to achieve a balance between California's fire ecology and the need to protect human life and property.



# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Wildfire Awareness Month – May 2023

**WHEREAS**, over the last five years, California has experienced seven of the deadliest wildfires, twelve of the largest wildfires, and thirteen of the most destructive wildfires in state history. Over 5.5 million acres have burned, more than 37,000 structures have been destroyed, and tragically, more than 160 lives have been lost; and

**WHEREAS**, eleven million people – approximately a quarter of the state’s population – live in high fire-risk areas, including the Wildland Urban Interface. As a result of increased vegetation from spring rains, as hotter, dryer weather approaches, fire danger is anticipated to be high in 2023. Public education and up-to-date regional emergency planning are key to making communities more resilient to the impacts of wildfire and other extreme weather events; and

**WHEREAS**, wildfires are a natural, periodic occurrence in California. Many native species depend on cyclical fires for survival. To continue to enjoy the economic and recreational benefits of our rural and wilderness lands, we must strive to achieve a balance between California’s fire ecology and the need to protect human life and property; and

**WHEREAS**, here in Napa County, we have learned firsthand that that firefighting alone cannot protect us completely. Every resident and property owner, especially those of high fire-risk areas, have an important role to play in preventing the loss of life and property in the event of wildfire. This month, we must all do our part to raise public awareness of the fire season that is already upon us, and take the necessary steps to protect lives, homes, families and property in the event of a wildfire; and

**WHEREAS**, in conjunction with **Wildfire Awareness Month**, the Napa County Office of Emergency Services, County Executive Office, Napa County Fire Department, CAL FIRE and Napa Communities Firewise Foundation, have intensified their continuing efforts to educate residents and property owners on the steps they should be taking to prepare for wildfire. This life (and property) saving information can be found at [ReadyNapaCounty.org](https://ReadyNapaCounty.org) and [Fire.Ca.gov/prepare](https://Fire.Ca.gov/prepare).

**NOW, THEREFORE, BE IT PROCLAIMED**, that this Board of Supervisors, County of Napa, State of California, on this 16<sup>th</sup> day of **May 2023**, does hereby recognize **May 2023 as Wildfire Awareness Month** in Napa County, and in doing so, we strongly urge all residents and property owners to understand and maintain appropriate property vegetation management and defensible space, harden their homes, have an evacuation plan, put together a go-bag of emergency and personal items and stay vigilant and informed.

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

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

Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0610

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze, Auditor-Controller  
**REPORT BY:** Paul Phangureh, Internal Audit Manager  
**SUBJECT:** Acceptance of the Internal Audit Quarterly Monitoring Report for Napa Housing Authority for the Quarter Ended December 31, 2022

### **RECOMMENDATION**

Auditor-Controller requests acceptance of the internal audit quarterly monitoring report to the Napa County Housing Authority for the quarter ending December 31, 2022.

### **EXECUTIVE SUMMARY**

Based on our review, we believe that California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ending December 31, 2022.

### **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**

Napa County Housing Authority (Authority), a public housing authority established pursuant to California Health and Safety Code section 342000 et seq., is the owner of three farm worker housing centers (Centers) located in Napa County:

1) River Ranch, located at 1109 Silverado Trail, St. Helena

- 2) The Calistoga Center, located at 3996 N. St Helena Highway, Calistoga
- 3) The Mondavi Center, located at 5585 Silverado Trail, Napa

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is \$15 per day. The Contractor is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed \$250. The Centers' Managers are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy reports and rent reports. The Contractor is also responsible for the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2022-2023.

The requested action today is for the Board's acceptance of the internal audit quarterly monitoring report for the Napa County Housing Authority for the quarter ended December 31, 2022. The attached report was provided to the Housing Commission for review on April 26, 2023.



# Quarterly Monitoring Napa County Housing Authority

For the Quarter Ended December 31, 2022

Report Date: April 4, 2023

Napa County

Auditor-Controller

Internal Audit Report



A Tradition of Stewardship  
A Commitment to Service

Tracy A. Schulze, CPA  
Auditor-Controller



## Table of Contents

	<u>Page</u>
Executive Summary .....	1
Background and Authority.....	2
Objective and Scope.....	3
Procedures.....	3
Conclusion .....	4
Exhibit A – Accounts Receivable Schedule .....	5
Exhibit B – Prepaid Schedule .....	6

## Engagement Team

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



A Tradition of Stewardship  
A Commitment to Service

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

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[www.countyofnapa.org](http://www.countyofnapa.org)

**Tracy A. Schulze**  
Auditor-Controller

April 4, 2023

Napa County Housing Authority  
Napa, CA

### Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa County Housing Authority (Authority) for the quarter ended December 31, 2022.

We conducted our review 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.

Based on our review, we believe that overall California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended December 31, 2022.

This report is a matter of public record and is intended solely for the information and use of the Napa County Housing Commission's Commissioners, Authority's Board of Directors, Napa County's Board of Supervisors, County Executive Officer, and CHDC's management.

I want to thank the internal audit team, CHDC and the Authority's staff for their expertise and professionalism in conducting this engagement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tracy A. Schulze".

Tracy A. Schulze, CPA  
Auditor-Controller

## Quarterly Monitoring Napa County Housing Authority For the Quarter Ended December 31, 2022

### Background and Authority

Napa County Housing Authority (Authority), a public housing authority established pursuant to California Health and Safety Code section 342000 et seq., is the owner of three farm worker housing centers (Centers) located in Napa County:

- 1) River Ranch, located at 1109 Silverado Trail, St. Helena
- 2) The Calistoga Center, located at 3996 N. St Helena Highway, Calistoga
- 3) The Mondavi Center, located at 5585 Silverado Trail, Napa

The Authority is focused primarily on addressing the need for safe and affordable housing for farm workers, particularly those in the migrant/seasonal category who, in turn, support the agricultural industry of Napa County.

The Napa County Housing Commission (NCHC), an advisory body to the Authority and Napa County's Board of Supervisors, was reconstituted in late 2015 to expand its focus from overseeing the three Centers to including reviews of any project requesting funding from the County's Affordable Housing Fund.

The Authority has an Agreement with California Human Development Corporation (CHDC), a nonprofit corporation, to manage the day-to-day activities at the Centers. CHDC has designated employees, who are the Centers' Managers and a Fiscal Analyst, to be responsible for collection of lodger fees in accordance with the rates and policies established by the Authority's Board of Directors. The current rate for lodgers is \$15 per day. The Contractor is required to maintain lodger files, which contain a rental agreement, lodger photo ID, and verification of employment in agriculture. The Centers' Managers can maintain petty cash funds not to exceed \$250. The Centers' Managers are responsible for making timely deposits for any cash collected from the lodgers. The Fiscal Analyst maintains occupancy reports and rent reports. The Contractor is also responsible for the upkeep and maintenance of the facilities.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2022-2023.



**Quarterly Monitoring  
Napa County Housing Authority  
For the Quarter Ended December 31, 2022**

**Objective and Scope**

The primary objective of this engagement was to determine if CHDC is complying with the policies and procedures established by the Authority's Board of Directors. The scope includes a review of CHDC's and Authority's records for the quarter ended December 31, 2022.

**Procedures**

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

**1. Revenues**

- a. Reconciled general ledger lodger and staff rent revenues to CHDC's records

**2. Accounts Receivable**

- a. Reported accounts receivable for lodgers, departed over/under 18 months
- b. Reported accounts receivable for current delinquent lodgers over/under \$420 (\$15 daily rate x 30 days)
- c. Reported recommended accounts receivable write-offs schedule by each center including lodger count

**3. Prepaids**

- a. Reported prepaids for lodgers, departed over/under 18 months
- b. Reported prepaids for lodgers with current prepaid balances
- c. Reported recommended prepaid write-offs schedule by each center including lodger count

**4. Deposits**

- a. Verified receipts are in numeric sequence
- b. Verified receipts are entered correctly on the rent reports on a sampling basis
- c. Verified bank deposits are processed timely when revenue exceeds \$1,500
- d. Verified lodger rent agrees with number of bed days on receipt
- e. Verified receipts are accurate (i.e., signature, method of payment, lodger number or voided properly)
- f. Verified lodger rent was not paid in arrears

**5. Donations** Verified donation letter or receipts for all donations receive

## Quarterly Monitoring Napa County Housing Authority For the Quarter Ended December 31, 2022

### Conclusion

Based on our review, we believe that overall CHDC was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended December 31, 2022. This report contains one observation, recommendation, and includes a response from the Authority's management to improve CHDC's compliance with the policies and procedures established by the Authority's Board of Directors.

### 1. Deposit Receipt Recording Errors

#### **Observation**

We tested at least 20% of deposits from each center including at least one deposit each month from each center. If an error was found, we tested 40% of the center's deposits for the quarter. While River Ranch and Calistoga had no deposit recording errors, we did note two errors for Mondavi Center.

We tested 4 out of 10 deposits and noted the following errors on 1 deposit:

- Deposit (11/14/2022) - Mondavi Center
  - Receipt (#164798):
    1. Refunded; however, there was no reference to the original receipt number.
    2. The nights refunded were for dates 10/27/22 – 10/31/22 (5 days x \$15 per night = \$75). Actual refund given was \$60. The refund was underpaid by \$15.

#### **Recommendation**

The Authority should review with CHDC's staff the "Lodging Revenue and Deposit" policy and procedures approved by the Authority's Board of Directors on March 17, 2009 as well as provide additional training to staff on how to properly record lodger transactions including verifying the number of room nights.

#### **Authority's Response**

A management staff-level departure at CHDC resulted in reduced training and oversight with Center Managers during the quarter ending December 31, 2022. The Authority agrees with the recommendation and will work with senior CHDC staff to implement additional training and oversight protocols to address the recommendation as soon as possible.

**Quarterly Monitoring  
Napa County Housing Authority  
For the Quarter Ended December 31, 2022**

**Exhibit A**

**Accounts Receivable Schedule**

<b>Category</b>	<b>Amounts</b>
Lodgers, departed for at least 18 months	
<b>Total Recommended A/R Write-Offs</b>	\$ 3,290
Lodgers, departed less than 18 months	3,000
Lodgers, current delinquent tenants with at least \$420 balance due	-
Lodgers, current tenants with less than \$420 balance due	-
<b>Total Accounts Receivable</b>	<u><u>\$ 6,290</u></u>

**Recommended Accounts Receivable Write-offs**

*(Lodgers, departed for at least 18 months)*

<b>Center</b>	<b>Lodger Count</b>	<b>Amounts</b>
River Ranch	5	\$ 1,092
Mondavi	18	2,198
Calistoga	-	-
<b>Total Recommended A/R Write-offs</b>	<u><u>23</u></u>	<u><u>\$ 3,290</u></u>

**Quarterly Monitoring  
Napa County Housing Authority  
For the Quarter Ended December 31, 2022**

**Exhibit B**

**Prepaid Schedule**

<b>Category</b>	<b>Amounts</b>
Lodgers, departed for at least 18 months	
<b>Total Recommended Prepaid Write-Offs</b>	<b>\$ 698</b>
Lodgers, departed less than 18 months	89
Lodgers, current tenants with prepaid balances	192
<b>Total Prepays</b>	<b>\$ 979</b>

**Recommended Prepaid Write-offs**  
*(Lodgers, departed for at least 18 months)*

<b>Center</b>	<b>Lodger Count</b>	<b>Amounts</b>
River Ranch	10	\$ 350
Mondavi	4	336
Calistoga	1	12
<b>Total Recommended Prepaid Write-Offs</b>	<b>15</b>	<b>\$ 698</b>





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0767

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**TO:** Housing Authority Commissioners

**FROM:** Jennifer Palmer, Director of Housing and Homeless Services

**REPORT BY:** Alex Carrasco, Staff Service Analyst

**SUBJECT:** Adoption of a Resolution Accepting the Engineer's Report and Setting a Public Hearing on the Imposition of Assessments for County Service Area No. 4

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### **RECOMMENDATION**

Director of Housing and Homeless Services requests adoption of a Resolution regarding the assessments for County Service Area No. 4 (CSA No. 4):

1. Acceptance of the Engineer's Report to provide funding for the farmworker housing centers;
2. Setting a public hearing for June 6, 2023, at 9:30 a.m. to hear protests from affected property owners;
3. Directing the Clerk of the Board to comply with applicable notice requirements for imposition of the proposed assessment; and
4. Designating Alex Carrasco of the Housing & Homeless Services Department as the person to answer questions.

### **EXECUTIVE SUMMARY**

The recommended action commences the process necessary for County Service Area No. 4 to impose assessments on qualifying property owners for Fiscal Year 2023-2024. The assessments are imposed to provide funding for the three farmworker housing centers (Calistoga, Mondavi and River Ranch). Adoption of the resolution accepts the required Engineer's Report and sets a date for the next public hearing to hear any objections to the assessment. In 2022, an election was held at which the property owners who are subject to the assessments reauthorized the assessments for an additional five-years, and up to a maximum of \$15 per planted acre per year. The proposed assessment for Fiscal Year 2023-2024 is \$13 per planted acre.



**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Assessments are levied on qualifying property owners who have one acre or more of planted vineyards. The proposed assessments fund the farmworker housing activities and are budgeted in CSA No. 4. Currently, State legislation expressly defines that no assessment shall be greater than \$15.00 per planted vineyard acre per year. Per the Engineer's Report, for Fiscal Year 2023-24 there are 45,251 assessable planted vineyard acres. Assessing the 45,251 acres at the maximum allowed rate of \$13.00 per acre equals \$588,263, which is approximately 32% of the full cost to operate the 3 housing centers, \$1,829,882. The difference in cost is covered through farmworker rents and other contributions.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The proposed assessments fund the farmworker housing activities of CSA No. 4.
Consequences if not approved:	The proposed assessments fund the farmworker housing activities of CSA No. 4. If assessments are not imposed, CSA No. 4 would not have sufficient funding for the next five years.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by CEQA Guidelines section 15378 (14 CCR 15378) because the activity will not result in a direct or reasonably foreseeable indirect change to the environment.

**BACKGROUND AND DISCUSSION**

In 2002, the Board of Supervisors established County Service Area No. 4 (CSA No. 4) to provide funding for farmworker housing programs. Subsequently, owners of parcels of real property containing one or more acres of planted vineyards approved an annual assessment not to exceed fifteen dollars (\$15.00) per year to provide such funding. The duration of the approval of the assessments is for five years as provided in Government Code section 25213.2, with the present five-year period expiring June 30, 2027.

Adoption of the resolution will implement the actions necessary to obtain qualifying property owners' approval to impose the assessment for the next year. As required, an Engineer's Report is submitted for acceptance. The report calls for a per acre levy of \$13.00 for Fiscal Year 2023-2024.

The Napa County Housing Commission, in its role as the CSA No. 4 Advisory Committee, has concurred with

the Report's recommendation. The funds collected under the CSA No. 4 assessment program will be utilized to provide funding to assist the Napa County Housing Authority in its operation of the three farmworker housing centers known as River Ranch, Calistoga and Mondavi.

The proposed resolution calls for a public hearing on June 06, 2023, at 9:30 a.m., at which time the Board will consider imposing the assessment for Fiscal Year 2023-2024.

**COUNTY OF NAPA  
FARMWORKER HOUSING  
CSA No. 4 ASSESSMENT DISTRICT**

**ENGINEER'S REPORT**  
**Fiscal Year 2023/24**



***May 4, 2023***

**Prepared for:  
Board of Supervisors  
County of Napa,  
California**

# TABLE OF CONTENTS

---

Certificates..... 1

Engineer's Statement..... 2

**Engineer's Report:**

EXHIBIT A: Project Description ..... 3

EXHIBIT B: Estimate of Cost ..... 4

EXHIBIT C: Method of Apportionment..... 5

EXHIBIT D: Map of District ..... 7

EXHIBIT E: Assessment Roll ..... 8

## CERTIFICATES

The undersigned respectfully submits the enclosed report as directed by the Board of Supervisors.

Dated: May 4, 2023

TERRANCE E. LOWELL,  
for Kristin Lowell Inc.,  
Engineer of Work

By Terrance E Lowell

I HEREBY CERTIFY that the enclosed Engineer's Report was filed with me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

Neha Hoskins, Clerk of the Board, Napa County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Engineer's Report was approved and confirmed by the  
Board of Supervisors, County of Napa, California, on the \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

Neha Hoskins, Clerk of the Board, Napa County, California

By \_\_\_\_\_

## ENGINEER'S STATEMENT

This Report is prepared, as directed by the Board of Supervisors, pursuant to Article XIID of the State Constitution (Proposition 218).

The proposed public improvements will provide funding for migrant farmworker housing in the County of Napa CSA No. 4 area. Housing accommodations are provided at the Calistoga Center, Mondavi Center, and the River Ranch Center.

The estimated budget for the proposed improvements for this year is set forth in Exhibit B. The annual assessment amount is set each year by the Napa County Board of Supervisors. As discussed below, in 2017, the State Legislature approved an amendment to Government Code Section 25210.4h to increase the maximum assessment to \$15.00 per planted vineyard acre, if needed. For FY 2023/24 the assessment is \$13.00 per planted vineyard acre. Funding for the proposed improvements is derived from a property-based assessment of each eligible parcel in the CSA No. 4 area, in conjunction with rents collected at the centers. A detailed description of the methodology for determining the special benefit assessment for each parcel is set forth in Exhibit C.

This report includes the following attached exhibits:

**EXHIBIT A:** A description of the proposed project.

**EXHIBIT B:** The estimate of the cost of the improvements.

**EXHIBIT C:** A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the improvements.

**EXHIBIT D:** A map showing all the parcels of real property within CSA No. 4.

**EXHIBIT E:** An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district.



Respectfully submitted,

TERRANCE E. LOWELL, P.E.  
Engineer of Work

## EXHIBIT A: PROJECT DESCRIPTION

Within Napa County, there are three publicly owned or operated farmworker housing centers; the Calistoga Center, the Mondavi Center, and the River Ranch Center ("Centers"). In 2007, the Napa County Housing Authority ("NCHA") took over the responsibility for the overall management and operation of these housing Centers, and in April 2008, the NCHA acquired ownership of the Centers. For fiscal year 2023/24, the NCHA will subcontract the day-to-day administration of the centers to the California Human Development Corporation, which has extensive experience providing services to migrant farmworkers throughout California.

The Centers each have 60 beds, for a total of 180 beds. The Centers serve the important functions of providing safe, clean and affordable housing and meals for persons employed in agriculture in Napa County. Under state law, County Service Area No. 4 assessment funds may only be used for the following activities:

1. Providing maintenance and operations for farmworker housing owned or leased by a local governmental agency.
2. Acquiring farmworker housing.
3. Building farmworker housing.
4. Leasing farmworker housing.

## HISTORY

County Service Area No. 4 was formed in 2002 under the provisions of Government Code section 25210.4h. It provided a mechanism for owners of land containing at least one acre of planted vineyards to be assessed at \$10.00 per planted vineyard acre per year to provide housing accommodations for farmworkers in Napa County. In 2017, the State Legislature approved an amendment to Government Code Section 25210.4h (now Government Code Section 25213.2) to increase the annual maximum assessment to \$15.00 per planted vineyard acre, if needed. The annual assessment rate per planted vineyard acre may increase by \$1.00 each fiscal year until the \$15.00 maximum assessment allowed. In addition, as the assessment rate per planted vineyard acre increases \$1.00 per year so will the tenant rental rate increase by \$1.00 per day until the maximum assessment equals \$15.00. The table below summarizes the assessment rates and subsequent tenant rental rates, only if the assessment rate increases annually up to the maximum \$15.00 per planted vineyard acre.

Fiscal Year	Planted Vineyard Acre Assmt	Tenant Rental Rate
2023/24	\$13.00	\$16.00
2024/25	\$14.00	\$17.00
2025/26	\$15.00	\$18.00
2026/27	\$15.00	\$18.00

For FY 2023/24 the assessment rate per planted vineyard acre is \$13.00 per planted vineyard acre. Therefore, the tenant rental rate will be \$16.00 per night. The rental income is utilized to help cover the increased costs of operating the facilities and to maintain the service level currently provided to the agricultural workers who utilize the Centers. The budget also provides for reserves for each Center as required by the State.

## EXHIBIT B: ESTIMATE OF COST

The following table shows the budget for Fiscal Year 2023/24.

ESTIMATED REVENUE	TOTAL CENTER OPERATIONS
Rent - Tenants (\$15/night)	\$902,880
Rent - Staff	\$32,760
State Revenue	\$250,000
Laundry Revenues	\$46,080
Interest	\$9,900
Donations/Misc	\$0
<b>Total Estimated Revenues</b>	<b>\$1,241,620</b>
APPROPRIATIONS	
Professional Services	\$938,008
<u>Services &amp; Supplies</u>	
Client Meals	\$240,000
Interpreting Services	\$1,200
Janitorial Supplies	\$27,000
Maintenance - Buildings/Equipment	\$93,900
Household Expense/Office Supplies	\$28,062
Utilities - Electric	\$63,400
Utilities - Fire Suppression Systems	\$30,330
Utilities - Gas	\$9,300
Utilities - Propane	\$22,000
Utilities - Sewer	\$41,700
Utilities - Communications	\$35,250
Utilities - Waste Disposal	\$54,300
Utilities - Water Treatment	\$114,000
Subtotal Service & Supplies	\$760,442
<b>Total Appropriations</b>	<b>\$1,698,450</b>
Operating Transfer Out, General Admin	\$21,000
Reserve Fund	\$104,632
CSA #4 Administration Costs	\$5,800
<b>Total Appropriations</b>	<b>\$1,829,882</b>
<b>CSA 4 Amount to Assessment</b>	<b>\$588,262</b>



## EXHIBIT C: METHOD OF APPORTIONMENT

### GENERAL

Proposition 218 requires that the County levy assessments according to the special benefit each parcel receives from the improvements. Proposition 218 added to the state constitution Article XIID Section 4(a) which states in part:

*"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement...No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel... Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit."*

Determining the proportionate share of special benefit among the parcels of real property within the proposed assessment district which benefit from the proposed Improvements is the result of a four step process: 1) defining the proposed Improvements; 2) identifying how each parcel specially benefits from the proposed Improvements; 3) determining the amount of the special benefit each parcel receives from the proposed Improvements; and 4) apportioning the cost of the proposed Improvements to each parcel based on the special benefit that each parcel receives from the proposed Improvements.

### SPECIAL BENEFIT

Special legislation, Government Code §25210.4h (now §25213.2), was enacted in 2002 and amended in 2017 to provide assessment financing for the provision of farmworker housing. The farmworker housing provides the necessary housing for the migrant farmworkers that work the vineyards seasonally and keeps the workers close to the vineyard operations. Without this housing, the farmworkers would have little options for housing. Each vineyard parcel receives special benefit from the housing in that it allows the vineyards to efficiently and cost effectively hire the seasonal workers that are necessary to work the vineyards. Since all planted vineyard acres will benefit equally from the farmworker housing each vineyard acre is assessed in like manner. That is to say, every planted vineyard acre receives the same benefit and thus, the same assessment amount.

---

## **ASSESSMENT CALCULATION**

As previously discussed, each planted vineyard acre receives the same special benefit from the improvements. For fiscal year 2023/24 there are 45,251 assessable planted vineyard acres. Assessing the 45,251 acres at the assessment rate of \$13.00 per acre equals \$588,262, which is approximately 32% of the full cost to operate the 3 housing centers, \$1,829,882. The difference of which is covered through farmworker rents and other contributions. Therefore, the assessment amount per planted vineyard acre for FY 2023/24 is \$13.00 (\$588,262 divided by 45,251).

Each subsequent year, the assessment amounts will be recalculated based on the number of assessable planted vineyard acres and the special benefit each parcel receives from the provision of farmworker housing. In any case, the assessment levels shall not exceed \$15.00 per planted vineyard acre per year.

## EXHIBIT D: MAP OF DISTRICT

A map of the District is on file in the office of the Clerk of the Board of the County of Napa. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Napa, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. The Assessor's maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

## EXHIBIT E: ASSESSMENT ROLL

The attached table lists every parcel in the District by their respective assessor's parcel number, owner name, and assessment amount.



**CSA 4 FARMWORKER HOUSING  
ASSESSMENT ROLL  
May 4, 2023**

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
031-040-033-000	1000 OAKVILLE CROSS ROAD LLC	55.38	\$719.94
034-360-021-000	1000 ST HELENA LLC	12.94	\$168.22
025-390-010-000	1089 GREENFIELD ROAD LLC	8.69	\$112.97
025-390-011-000	1099 GREENFIELD ROAD LLC	11.20	\$145.60
036-120-001-000	1181 RANCH LLC	30.45	\$395.85
049-200-003-000	1228 HAGEN LLC	1.50	\$19.50
049-120-003-000	1271 MONTICELLO ROAD LLC	3	\$39.00
045-240-023-000	1455 COOMBSVILLE ROAD LLC	110.73	\$1,439.49
027-160-051-000	1500 ZINFANDEL LLC	1.85	\$24.05
020-400-013-000	1510 ACQUISITION LLC	12.69	\$164.97
020-440-005-000	1520 ACQUISITION LLC	29.40	\$382.20
027-120-012-000	1665 INGLEWOOD LLC	1.25	\$16.25
027-160-039-000	1700 ZINFANDEL LANE LLC	4.06	\$52.78
027-120-055-000	1777 LLC	7.19	\$93.47
027-160-032-000	1870 PARTNERS LLC	2.27	\$29.51
034-190-043-000	1881 PARTNERS LLC	11.60	\$150.80
047-100-061-000	2000 GRANDVIEW HOLDINGS LLC	14.00	\$182.00
047-100-064-000	2000 GRANDVIEW HOLDINGS LLC	14.26	\$185.38
009-670-018-000	2151 VALLEJO LLC	1.11	\$14.43
030-240-029-000	228 ZSH LLC	20.50	\$266.50
025-010-011-000	2301 ADRIAN STREET LLC	13.00	\$169.00
033-370-036-000	2840 MONTICELLO LLC	4.00	\$52.00
035-460-001-000	3211 DRY CREEK LLC	11.15	\$144.95
035-080-031-000	3255 REDWOOD LLC	12.60	\$163.80
035-390-011-000	3325 DRY CREEK LLC	1.41	\$18.33
022-010-017-000	3414 MILL CREEK LLC	8.33	\$108.29
022-150-026-000	3646 SMR VINEYARD LLC	14.00	\$182.00
021-040-017-000	3730 SILVERADO TRAIL LLC	7.60	\$98.80
036-170-008-000	405 PROPERTIES LLC	1.00	\$13.00
020-210-013-000	4169 HEITZ WAY LLC	1.87	\$24.31
020-390-003-000	4199 HEITZ WAY LLC	5.34	\$69.42
036-160-018-000	45 HUNTER RANCH FARM LLC	7.65	\$99.45
036-150-056-000	5125 BIG RANCH RD LLC	7.25	\$94.25
036-140-082-000	5220 BIG RANCH ROAD LLC	4.50	\$58.50
034-190-034-000	5XB VINEYARDS LLC	1.86	\$24.18
009-070-020-000	626 MILLS LLC	5.00	\$65.00
032-070-027-000	6394 SILVERADO CORPORATION	15.38	\$199.94
025-180-045-000	680 ROSSI ROAD LLC	25.56	\$332.28
031-100-030-000	7550 LLC	6.00	\$78.00
031-100-031-000	7554 LLC	2.12	\$27.56
009-030-022-000	830 FULTON LANE LLC	24.08	\$313.04
030-230-026-000	999 MEE LANE LLC	2.16	\$28.08
034-190-040-000	A&B VINEYARDS LLC	5.95	\$77.35
052-100-038-000	A&B VINEYARDS LLC	2.96	\$38.48
033-020-041-000	ABERNETHY LEE ANN	6.73	\$87.49
038-110-045-000	ABRUZZINI BRUCE A & NANCY S TR ETAL	2.00	\$26.00
033-170-015-000	ABRUZZINI FAMILY PARTNERSHIP	47.94	\$623.22
033-180-001-000	ABRUZZINI FAMILY PARTNERSHIP	29.44	\$382.72
038-110-043-000	ABRUZZINI NANCY J TR	1.00	\$13.00
038-110-044-000	ABRUZZINI NANCY J TR	1.00	\$13.00
031-180-035-000	AC VIN CO LLC	9.66	\$125.58
032-070-024-000	ACIERNO MICHAEL A	3.13	\$40.69
052-330-035-000	ACKERMAN ROBERT R JR TR	9.81	\$127.53
047-330-033-000	ACQUISTAPACE JEFFREY C SR ETAL	5.40	\$70.20

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
018-120-036-000	ADAMVS LLC	25.61	\$332.93
017-160-057-000	ADELENA LLC	3.03	\$39.39
018-300-022-000	AETNA SPRINGS PARTNERSHIP LP	3.00	\$39.00
016-070-011-000	AETNA SPRINGS RESORTS LLC	7.98	\$103.74
018-070-046-000	AETNA SPRINGS RESORTS LLC	4.00	\$52.00
018-300-018-000	AETNA SPRINGS RESORTS LLC	10.86	\$141.18
018-300-064-000	AETNA SPRINGS RESORTS LLC	4.57	\$59.41
022-130-014-000	AHERN ALBERT MICHAEL IN TR ETAL	4.68	\$60.84
022-100-007-000	AHERN FRANCES L ETAL TR	28.75	\$373.75
021-030-064-000	AHL WINE LLC	1.66	\$21.58
047-320-011-000	AHOLLINGER HELMUT J JR ETAL	8.93	\$116.09
032-500-009-000	AILERON RANCH INC	10.06	\$130.78
024-360-003-000	ALBRECHT BRENT & LAURA	1.68	\$21.84
050-361-001-000	ALIABADI FARANAK & MEYKADEH DARIUSH	5.00	\$65.00
027-160-023-000	ALIOTO-PIER MICHELA A & PIER THOMAS P	1.20	\$15.60
018-140-037-000	ALKO RANCH LLC	49.87	\$648.31
018-150-027-000	ALKO RANCH LLC	21.08	\$274.04
052-380-031-000	ALKOSSER DAVID & ALICE SUE TR	6.16	\$80.08
052-380-032-000	ALKOSSER DAVID & ALICE SUE TR	4.00	\$52.00
036-150-051-000	ALLANA KARIM P TR ETAL	22.82	\$296.66
036-150-052-000	ALLANA KARIM P TR ETAL	9.96	\$129.48
034-290-012-000	ALLBERRY INC	7.08	\$92.04
047-181-004-000	ALLEN BRIAN C	1.21	\$15.73
030-080-046-000	ALPHA OMEGA WINERY LLC	6.00	\$78.00
034-380-006-000	ALPHA OMEGA WINERY LLC	22.00	\$286.00
030-280-010-000	ALSACE CO LP	36.58	\$475.54
035-480-024-000	ALTAMURA GEORGE JR TR	5.00	\$65.00
039-400-076-000	ALTAMURA GEORGE JR TR	1.07	\$13.91
049-030-035-000	ALTAMURA GEORGE L & JACQUELINE J TR	3.54	\$46.02
024-080-013-000	ALTEMUS THOMAS C JR & DESIREE L TR	5.73	\$74.49
021-040-020-000	ALTON GREGG H & LOEWYALTON CAROLINE TR	2.91	\$37.83
032-160-079-000	ALTURA PARTNERS LLC	8.91	\$115.83
018-140-002-000	AMADOR ANDREW P	41.62	\$541.06
039-190-030-000	AMADOR ANDREW P & MARISSA I	1.50	\$19.50
009-050-008-000	AMENDOLA STEPHEN A TR	1.00	\$13.00
031-050-056-000	AMES PATRICK WHITE & ELIZABETH STARK TR	1.65	\$21.45
047-120-013-000	AMIZETTA VINEYARDS WINERY LLC	8.00	\$104.00
031-230-011-000	ANDELIN VINEYARDS LLC	7.39	\$96.07
049-100-004-000	ANDERSEN MARK E & BONNIE MACMASTER TR	2.44	\$31.72
039-260-018-000	ANDERSON ARTHUR N & ELAINE H TR	2.20	\$28.60
032-550-027-000	ANDERSON PATRICIA WILDE TR	5.11	\$66.43
045-250-008-000	ANDERSON TODD G	1.27	\$16.51
049-030-015-000	ANDRIGHETTO STEVEN A & DONNA M TR	1.80	\$23.40
030-060-049-000	ANGASTON LIMITED LIABILITY COMPANY	34.52	\$448.76
030-060-055-000	ANGASTON LIMITED LIABILITY COMPANY	32.65	\$424.45
031-220-020-000	ANNAPURNA ESTATE LLC	7.61	\$98.93
018-310-020-000	ANSTEY JOSHUA ARRON & JAMIE LYNN	5.00	\$65.00
032-500-001-000	ANTINORI CALIFORNIA	23.20	\$301.60
032-540-039-000	ANTINORI CALIFORNIA	177.27	\$2,304.51
032-550-001-000	ANTINORI CALIFORNIA	26.80	\$348.40
032-550-002-000	ANTINORI CALIFORNIA	20.70	\$269.10
032-550-004-000	ANTINORI CALIFORNIA	338.64	\$4,402.32
039-140-014-000	APALLAS NANCY K & YEORYIOS C TR ETAL	10.70	\$139.10
052-170-053-000	APPELLATIONS LP	37.98	\$493.74
030-280-005-000	ARAUJO JAMES B & DAPHNE R TR	6.23	\$80.99
030-280-006-000	ARAUJO JAMES B & DAPHNE R TR	4.77	\$62.01
049-080-029-000	ARCADIA VINEYARDS LLC	19.14	\$248.82
049-080-030-000	ARCADIA VINEYARDS LLC	16.20	\$210.60
049-080-031-000	ARCADIA VINEYARDS LLC	48.07	\$624.91

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
020-180-013-000	ARCHANGEL INVESTMENTS LLC	8.94	\$116.22
031-230-006-000	ARCHANGEL INVESTMENTS LLC	18.55	\$241.15
047-240-007-000	ARCHANGEL INVESTMENTS LLC	17.00	\$221.00
047-240-008-000	ARCHANGEL INVESTMENTS LLC	1.00	\$13.00
009-350-001-000	ARMSTEAD GENE SUC TR	12.00	\$156.00
009-350-043-000	ARMSTEAD GENE SUC TR	3.00	\$39.00
049-010-036-000	ARMSTRONG DENNIS L & INGEBORG E	8.00	\$104.00
017-130-022-000	ARNOFF LAWRENCE & EILEEN TR	1.00	\$13.00
052-460-034-000	ARNS ROBERT S & ANNE M TR	5.07	\$65.91
052-490-001-000	ARNS ROBERT S & ANNE M TR	4.00	\$52.00
011-351-027-000	ARROYO VINCENT & MARJORIE TR	1.70	\$22.10
027-260-006-000	ASBILL ROGER B & DARLENE S CO TR	1.50	\$19.50
039-650-021-000	ASH AMY	1.38	\$17.94
031-080-018-000	ASHE VINEYARD LLC	24.35	\$316.55
018-060-066-000	ASHLANDER LLC	6.03	\$78.39
018-060-091-000	ASHLANDER LLC	17.17	\$223.21
017-160-052-000	ATALON VINEYARD LLC	19.13	\$248.69
017-160-053-000	ATALON VINEYARD LLC	7.61	\$98.93
020-300-048-000	ATCHLEY FAMILY VINEYARD LLC	4.76	\$61.88
032-440-018-000	ATLAS PEAK RANCH LLC	31.00	\$403.00
039-080-006-000	ATLAS VIEW LLC	2.89	\$37.57
027-160-063-000	AUBERT MARK R & TERESA K TR	6.48	\$84.24
035-041-011-000	AUGUST GROUP LLC	2.10	\$27.30
020-390-018-000	AURORA VINEYARDS INC	11.87	\$154.31
027-500-018-000	AUTRES RIVAGES VINEYARDS LLC	28.02	\$364.26
027-250-009-000	AVENALI MICHAEL C ETAL	20.66	\$268.58
059-010-021-000	AZEVEDO RONALD JOHN TR ETAL	52.94	\$688.22
052-130-038-000	BACIGALUPI WILLIAM A & CAROLYN C TR	10.61	\$137.93
009-391-010-000	BACK ACREAGE 14.6 LLC	10.03	\$130.39
057-080-034-000	BAHUE GREGORY S & PHYLLIS M TR	6.75	\$87.75
032-500-015-000	BAKER GEORGE TR	7.41	\$96.33
021-010-072-000	BAKER VINEYARDS	11.57	\$150.41
027-550-001-000	BALD MOUNTAIN RANCH LLC	59.40	\$772.20
022-140-005-000	BALLARD CARROLL & CHRISTINA TR	3.84	\$49.92
022-150-023-000	BALLARD CARROLL & CHRISTINA TR	3.37	\$43.81
020-380-016-000	BALLENTINE WILLIAM V & BETTY P TR ETAL	13.50	\$175.50
021-030-030-000	BALLENTINE WILLIAM V & BETTY P TR ETAL	7.97	\$103.61
022-200-003-000	BALLENTINE WILLIAM V & BETTY P TR ETAL	11.43	\$148.59
022-230-015-000	BALLENTINE WILLIAM V JR & JANE SORESENSEN TR	3.00	\$39.00
061-140-015-000	BALLIET THEODORE H TR	5.50	\$71.50
024-350-038-000	BANCROFT VINEYARD	18.60	\$241.80
024-350-049-000	BANCROFT VINEYARD	69.90	\$908.70
050-371-003-000	BANNERMAN RONALD M & JULIE B TR	3.98	\$51.74
031-230-008-000	BARBOZA RICHARD B SUC TR ETAL	16.09	\$209.17
034-320-009-000	BARCHUK PAUL	1.17	\$15.21
038-010-034-000	BARGELLINI MARY D	1.00	\$13.00
020-300-047-000	BARNETT FIONA HUTCHINSON ETAL	9.61	\$124.93
011-352-005-000	BARNOLI GUIDO A & SHIRLEY A TR	2.20	\$28.60
020-310-003-000	BARON KENNETH S & LYNN Z TR	1.50	\$19.50
017-160-040-000	BARRAGAN FELIPE & WEATHERMAN PETER C TR	1.49	\$19.37
017-130-058-000	BARRETT JAMES PATRICK & HEIDI PETERSON TR	13.35	\$173.55
017-140-023-000	BARRETT JAMES PATRICK & HEIDI PETERSON TR	4.00	\$52.00
019-180-015-000	BARTHELEMY RICHARD P & CYNTHIA TR	6.39	\$83.07
020-180-058-000	BARTHOLOMEW JOSEPH TR	7.00	\$91.00
036-190-020-000	BARTLETT EDWARD C & HOGHOOGHI DONNA TR	1.25	\$16.25
047-271-001-000	BARTOLUCCI ANDREA TR ETAL	88.00	\$1,144.00
030-240-016-000	BARTOLUCCI ARDYTH A ETAL TR	31.50	\$409.50
009-460-001-000	BARTOLUCCI VINEYARDS FAMILY LIMITED PARTNERSHIP	21.10	\$274.30
022-100-002-000	BATTUELLO CRAIG TR ETAL	7.85	\$102.05



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
022-100-003-000	BATTUELLO CRAIG TR ETAL	22.64	\$294.32
022-100-004-000	BATTUELLO CRAIG TR ETAL	28.09	\$365.17
022-100-005-000	BATTUELLO CRAIG TR ETAL	4.50	\$58.50
038-080-014-000	BAUMGARTNER JOHN E & ADELE K TR	4.00	\$52.00
038-050-016-000	BAYVIEW VINEYARDS CORPORATION	8.00	\$104.00
039-320-004-000	BAZAN MARIO P & GLORIA TR	1.25	\$16.25
009-030-040-000	BEARD EDGAR D JR & ANNA E TR	4.20	\$54.60
036-070-032-000	BEARD EDGAR D JR & ANNA E TR	10.00	\$130.00
036-070-034-000	BEARD EDGAR D JR & ANNA E TR	9.50	\$123.50
036-070-033-000	BEARD EDGAR D JR ETAL	10.00	\$130.00
024-032-006-000	BEATTY MICHAEL TR	15.40	\$200.20
024-040-003-000	BEATTY MICHAEL TR	17.00	\$221.00
034-190-014-000	BEAUFILS LAURA A TR ETAL	2.00	\$26.00
020-180-037-000	BEAUTIFUL DAY LLC	20.06	\$260.78
034-211-048-000	BECKER DAVID W AND TINA MARIE	1.06	\$13.78
032-220-018-000	BECKER GILBERT S & SANCHEZ-BECKER ANA M	3.00	\$39.00
030-070-019-000	BECKSTOFFER ANDREW TUCK TR	9.27	\$120.51
027-381-002-000	BECKSTOFFER NATIONAL TREASURES LLC	20.91	\$271.83
027-381-003-000	BECKSTOFFER NATIONAL TREASURES LLC	4.84	\$62.92
027-500-033-000	BECKSTOFFER NATIONAL TREASURES LLC	10.50	\$136.50
030-200-077-000	BECKSTOFFER VINEYARD VI INC	43.86	\$570.18
030-050-034-000	BECKSTOFFER VINEYARDS	54.57	\$709.41
030-070-017-000	BECKSTOFFER VINEYARDS	26.29	\$341.77
047-080-043-000	BECKSTOFFER VINEYARDS	33.85	\$440.05
035-042-044-000	BECKSTOFFER VINEYARDS IX INC	6.88	\$89.44
035-042-043-000	BECKSTOFFER VINEYARDS XV LLC	31.39	\$408.07
035-470-039-000	BECKSTOFFER VINEYARDS XV LLC	25.60	\$332.80
047-320-003-000	BECKSTOFFER VINEYARDS XVI LLC	114.88	\$1,493.44
047-320-005-000	BECKSTOFFER VINEYARDS XVI LLC	55.23	\$717.99
047-320-006-000	BECKSTOFFER VINEYARDS XVI LLC	67.59	\$878.67
047-320-013-000	BECKSTOFFER VINEYARDS XVI LLC	159.08	\$2,068.04
009-180-034-000	BECKSTOFFER VINEYARDS XX LP	11.37	\$147.81
009-280-041-000	BECKSTOFFER VINEYARDS XX LP	10.00	\$130.00
009-350-063-000	BECKSTOFFER VINEYARDS XX LP	11.01	\$143.13
009-670-002-000	BECKSTOFFER VINEYARDS XX LP	21.87	\$284.31
027-280-064-000	BECKSTOFFER VINEYARDS XX LP	44.52	\$578.76
027-280-065-000	BECKSTOFFER VINEYARDS XX LP	38.18	\$496.34
030-200-068-000	BECKSTOFFER VINEYARDS XX LP	45.40	\$590.20
030-200-073-000	BECKSTOFFER VINEYARDS XX LP	37.03	\$481.39
030-200-074-000	BECKSTOFFER VINEYARDS XX LP	5.98	\$77.74
030-200-076-000	BECKSTOFFER VINEYARDS XX LP	34.30	\$445.90
030-200-078-000	BECKSTOFFER VINEYARDS XX LP	38.94	\$506.22
030-200-079-000	BECKSTOFFER VINEYARDS XX LP	42.53	\$552.89
035-460-036-000	BEE CREEK VINEYARDS LLC	3.21	\$41.73
035-460-037-000	BEE CREEK VINEYARDS LLC	2.20	\$28.60
039-590-002-000	BEHNIA KIARASH & BORMAN TRACY	2.87	\$37.31
022-260-004-000	BEKKER PETRUS JAKOBUS & HORTENSE MURIEL TR	7.00	\$91.00
025-110-062-000	BELAND ENERGY (TEXAS) LLC	1.96	\$25.48
047-100-035-000	BELGAMIA LLC	29.13	\$378.69
024-010-016-000	BELL CANYON LLC	15.53	\$201.89
018-120-020-000	BELL WILLIAM A & GAY E TR	13.50	\$175.50
034-370-019-000	BELLER RON & MOSES JENNIFER TR	17.10	\$222.30
052-432-013-000	BELLI BARRY J & DIANE	1.00	\$13.00
032-400-037-000	BENCH VINEYARD 64 LLC	22.38	\$290.94
036-170-009-000	BENEDETTI MARGARET TR ETAL	1.00	\$13.00
022-032-011-000	BENESSERE VINEYARDS LTD	29.53	\$383.89
016-130-023-000	BENNETT GERALD R & LINDA M	2.50	\$32.50
052-160-004-000	BENNETT RICHARD T JR TR	7.00	\$91.00
027-100-019-000	BENSEN THOMAS E & LYNETTE R	3.43	\$44.59

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
020-180-039-000	BENSON ROBERT O & BEVERLY J	3.58	\$46.54
047-181-006-000	BERESINI STEPHEN TR ETAL	4.55	\$59.15
022-220-019-000	BERGGRUEN JOHN H TR	1.00	\$13.00
022-220-021-000	BERGGRUEN JOHN H TR	4.25	\$55.25
018-140-027-000	BERGLUND FAMILY VINEYARDS	37.93	\$493.09
018-140-028-000	BERGLUND FAMILY VINEYARDS	28.24	\$367.12
047-130-002-000	BERKOWITZ ZACHARY D & REBECCA A TR ETAL	16.93	\$220.09
052-130-013-000	BERLENBACH VINEYARDS LLC	17.54	\$228.02
021-040-016-000	BERLIN LILY TR	1.80	\$23.40
020-430-034-000	BESHERT VENTURES LLC	9.62	\$125.06
031-170-006-000	BETTINELLI MARSHA TR	6.89	\$89.57
047-043-017-000	BHATIA RAMA & REYNOLDS KENDALL MARIE TR	1.20	\$15.60
038-100-016-000	BIALE ROBERT A TR ETAL	6.20	\$80.60
038-100-018-000	BIALE ROBERT A TR ETAL	1.75	\$22.75
032-540-028-000	BIANCHINI KEVIN A & ELIZABETH M TR	13.07	\$169.91
020-050-003-000	BIANCO ROBERT L JR & BROOKE TR	1.75	\$22.75
050-343-002-000	BIENEMAN DIANE M	5.85	\$76.05
039-150-039-000	BIRD JANICE TR	15.30	\$198.90
038-180-016-000	BITTERROOT VINEYARD LLC	8.10	\$105.30
038-440-001-000	BITTERROOT VINEYARD LLC	12.08	\$157.04
038-440-003-000	BITTERROOT VINEYARD LLC	11.90	\$154.70
038-440-005-000	BITTERROOT VINEYARD LLC	24.70	\$321.10
030-200-080-000	BJ MEYER PROPERTIES LLC	16.14	\$209.82
052-200-013-000	BLACK CAROL A TR ETAL	3.48	\$45.24
032-070-022-000	BLAKELY JENNIFER	1.00	\$13.00
030-200-058-000	BLANK CHARLOTTE S TR ETAL	1.56	\$20.28
034-030-057-000	BLANKIET CLAUDE & KATHERINE	16.41	\$213.33
024-090-005-000	BLANTON FAMILY VINEYARDS LLC	3.03	\$39.39
017-060-045-000	BLEECHER DALE N & MARLA DEDOMENICO TR	39.20	\$509.60
017-110-050-000	BLOSSOM CREEK VINEYARD	47.68	\$619.84
036-090-050-000	BLUE SUN TECHNOLOGIES INC	7.53	\$97.89
039-620-004-000	BLUM STEPHEN BARTON & MARION BROWN TR	1.00	\$13.00
036-330-011-000	BOARDWALK INVESTMENTS YOUNTVILLE LLC	1.84	\$23.92
017-130-020-000	BOBS VINEYARD LLC	9.00	\$117.00
017-230-026-000	BOBS VINEYARD LLC	19.02	\$247.26
011-010-030-000	BOBS VINEYARD LLC ETAL	11.01	\$143.13
021-200-004-000	BOESCHEN DANIEL A & SUSAN W TR	6.30	\$81.90
021-200-009-000	BOESCHEN DANIEL A & SUSAN W TR	3.40	\$44.20
050-343-001-000	BOHLEN STEVEN R & REICHLIN ROBIN TR	6.80	\$88.40
049-242-037-000	BOLLINGER ALISON E & ROBERT L	1.87	\$24.31
027-020-028-000	BOLLINGER SIMON & VONHESSERT VANESSA	2.17	\$28.21
020-370-005-000	BOMAR MARGARET A TR	1.30	\$16.90
047-251-001-000	BONICK JOHN T & DONA KOPOL TR	2.87	\$37.31
052-151-017-000	BOONE CORI & MERING DAVE TR	1.01	\$13.13
009-030-060-000	BOOTH VENTURES II LLC	1.00	\$13.00
033-070-023-000	BORELLI LOUIS JOHN & LINDA ANN TR	35.12	\$456.56
033-070-032-000	BORELLI LOUIS JOHN & LINDA ANN TR	4.44	\$57.72
033-070-033-000	BORELLI LOUIS JOHN & LINDA ANN TR	21.13	\$274.69
033-070-034-000	BORELLI LOUIS JOHN & LINDA ANN TR	22.39	\$291.07
049-190-018-000	BORGE LORNA JEANNE TR	1.00	\$13.00
052-080-019-000	BORGE TERRENCE A & PAULA L TR	1.00	\$13.00
052-100-018-000	BORGE TERRENCE A & PAULA L TR	4.00	\$52.00
030-290-002-000	BORGES BARBARA K TR	1.00	\$13.00
030-290-003-000	BORGES BARBARA K TR	1.00	\$13.00
027-210-029-000	BORGES BEVERLY A TR	1.00	\$13.00
027-220-010-000	BORGES BEVERLY A TR	23.89	\$310.57
027-470-021-000	BOSCHE LORRAINE M TR	22.52	\$292.76
047-320-031-000	BOUCHAINE VINEYARDS INC	82.36	\$1,070.68
033-330-004-000	BOWEN WILLIAM JOSEPH & DEBORAH CHRISTINE TR ETAL	4.40	\$57.20

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
036-190-003-000	BOYD STANLEY R AND JOAN C	7.41	\$96.33
025-260-019-000	BOYDSTON JACK & PATRICIA A TR	58.90	\$765.70
036-070-010-000	BRACCINI LUIGI & LOLA TR	2.91	\$37.83
011-410-013-000	BRAGG ROBERT ANDREW & ANNA MARIE TR	3.00	\$39.00
018-200-021-000	BRAKESMAN ROBERT J TR ETAL	13.61	\$176.93
020-450-002-000	BRANCH HOUSE LLC	2.48	\$32.24
021-030-059-000	BRANHAM GARY R TR	9.15	\$118.95
050-372-006-000	BRAVO ORLANDO & KATHRYN GARRISON TR	5.29	\$68.77
030-290-042-000	BRECKENRIDGE LESLIE W & KAREN R TR	1.36	\$17.68
021-400-004-000	BREMER JOHN ALEX & LAURA JOYCE TR	3.67	\$47.71
021-400-005-000	BREMER JOHN ALEX & LAURA JOYCE TR	2.63	\$34.19
024-300-051-000	BREMER JOHN ALEX & LAURA JOYCE TR	9.93	\$129.09
021-400-002-000	BREMER JOHN ALEX ETAL TR	3.15	\$40.95
021-420-027-000	BREMER JOHN ALEX ETAL TR	1.28	\$16.64
009-350-057-000	BRESSLER ROBERT D & STACEY E TR	4.46	\$57.98
009-460-013-000	BRM-TAJ LLC	2.40	\$31.20
021-400-003-000	BROMAN DEBORAH RUSSELL & ROBERT	1.36	\$17.68
039-300-006-000	BRONSTEIN MANUEL & VAISMAN ARIANNA	1.00	\$13.00
017-130-016-000	BROWN BARBARA JEAN	1.40	\$18.20
032-160-083-000	BROWN BEVERLY J TR	4.00	\$52.00
039-150-044-000	BROWN EDWARD JOHN III TR ETAL	7.31	\$95.03
027-070-042-000	BROWN JAMES S & ELLEN R TR ETAL	2.25	\$29.25
047-080-042-000	BROWN JOSEPH M TR ETAL	8.61	\$111.93
025-270-028-000	BROWN MARCELA M TR	2	\$26.00
025-440-026-000	BROWN MICHAEL S & MELILLO TANYA N TR	1.24	\$16.12
016-080-015-000	BROWN SCOTT & DEBORA JEANINE TR	5.80	\$75.40
018-300-068-000	BROWN STEVEN W & TINA M TR	9.00	\$117.00
038-190-003-000	BROWN STEVEN W & TINA M TR	8.66	\$112.58
050-280-004-000	BROWNS VALLEY DEVELOPMENT LLC	3.50	\$45.50
027-250-051-000	BRYAN JOHN M TR	22.71	\$295.23
032-510-010-000	BRYANT VINEYARDS LTD	13.87	\$180.31
039-600-010-000	BUCCELLATO VINCENT J AND LOIS L TR	1.00	\$13.00
038-190-002-000	BUCHER KARL J & LESLIE A TR	13.01	\$169.13
047-320-027-000	BUCHLI STATION VINEYARDS LLC	135.17	\$1,757.21
025-200-036-000	BUEHLER JOHN PAGE JR TR	9.00	\$117.00
025-200-038-000	BUEHLER JOHN PAGE JR TR	39.50	\$513.50
050-380-006-000	BUHMAN DONALD R TR ETAL	36.57	\$475.41
039-320-010-000	BULLER DOLORES R TR ETAL	2.75	\$35.75
017-120-052-000	BUNKER LLC	8.43	\$109.59
039-170-004-000	BUNNELL DANIEL H & CATHERINE M TR	1.00	\$13.00
018-220-019-000	BURGESS JAMES T TR ETAL	7.00	\$91.00
018-220-020-000	BURGESS JAMES T TR ETAL	20.73	\$269.49
034-160-022-000	BURMAR VINEYARDS	21.30	\$276.90
031-060-021-000	BUSELLI ANTONIO TR ETAL	4.50	\$58.50
009-350-040-000	BUTALA ALBERT F & OLETA G TR	4.00	\$52.00
009-350-039-000	BUTALA ALBERT F & OLETA G TR ETAL	3.00	\$39.00
009-350-041-000	BUTALA JOSEPH ERNEST TR	4.00	\$52.00
022-250-013-000	BUTLER MARK PERRY & CAROLYN JANE	5.60	\$72.80
052-130-037-000	BYDAND ESTATE LLC	10.71	\$139.23
052-010-020-000	C & F COMPANY LLC ETAL	16.00	\$208.00
052-010-021-000	C & F COMPANY LLC ETAL	81.94	\$1,065.22
038-240-005-000	C F RESOURCES LLC	8.00	\$104.00
009-010-022-000	C MONDAVI AND SONS INC	77.18	\$1,003.34
034-150-046-000	C MONDAVI AND SONS INC	72.68	\$944.84
036-100-016-000	C MONDAVI AND SONS INC	20.06	\$260.78
036-100-021-000	C MONDAVI AND SONS INC	79.53	\$1,033.89
027-220-011-000	C MORISOLI VINEYARD LLC	8.63	\$112.19
047-140-001-000	C P FAMILY PARTNERSHIP LP	10.14	\$131.82
047-140-002-000	C P FAMILY PARTNERSHIP LP	1.89	\$24.57

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
030-270-025-000	CABERNET LDVF1 RUTHERFORD LLC	10.00	\$130.00
047-320-021-000	CABRAL FRANCIS J & SARA E TR	3.49	\$45.37
047-320-022-000	CABRAL JOSEPH F SR & DEANNA K TR	1.60	\$20.80
016-090-019-000	CADDEN HUGH JAMES & LUANNE HELEN TR	6.05	\$78.65
039-051-018-000	CAFARO FAMILY VINEYARD	14.27	\$185.51
021-030-051-000	CAFFERATA FRANK L & JANIE M TR	13.61	\$176.93
027-010-030-000	CAIN CELLARS INC	88.18	\$1,146.34
027-250-049-000	CAKEBREAD DENNIS B ETAL	7.22	\$93.86
031-010-012-000	CAKEBREAD DENNIS B ETAL	3.86	\$50.18
031-010-009-000	CAKEBREAD HOME RANCH LP	11.00	\$143.00
031-010-010-000	CAKEBREAD HOME RANCH LP	9.70	\$126.10
031-010-014-000	CAKEBREAD HOME RANCH LP	21.80	\$283.40
011-390-004-000	CAKEBREAD KAREN TR	1.20	\$15.60
020-370-036-000	CAKEBREAD VINEYARDS LP	33.97	\$441.61
021-010-009-000	CAKEBREAD VINEYARDS LP	10.51	\$136.63
021-010-012-000	CAKEBREAD VINEYARDS LP	4.54	\$59.02
021-010-058-000	CAKEBREAD VINEYARDS LP	13.31	\$173.03
025-060-034-000	CAKEBREAD VINEYARDS LP	12.46	\$161.98
047-100-022-000	CAKEBREAD VINEYARDS LP	31.16	\$405.08
047-100-025-000	CAKEBREAD VINEYARDS LP	3.99	\$51.87
047-190-002-000	CAKEBREAD VINEYARDS LP	40.19	\$522.47
047-230-008-000	CAKEBREAD VINEYARDS LP	56.92	\$739.96
047-240-038-000	CAKEBREAD VINEYARDS LP	11.52	\$149.76
047-330-041-000	CAKEBREAD VINEYARDS LP	35.79	\$465.27
021-072-044-000	CALDERA RANCH LLC	12.94	\$168.22
045-310-054-000	CALDWELL JOHN E II ETAL	23.86	\$310.18
045-310-055-000	CALDWELL VINEYARD LLC	35.64	\$463.32
018-060-086-000	CALISTOGA RANCH CLUB	1.23	\$15.99
020-370-033-000	CALISTOGA WINE LLC	28.11	\$365.43
049-241-010-000	CALLAN JOHN LOUIS & GWENDOLYN LEE TR	4.01	\$52.13
021-230-004-000	CALOYANNIDIS GEORGE & TITTEL CHRISTINE TR	1.00	\$13.00
021-230-005-000	CALOYANNIDIS GEORGE & TITTEL CHRISTINE TR	1.00	\$13.00
033-040-052-000	CALPLANS PREMIUM VINEYARD I	43.64	\$567.32
033-320-005-000	CALPLANS PREMIUM VINEYARD III	93.75	\$1,218.75
043-030-003-000	CAMPBELL DAVID & MELISSA	1.75	\$22.75
027-460-015-000	CAMPBELL TIMOTHY K & CAROL E TR ETAL	6.00	\$78.00
034-160-002-000	CAMUSI WILLIAM PAUL TR	1.10	\$14.30
030-240-023-000	CANNAPA INC	2.65	\$34.45
027-260-026-000	CANOVA ANTONIO & ELENA G TR	1.58	\$20.54
033-140-016-000	CAPP DANIEL L & MARGUERITE F TR	26.77	\$348.01
033-160-005-000	CAPP LANNY R & SANDRA S TR	28.00	\$364.00
033-160-026-000	CAPP LANNY R & SANDRA S TR	14.00	\$182.00
025-440-051-000	CAPRA COMPANY LLC ETAL	10.04	\$130.52
025-440-053-000	CAPRA COMPANY LLC ETAL	11.88	\$154.44
032-560-011-000	CAPRA COMPANY LLC ETAL	9.14	\$118.82
033-070-045-000	CARLICE LLC	6.50	\$84.50
033-070-046-000	CARLICE LLC	15.00	\$195.00
039-080-041-000	CARNEVALE ROY & DIANA TR	1.00	\$13.00
052-130-062-000	CARNEVALE STEVEN J & GORMAN KELLY A TR	3.00	\$39.00
039-231-012-000	CARPELLO JOSEPH & KATHERINE ANN TR	3.82	\$49.66
021-110-004-000	CARPENTER ELFY SCHRECKENBERGER TR	12.59	\$163.67
009-030-002-000	CARPENTER RANCHES A CPN	15.80	\$205.40
009-030-003-000	CARPENTER RANCHES A CPN	11.00	\$143.00
009-030-004-000	CARPENTER RANCHES A CPN	11.00	\$143.00
049-320-022-000	CARPIGNANO JANE A TR	1.79	\$23.27
030-090-002-000	CARPY-CONOLLY I LLC	82.16	\$1,068.08
027-510-021-000	CARR BRIAN R	4.40	\$57.20
049-161-009-000	CARROLL DAVID C & ELIZABETH P TR	2.00	\$26.00
052-390-003-000	CASA SHADYBROOK LLC	2.00	\$26.00

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
022-060-006-000	CASALINA EULA TR ETAL	6.33	\$82.29
022-060-007-000	CASALINA EULA TR ETAL	2.11	\$27.43
011-351-032-000	CASEY JOANN	1.75	\$22.75
009-070-040-000	CASTELLUCCI ANTONIO & RITA TR	13.39	\$174.07
022-260-003-000	CASTELLUCCI ANTONIO & RITA TR	6.50	\$84.50
025-150-015-000	CASTELLUCCI ANTONIO & RITA TR	5.24	\$68.12
025-160-006-000	CASTELLUCCI ANTONIO & RITA TR	13.12	\$170.56
025-410-001-000	CASTELLUCCI ANTONIO & RITA TR	1.60	\$20.80
027-160-024-000	CASTELLUCCI ANTONIO & RITA TR	1.00	\$13.00
030-290-041-000	CASTELLUCCI ANTONIO & RITA TR	1.25	\$16.25
031-030-024-000	CASTELLUCCI ANTONIO & RITA TR	6.20	\$80.60
036-070-038-000	CASTELLUCCI ANTONIO & RITA TR	10.43	\$135.59
047-211-002-000	CASTELLUCCI ANTONIO & RITA TR	1.50	\$19.50
025-240-037-000	CATACULA LLC	29.32	\$381.16
034-020-022-000	CATES ANDREW UPTON	2.62	\$34.06
020-400-023-000	CAVEY NANCY L & LITTLEFIELD EMERSON	3.20	\$41.60
030-200-066-000	CAYMUS VINEYARDS	35.50	\$461.50
030-230-024-000	CAYMUS VINEYARDS	15.50	\$201.50
031-180-020-000	CAYMUS VINEYARDS	5.00	\$65.00
049-270-019-000	CEDAR KNOLL VINEYARDS INC	27.40	\$356.20
052-130-032-000	CEDAR KNOLL VINEYARDS INC	8.26	\$107.38
031-180-034-000	CEDAR SPRINGS HOLDINGS LLC	5.08	\$66.04
047-240-036-000	CEJA PEDRO C & AMELIA MORAN TR ETAL	8.00	\$104.00
047-240-037-000	CEJA PEDRO C & AMELIA MORAN TR ETAL	8.00	\$104.00
021-353-012-000	CENTA LLC	20.92	\$271.96
022-220-023-000	CENTA LLC	6.25	\$81.25
021-030-027-000	CENTANNI RAYMOND J & MARGARET E TR	2.03	\$26.39
032-440-016-000	CERCHI MARLENE L & ARTHUR M HAVENNER	12.76	\$165.88
030-120-003-000	CHAFEN SCOTT & SCHNEIDER JENNIFER JANE TR	1.11	\$14.43
039-190-056-000	CHAHIL SATJIV TR	2.65	\$34.45
030-240-015-000	CHAIX DARCEL C ETAL	30.25	\$393.25
027-210-026-000	CHAIX FAMILY VINEYARDS LLC	33.83	\$439.79
047-130-005-000	CHAMPCAL ESTATES	28.06	\$364.78
047-272-016-000	CHAMPCAL ESTATES	31.15	\$404.95
047-272-018-000	CHAMPCAL ESTATES	18.30	\$237.90
032-150-046-000	CHANG VICTOR YONGOUR & THUNG ELAINE GIOKLAN	3.70	\$48.10
034-150-045-000	CHANTICLEER PROPERTIES LLC	6.03	\$78.39
032-560-014-000	CHAPPELLET VINEYARD LLC	69.01	\$897.13
032-560-022-000	CHAPPELLET VINEYARD LLC	12.70	\$165.10
032-560-015-000	CHAPPELLET WINERY INC	3.00	\$39.00
030-270-022-000	CHARDONNAY LDVF1 RUTHERFORD LLC	9.77	\$127.01
047-330-018-000	CHARDONNAY VINEYARDS LTD	10.00	\$130.00
047-330-032-000	CHARDONNAY VINEYARDS LTD	78.58	\$1,021.54
052-170-020-000	CHATEAU FIFTEEN LLC	4.58	\$59.54
027-450-022-000	CHAVEZ MARY C TR ETAL	30.00	\$390.00
033-140-047-000	CHENG STANLEY TR	11.36	\$147.68
033-140-048-000	CHENG STANLEY TR	45.31	\$589.03
033-140-055-000	CHENG STANLEY TR	41.92	\$544.96
035-390-012-000	CHEVLEN MICHAEL DAVID & LORRAINE MARIE TR	2.82	\$36.66
041-700-010-000	CHIARELLA PETER R TR	6.00	\$78.00
049-340-024-000	CHIARELLA VICTOR E AND DORRIS R TR	8.88	\$115.44
035-090-012-000	CHING PENNY P & JOSEPH C	3.00	\$39.00
052-230-010-000	CHINN DARYL H & JACQUELINE A TR	5.30	\$68.90
045-380-004-000	CHINN DARYL H AND JACQUELINE A TR	9.00	\$117.00
049-241-006-000	CHOPITEA ANTONIO R & DRINA MARIE	3.55	\$46.15
052-030-044-000	CHRISTIAN H & IRENE B TR	3.77	\$49.01
032-550-013-000	CIRCLE R RANCH LLC	16.45	\$213.85
030-230-031-000	CJW ESTATE VINEYARDS LLC	9.38	\$121.94
033-040-009-000	CJW ESTATE VINEYARDS LLC	22.00	\$286.00



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
036-160-010-000	CJW ESTATE VINEYARDS LLC	42.80	\$556.40
030-060-053-000	CLAREVALE LIMITED LIABILITY COMPANY	6.20	\$80.60
030-060-059-000	CLAREVALE LIMITED LIABILITY COMPANY	23.40	\$304.20
030-060-062-000	CLAREVALE LIMITED LIABILITY COMPANY	1.43	\$18.59
033-070-050-000	CLARK FOSTER H TR	16.88	\$219.44
033-070-001-000	CLARK FOSTER H TR ETAL	46.15	\$599.95
018-310-046-000	CLARK-CLAUDON VINEYARDS LLC	16.72	\$217.36
059-020-033-000	CLARKE GARY W & TERI A TR ETAL	22.18	\$288.34
017-130-017-000	CLARKE JEFFREY J & SUZETTE I TR	1.00	\$13.00
039-010-001-000	CLEARY MARY ANN SUC TR	21.00	\$273.00
039-010-003-000	CLEARY MARY ANN SUC TR	39.00	\$507.00
039-080-023-000	CLIFF RONALD E TR ETAL	3.22	\$41.86
038-110-002-000	CLIFT THOMAS & NANCY TR	1.96	\$25.48
022-040-014-000	CLIVI VINEA LLC	5.30	\$68.90
039-051-037-000	CLOS DU VAL VINEYARDS	10.23	\$132.99
039-051-038-000	CLOS DU VAL WINE COMPANY LTD	8.66	\$112.58
034-320-018-000	CLOUD PEAK CORP	16.56	\$215.28
034-290-013-000	CLOUD PEAK CORPORATION	1.50	\$19.50
025-230-016-000	CM VINEYARD LLC	29.58	\$384.54
021-030-065-000	COBBLEDICK RANCH LLC	23.03	\$299.39
049-100-023-000	COCHRANE HELEN IRENE TR	1.15	\$14.95
017-160-058-000	COCKERELL CLAY & BRENDA	12.84	\$166.92
047-030-001-000	CODORNIU NAPA INC	19.50	\$253.50
047-030-002-000	CODORNIU NAPA INC	86.40	\$1,123.20
047-080-057-000	CODORNIU NAPA INC	49.90	\$648.70
022-110-019-000	COHEN FRED E & KLEBANOFF CAROLYN B TR	3.90	\$50.70
027-210-038-000	COHN PROPERTY INVESTORS III LLC ETAL	24.37	\$316.81
027-210-041-000	COHN PROPERTY INVESTORS IV LLC	15.41	\$200.33
027-220-004-000	COHN PROPERTY INVESTORS VI LLC	18.55	\$241.15
039-222-001-000	COLBY MARGARET A TR	1.19	\$15.47
024-340-010-000	COLD SPRINGS LIMITED PARTNERSHIP	23.21	\$301.73
020-150-023-000	COLEMAN MATTHEW J & MONICA M TR	2.00	\$26.00
022-090-035-000	COLGIN CELLARS LLC	5.02	\$65.26
032-560-036-000	COLGIN CELLARS LLC	31.14	\$404.82
022-010-022-000	COLLINS FAMLY VINEYARDS LLC	18.18	\$236.34
022-010-023-000	COLLINS FAMLY VINEYARDS LLC	27.06	\$351.78
039-290-032-000	COLLINS JAMES E & MCFARLAND DOROTHEA TR	11.70	\$152.10
034-160-031-000	COMBS BROTHERS	16.00	\$208.00
031-160-022-000	CONFLUENCE VINEYARD LLC	7.30	\$94.90
025-380-012-000	CONN RANCH LLC	13.94	\$181.22
039-040-054-000	CONSTELLATION BRANDS US OPERATIONS INC	256.56	\$3,335.28
047-271-002-000	CONSTELLATION WINES US INC	186.15	\$2,419.95
027-140-019-000	CONTE JEAN-PIERRE L TR	1.80	\$23.40
027-160-019-000	COOK GAYE G TR	3.55	\$46.15
031-160-023-000	COOK ROAD VINEYARD LLC	7.38	\$95.94
020-300-084-000	COOKS FLAT ASSOCIATES	11.91	\$154.83
020-300-086-000	COOKS FLAT ASSOCIATES	24.83	\$322.79
021-400-001-000	COPE G M AND SALLY M TR	2.40	\$31.20
027-190-004-000	CORBETT THERESE A TR	1.00	\$13.00
032-030-015-000	CORDES CAROLYN SUC TR	22.47	\$292.11
017-120-026-000	CORRIGAN CHRISTOPHER J TR	11.80	\$153.40
021-020-005-000	CORRIGAN CHRISTOPHER J TR	3.56	\$46.28
045-300-002-000	CORTESE DAVID F AND CATHERINE L	2.75	\$35.75
018-120-031-000	COUBERSAN LLC	17.46	\$226.98
018-200-026-000	COUBERSAN LLC	17.25	\$224.25
024-032-020-000	COUBERSAN LLC	8.77	\$114.01
052-230-005-000	COURTNEY THOMAS J & MARY S	2.00	\$26.00
047-030-031-000	CP FAMILY PARTNERSHIP LP	23.60	\$306.80
047-100-014-000	CP FAMILY PARTNERSHIP LP	15.00	\$195.00

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
047-100-018-000	CP FAMILY PARTNERSHIP LP	4.00	\$52.00
047-100-047-000	CP FAMILY PARTNERSHIP LP	25.50	\$331.50
047-100-054-000	CP FAMILY PARTNERSHIP LP	46.00	\$598.00
047-220-013-000	CP FAMILY PARTNERSHIP LP	7.60	\$98.80
047-220-014-000	CP FAMILY PARTNERSHIP LP	11.94	\$155.22
047-280-014-000	CP FAMILY PARTNERSHIP LP	6.20	\$80.60
039-580-017-000	CRAMSIE COLLEEN M & HARDER JAMES	7.68	\$99.84
035-470-045-000	CRANE MICHAEL R & CHRYLE S TR	4.51	\$58.63
009-120-059-000	CROCKER CHARLES III ETAL TR	20.64	\$268.32
009-120-038-000	CROCKER PROPERTIES LLC	3.95	\$51.35
009-120-060-000	CROCKER PROPERTIES LLC	22.31	\$290.03
031-040-016-000	CROSSROADS ASSOCIATES	14.70	\$191.10
031-080-020-000	CROSSROADS ASSOCIATES	64.10	\$833.30
031-170-010-000	CROUSE GREGORY & KAREN	16.60	\$215.80
034-100-020-000	CROUSE GREGORY & KAREN	12.50	\$162.50
020-300-043-000	CROWLEY-WHITE FAMILY ENTERPRISES LLC	10.00	\$130.00
039-051-031-000	CRP ASSOCIATES LLC	106.10	\$1,379.30
030-060-018-000	CRULL VINEYARDS LLC	7.00	\$91.00
033-020-040-000	CRUSH PARTNERS LLC	7.72	\$100.36
022-200-013-000	CULINARY INSTITUTE OF AMERICA	7.62	\$99.06
022-200-020-000	CULINARY INSTITUTE OF AMERICA	7.67	\$99.71
050-380-009-000	CULLEN DANIEL TIPP AND MARY ANN TR	25.71	\$334.23
036-170-044-000	CUNAT BRIAN G ETAL	12.40	\$161.20
036-160-003-000	CUNAT PREMIUM VINEYARDS LLC	36.00	\$468.00
033-070-051-000	CUTTING JANE C TR	8.17	\$106.21
034-230-028-000	CUVAISON INC	48.73	\$633.49
047-120-005-000	CUVAISON INC	119.40	\$1,552.20
047-120-006-000	CUVAISON INC	87.40	\$1,136.20
020-150-054-000	CZAPLESKI RICHARD & CAROLYN DUVAL TR	21.16	\$275.08
039-190-036-000	DADAMO GIUSEPPI & IRIS R TR	18.97	\$246.61
027-210-028-000	DALECIO SCOTT M & KATHLEEN S TR	5.58	\$72.54
020-010-036-000	DALIN CALISTOGA REALTY LLC	5.01	\$65.13
030-070-006-000	DALLA GASPERINA LUCIO & GASPERINA MARTA TR	14.78	\$192.14
031-060-027-000	DALLAVALLE NAOKO TR ETAL	19.92	\$258.96
035-490-012-000	DAMBROSIO FRANK D TR	7.28	\$94.64
035-490-011-000	DAMBROSIO FRANK P JR TR	5.03	\$65.39
036-110-027-000	DAMBROSIO FRANK P JR TR	25.65	\$333.45
045-250-033-000	DAMBROSIO FRANK P JR TR	12.64	\$164.32
020-150-046-000	DANNEO ANDREW H TR	4.00	\$52.00
039-400-084-000	DARIOUSH KHALEDI WINERY LLC	16.35	\$212.55
034-211-056-000	DARMS LANE 1120 LP	2.00	\$26.00
034-190-035-000	DARMS LANE LLC	8.66	\$112.58
017-160-014-000	DARRALL CHARLES M JR & SHANNON L	3.00	\$39.00
036-470-014-000	DATELAND LLC	7.27	\$94.51
024-080-028-000	DAVID ABREU VINEYARD MANAGEMENT INC	23.08	\$300.04
031-080-022-000	DAVID DANIEL N	14.57	\$189.41
045-380-016-000	DAVIDOW KATHRYN KENDRICK TR	3.00	\$39.00
039-370-006-000	DAVIS THERESA TR	1.10	\$14.30
027-160-059-000	DDLML LLC	5.00	\$65.00
049-140-002-000	DDPP LLC	8.67	\$112.71
049-140-004-000	DDPP LLC	12.26	\$159.38
031-120-036-000	DDYM INC	6.61	\$85.93
047-290-031-000	DEARDEN CHRISTOPHER L & PAIGE L TR	10.03	\$130.39
031-100-025-000	DEBEIKES RICHARD ANTHONY AND ROBERTA	1.00	\$13.00
038-110-010-000	DEBOW RUTH TR	1.26	\$16.38
036-190-009-000	DECKER JAMES M TR ETAL	2.82	\$36.66
009-350-002-000	DECKER JERROLD C	1.90	\$24.70
022-100-030-000	DECONINCK VINEYARDS	37.38	\$485.94
011-010-057-000	DEKOVEN RONALD MEYER & LINDA ANN TR	8.78	\$114.14

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
017-150-006-000	DEKOVEN RONALD MEYER & LINDA ANN TR	3.70	\$48.10
017-150-007-000	DEKOVEN RONALD MEYER & LINDA ANN TR	14.50	\$188.50
027-570-004-000	DEL BONDIO PONCIA PROPERTIES LLC	24.15	\$313.95
031-080-011-000	DEL BONDIO PONCIA PROPERTIES LLC	18.00	\$234.00
050-010-021-000	DELASALLE INSTITUTE	31.98	\$415.74
027-160-060-000	DELDOTTO FAMILY WINERY INC	3.29	\$42.77
027-120-018-000	DELDOTTO VINEYARDS	9.00	\$117.00
035-042-052-000	DELFINA LLC	2.05	\$26.65
039-390-022-000	DELICATO VINEYARDS	6.50	\$84.50
039-380-035-000	DELLAR MICHAEL D & LESLYE L TR	4.00	\$52.00
035-041-006-000	DELOUISE MEI SU TR	7.50	\$97.50
033-330-006-000	DEMING AMY LYNN & RAMIREZ JONATHAN MICHAEL	3.21	\$41.73
036-130-054-000	DEPATIE MICHAEL A & HOLLY M TR	2.06	\$26.78
047-272-017-000	DESOTO DONALD M TR	13.15	\$170.95
031-150-003-000	DEUX CHEVAUX VINEYARD LLC	28.96	\$376.48
052-100-015-000	DEVER HENRY E III & DEBORAH L	4.00	\$52.00
039-310-027-000	DEVINCENZI BARBARA J TR	2.50	\$32.50
024-300-079-000	DHARAMSALA LLC	31.38	\$407.94
020-340-014-000	DIAGEO CHATEAU & ESTATE WINES COMPANY	10.70	\$139.10
030-110-021-000	DIAGEO CHATEAU & ESTATE WINES COMPANY	3.92	\$50.96
020-440-004-000	DIAMOND MOUNTAIN VINEYARD COMPANY INC	23.92	\$310.96
031-100-012-000	DICKENSON DAWNE P TR ETAL	16.71	\$217.23
031-100-013-000	DICKENSON DAWNE P TR ETAL	8.21	\$106.73
031-100-020-000	DICKENSON DAWNE P TR ETAL	9.00	\$117.00
031-100-021-000	DICKENSON DAWNE P TR ETAL	11.31	\$147.03
045-300-008-000	DICKHAUS HARRY TR	3.00	\$39.00
039-310-003-000	DIDIER ROBERT PAUL TR	4.26	\$55.38
030-280-003-000	DILLINGHAM MICHAEL F & GIANNONE LISA M	3.13	\$40.69
036-110-017-000	DILLON TERRENCE A AND YOLANDA	5.00	\$65.00
018-060-069-000	DINA DINO TR ETAL	14.86	\$193.18
032-160-082-000	DINKEL THOMAS A & MARCIA E TR	4.00	\$52.00
047-080-059-000	DIROSA RENE & VERONICA FOUNDATION	1.10	\$14.30
045-380-010-000	DK 2014 LLC	5.86	\$76.18
024-031-016-000	DODGE JON & LINCOLN BETH TR	3.16	\$41.08
047-070-007-000	DOMAINE CARNEROS LTD	70.77	\$920.01
034-110-059-000	DOMAINE CHANDON INC	25.80	\$335.40
034-140-022-000	DOMAINE CHANDON INC	4.66	\$60.58
034-140-027-000	DOMAINE CHANDON INC	109.08	\$1,418.04
035-041-028-000	DOMAINE PERI LLC	8.00	\$104.00
039-231-010-000	DOMINGUEZ JORGE D & MALDONADO REGINA TR	1.50	\$19.50
027-421-015-000	DOMINUS ESTATE CORPORATION	53.90	\$700.70
027-421-017-000	DOMINUS ESTATE CORPORATION	42.35	\$550.55
052-100-031-000	DONDERO LAWRENCE & MARIA	8.17	\$106.21
020-100-012-000	DONGYI INTERNATIONAL LLC	40.00	\$520.00
009-030-041-000	DOUBLE VEE PROPERTIES LLC	14.42	\$187.46
009-120-039-000	DOWDELL LANE LLC	18.78	\$244.14
017-160-015-000	DOWDELL RODGER B JR	21.22	\$275.86
021-030-031-000	DOWDELL RODGER B JR	15.70	\$204.10
034-160-033-000	DRAGOO JUSTIN E & ALISON J TR	6.99	\$90.87
050-352-002-000	DRG PIER PALM BEACH LLC	16.72	\$217.36
033-160-027-000	DRISCOLL AMY MARIE & JOSEPH FRANCIS	3.50	\$45.50
027-070-036-000	DRY CREEK LLC	19.50	\$253.50
009-470-022-000	DUCKHORN WINE COMPANY	7.15	\$92.95
009-470-026-000	DUCKHORN WINE COMPANY	8.08	\$105.04
018-180-005-000	DUCKHORN WINE COMPANY	35.44	\$460.72
020-380-009-000	DUCKHORN WINE COMPANY	68.76	\$893.88
021-010-006-000	DUCKHORN WINE COMPANY	34.40	\$447.20
022-100-033-000	DUCKHORN WINE COMPANY	10.10	\$131.30
022-100-034-000	DUCKHORN WINE COMPANY	1.00	\$13.00



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
022-100-035-000	DUCKHORN WINE COMPANY	1.00	\$13.00
022-130-010-000	DUCKHORN WINE COMPANY	4.08	\$53.04
031-170-019-000	DUCKHORN WINE COMPANY	35.30	\$458.90
039-190-035-000	DUCKHORN WINE COMPANY	15.01	\$195.13
047-240-033-000	DUCKHORN WINE COMPANY	10.50	\$136.50
047-240-034-000	DUCKHORN WINE COMPANY	15.90	\$206.70
049-242-001-000	DUGAN KFFP LLC	3.00	\$39.00
039-231-005-000	DUHIG JAMES S & IDA L TR	5.50	\$71.50
052-330-039-000	DUHIG JOHN SM & HARVEST SCADUTO	2.50	\$32.50
047-211-004-000	DUNLAP DAVID W & COSBY EMILY RUCKER TR	3.65	\$47.45
024-031-018-000	DUNN CHARLES B JR MARILYN	2.50	\$32.50
047-041-014-000	DUNN MARK J TR ETAL	1.00	\$13.00
018-180-043-000	DUNN-BUCHANAN KRISTINA & BRIAN	1.42	\$18.46
018-050-058-000	DUTCH CANYON LLC	14.47	\$188.11
050-270-027-000	DYER DWAIN J ETAL	5.30	\$68.90
020-400-002-000	DYER WILLIAM G & DAWNINE S	2.30	\$29.90
036-110-025-000	DYKE JAMES T JR TR	3.75	\$48.75
032-500-016-000	DZIEDZIC CRAIG & PRIMEAU MARK	1.82	\$23.66
030-060-025-000	E & J GALLO WINERY INC	27.80	\$361.40
039-190-045-000	E & J GALLO WINERY INC	7.30	\$94.90
039-190-050-000	E & J GALLO WINERY INC	109.70	\$1,426.10
039-190-053-000	E & J GALLO WINERY INC	23.27	\$302.51
031-070-009-000	EAC PARTNERS LLC	52.88	\$687.44
057-070-018-000	EAGLE VINES VINEYARD & GOLF CLUB LLC	10.00	\$130.00
018-160-010-000	EAKLE SAM ETAL	23.00	\$299.00
018-160-013-000	EAKLE SAM ETAL	13.00	\$169.00
018-160-014-000	EAKLE SAM ETAL	20.00	\$260.00
032-540-018-000	EDCORA VINEYARD LLC	83.02	\$1,079.26
016-110-062-000	EDMONDS-WATERS CHRISTOPHER D & DANIEL N TR	8.50	\$110.50
027-160-049-000	EDRALIN JOSEPHINE J	1.00	\$13.00
025-200-048-000	EDWARDS JEAN MOORE ETAL SUC TR	11.49	\$149.37
025-200-049-000	EDWARDS JEAN MOORE ETAL SUC TR	64.23	\$834.99
021-040-030-000	EDWARDS JEFFREY W & LISA A	1.50	\$19.50
033-220-007-000	EGAN ROBERT A ETAL	40.00	\$520.00
027-340-066-000	EGAN VINEYARDS & OLIVE GROVES LLC	3.45	\$44.85
022-150-015-000	EGO ONE LLC	7.00	\$91.00
047-370-001-000	EGO ONE LLC	3.65	\$47.45
047-370-003-000	EGO ONE LLC	8.89	\$115.57
031-040-028-000	EHRlich VINEYARD LLC	6.47	\$84.11
016-070-008-000	EL RANCHO MOTEL INC	2.22	\$28.86
038-190-019-000	ELEVEN ELEVEN VINEYARD LLC	5.00	\$65.00
030-190-022-000	ELIAS J MORROW	4.00	\$52.00
052-130-022-000	ELKE MARY TR ETAL	17.13	\$222.69
036-190-019-000	ELLIOTT LINDA CHRISTINE	10.83	\$140.79
038-010-026-000	ELLIOTT LINDA CHRISTINE	39.42	\$512.46
038-010-027-000	ELLIOTT LINDA CHRISTINE	7.90	\$102.70
032-540-035-000	ELLIOTT-SMITH PATRICK TR	13.07	\$169.91
045-300-006-000	ELLIS STEVEN JAMES AND THERESA M	1.75	\$22.75
039-610-001-000	ELLMAN FAMILY ESTATE LLC	8.98	\$116.74
024-440-007-000	ELSBERG MARK H & BARBARA TR	1.80	\$23.40
035-041-017-000	EMISON VINEYARD LLC	9.26	\$120.38
039-390-001-000	EMMOLO FAMILY SOUTH 40 VINEYARD LLC	38.99	\$506.87
030-230-033-000	EMMOLO VINEYARDS LLC	32.22	\$418.86
017-230-014-000	ENDERLIN DEAN A	13.90	\$180.70
022-040-006-000	ENGEL RONALD L TR	2.00	\$26.00
017-210-027-000	ENVY WINES LLC	11.00	\$143.00
018-150-035-000	EOFF MICHAEL J & KELLY A TR	11.80	\$153.40
020-240-002-000	EPPOLITO CYNTHIA LOUISE TR	14.73	\$191.49
039-380-028-000	ERBA PAUL	2.50	\$32.50

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
033-010-064-000	ERBA PAUL S AND DEBBIE	22.00	\$286.00
011-021-020-000	ESTRADA MARK & INGRID A	1.98	\$25.74
039-150-071-000	EVANS ROGER L TR	11.76	\$152.88
022-110-017-000	EYVAZZADEH EMIL & DOMARINA TR	2.00	\$26.00
057-080-012-000	FAGUNDES MARVIN R TR	18.30	\$237.90
027-100-021-000	FAHERTY THOMAS P & TERRY ANN TR ETAL	1.00	\$13.00
052-330-002-000	FANIANI VINEYARDS LLC	6.13	\$79.69
022-250-008-000	FANTESCA LLC	9.29	\$120.77
052-130-021-000	FARELLA-PARK VINEYARDS LLC	25.78	\$335.14
052-100-048-000	FARVAR BABAK & KELLER SUSAN STACY TR	4.00	\$52.00
039-390-012-000	FAZEKAS THOMAS P & KATHLEEN K TR	16.10	\$209.30
035-042-042-000	FAZIO DAVID & ROSEMARY	3.50	\$45.50
018-310-011-000	FCC NORTH AMERICAN INVESTMENT LLC	19.90	\$258.70
030-300-004-000	FERGUSON ROBERT A TR	3.10	\$40.30
030-300-014-000	FERGUSON ROBERT A TR	2.73	\$35.49
031-020-011-000	FERRIER MICHAEL & FLORES E NAIR TR	4.27	\$55.51
030-090-031-000	FETHERSTON JAMES S TR	1.86	\$24.18
018-050-064-000	FEW AND FAR BETWEEN LLC	5.54	\$72.02
027-160-018-000	FIDGE MATTHEW T & KUERBISSFIDGE JENNIFER DENISE 1	3.98	\$51.74
009-100-026-000	FILICE JOHN M JR TR	1.00	\$13.00
020-100-014-000	FINGERMAN WAYNE A & KARA M TR	3.90	\$50.70
025-440-049-000	FINGERMAN WAYNE A & KARA M TR	1.20	\$15.60
031-250-004-000	FINK STEVEN B & CATHERINE M TR	3.42	\$44.46
047-030-027-000	FIRETREE VINEYARDS LLC	3.80	\$49.40
047-030-028-000	FIRETREE VINEYARDS LLC	18.50	\$240.50
045-300-017-000	FIRKO CLEMENT J & WYMAN LYNN J TR	2.46	\$31.98
032-400-019-000	FIRST NAPA LP	1.34	\$17.42
017-130-019-000	FISH RANCH LLC	11.25	\$146.25
020-350-044-000	FISHER FRED J & JUELLE LAMB TR	9.80	\$127.40
020-150-004-000	FISHER FRED J & JUELLE LAMB TR ETAL	28.00	\$364.00
034-370-018-000	FISHER MICHAEL L TR	6.64	\$86.32
020-370-001-000	FITZWILSON CINDY F TR	4.00	\$52.00
018-050-067-000	FLEMING KELLY M TR	6.59	\$85.67
021-330-001-000	FLEURY BRIAN L & CLAUDIA TR	12.95	\$168.35
030-070-018-000	FLEURY BRIAN L & CLAUDIA TR	5.54	\$72.02
039-060-007-000	FLINN JUDY L TR	1.60	\$20.80
043-190-005-000	FLOISAND JOHN & HELLE HOLMGREN TR	9.87	\$128.31
022-110-020-000	FLORIAN MARK & LYNNE	2.00	\$26.00
039-231-001-000	FLOWERS ERIC A & HILLARY M	4.69	\$60.97
018-132-003-000	FN LAND LLC	21.37	\$277.81
027-470-007-000	FN LAND LLC	9.90	\$128.70
027-470-025-000	FN LAND LLC	35.27	\$458.51
027-480-033-000	FN LAND LLC	30.10	\$391.30
027-480-034-000	FN LAND LLC	26.12	\$339.56
031-010-013-000	FN LAND LLC	16.77	\$218.01
031-020-013-000	FN LAND LLC	10.51	\$136.63
047-030-005-000	FN LAND LLC	26.06	\$338.78
047-080-001-000	FN LAND LLC	28.39	\$369.07
047-080-027-000	FN LAND LLC	66.79	\$868.27
052-130-046-000	FN LAND LLC	14.87	\$193.31
052-130-049-000	FN LAND LLC	40.99	\$532.87
052-130-064-000	FN LAND LLC	21.04	\$273.52
017-120-047-000	FNR & TK LLC	1.25	\$16.25
039-400-082-000	FOD VINEYARD LLC	13.08	\$170.04
034-300-006-000	FOHR RICHARD W AND ELAINE I TR	7.00	\$91.00
025-440-040-000	FOLEY FAMILY FARMS LLC	20.29	\$263.77
030-190-004-000	FOLEY FAMILY FARMS LLC	29.49	\$383.37
030-190-023-000	FOLEY FAMILY FARMS LLC	8.80	\$114.40
047-041-004-000	FOLEY FAMILY FARMS LP	19.99	\$259.87

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
047-041-013-000	FOLEY FAMILY FARMS LP	10.56	\$137.28
018-230-004-000	FOLEY ROBERT D JR & KEHOE KELLI L TR	2.41	\$31.33
050-010-018-000	FONTANELLA KAREN K TR ETAL	4.20	\$54.60
025-070-029-000	FORMAN RICHARD W TR	11.00	\$143.00
036-070-035-000	FORNI VINEYARDS LLC	10.00	\$130.00
031-050-039-000	FORTUNA VINEYARDS	45.21	\$587.73
036-180-004-000	FORTUNATI LLC	8.65	\$112.45
032-550-022-000	FOSS VALLEY RANCH LLC	8.91	\$115.83
032-560-013-000	FOSSIL PARTNERS LP	14.29	\$185.77
025-180-034-000	FOSTER TREVOR & KELLY SHEA	15.11	\$196.43
047-100-058-000	FOTINOS SISTERS VINEYARD LLC	9.55	\$124.15
047-100-057-000	FOTINOS VIVIAN TR ETAL	10.80	\$140.40
025-400-006-000	FRANCES NICHELINI VINEYARD LLC	36.66	\$476.58
031-080-009-000	FRANCISCAN VINEYARDS INC	35.15	\$456.95
031-080-031-000	FRANCISCAN VINEYARDS INC	157.65	\$2,049.45
034-100-017-000	FRANCISCAN VINEYARDS INC	6.82	\$88.66
034-320-019-000	FRANCISCAN VINEYARDS INC	10.12	\$131.56
032-130-050-000	FRANK FAMILY VINEYARDS LLC	63.91	\$830.83
032-130-051-000	FRANK FAMILY VINEYARDS LLC	11.19	\$145.47
045-380-002-000	FRANK PAUL & SUSAN TR	3.85	\$50.05
030-120-035-000	FRANK RICHARD H TR	25.09	\$326.17
020-340-027-000	FREDIANI STEVEN ETAL	12.16	\$158.08
020-340-028-000	FREDIANI STEVEN ETAL	3.70	\$48.10
011-050-020-000	FREDIANI VINEYARDS LLC	18.98	\$246.74
020-150-034-000	FREDIANI VINEYARDS LLC	15.74	\$204.62
020-150-042-000	FREDIANI VINEYARDS LLC	39.04	\$507.52
020-150-043-000	FREDIANI VINEYARDS LLC	9.74	\$126.62
020-310-004-000	FREDIANI VINEYARDS LLC	4.75	\$61.75
020-340-001-000	FREDIANI VINEYARDS LLC	17.15	\$222.95
020-340-002-000	FREDIANI VINEYARDS LLC	5.49	\$71.37
020-340-020-000	FREDIANI VINEYARDS LLC	8.09	\$105.17
020-350-040-000	FREDIANI VINEYARDS LLC	15.10	\$196.30
035-042-040-000	FREED DAVID I & ELAINE L TR	6.73	\$87.49
061-140-016-000	FREETHY JACK TR	3.09	\$40.17
039-380-034-000	FRIEDKIN MORTON L & AMY ROTHSCHILD	4.40	\$57.20
036-070-022-000	FRIEDMAN GARY	2.50	\$32.50
035-470-031-000	FRISINGER JAMES E JR & KAREN M TR	14.00	\$182.00
027-100-039-000	FROGS LEAP WINERY	13.59	\$176.67
027-100-040-000	FROGS LEAP WINERY	28.12	\$365.56
030-060-021-000	FROGS LEAP WINERY	28.20	\$366.60
030-090-033-000	FROGS LEAP WINERY	31.00	\$403.00
009-391-026-000	FRONT ACREAGE 26.8 LLC	22.89	\$297.57
018-060-012-000	FROSTFIRE VINEYARDS II LLC	2.03	\$26.39
018-060-013-000	FROSTFIRE VINEYARDS II LLC	7.37	\$95.81
021-010-003-000	FROSTFIRE VINEYARDS II LLC	9.24	\$120.12
030-190-028-000	FROSTFIRE VINEYARDS LLC	4.43	\$57.59
047-160-019-000	FROSTFIRE VINEYARDS LLC	6.92	\$89.96
020-120-028-000	FTM INVESTMENTS LP	1.69	\$21.97
020-430-006-000	FULTON DIRK ALAN & KUKKOLA BECKY JUNE	15.00	\$195.00
039-390-010-000	FURTADO JOHN & CATHERINE J TR	4.96	\$64.48
018-310-002-000	G3 ENTERPRISES INC	99.89	\$1,298.57
025-230-013-000	G3 ENTERPRISES INC	142.57	\$1,853.41
016-060-014-000	GAFFNEY MARK F TR ETAL	1.38	\$17.94
009-470-019-000	GALLAGHER DONALD D & DANA K TR	2.86	\$37.18
024-201-023-000	GALLAGHER DOUGLAS D	2.50	\$32.50
030-100-001-000	GALLEGOS MAURILIO ETAL	3.00	\$39.00
030-100-020-000	GALLEGOS MAURILIO ETAL	3.00	\$39.00
030-240-033-000	GALLO SALES COMPANY INC	7.00	\$91.00
018-070-071-000	GALLO VINEYARDS INC	102.82	\$1,336.66

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
018-300-036-000	GALLO VINEYARDS INC	12.88	\$167.44
018-300-038-000	GALLO VINEYARDS INC	26.00	\$338.00
018-300-039-000	GALLO VINEYARDS INC	15.00	\$195.00
018-300-050-000	GALLO VINEYARDS INC	11.42	\$148.46
018-300-051-000	GALLO VINEYARDS INC	93.00	\$1,209.00
025-400-003-000	GALLO VINEYARDS INC	51.36	\$667.68
032-030-010-000	GALLO VINEYARDS INC	119.59	\$1,554.67
032-030-059-000	GALLO VINEYARDS INC	30.25	\$393.25
032-030-060-000	GALLO VINEYARDS INC	110.63	\$1,438.19
032-030-061-000	GALLO VINEYARDS INC	128.54	\$1,671.02
032-030-062-000	GALLO VINEYARDS INC	94.09	\$1,223.17
032-540-001-000	GALLO VINEYARDS INC	106.81	\$1,388.53
032-540-015-000	GALLO VINEYARDS INC	26.00	\$338.00
009-460-016-000	GAMBLE JAMES A AND STEPHANIE WEEKS	3.14	\$40.82
031-070-011-000	GAMBLE LAUNCE L TR	7.95	\$103.35
027-360-001-000	GAMBLE MARK D TR	2.00	\$26.00
032-070-026-000	GANDOLFO JOSYANE LOUISE TR	1.00	\$13.00
022-140-031-000	GANTNER ANTHONY F ETAL	1.50	\$19.50
022-140-056-000	GANTNER JOHN M TR ETAL	15.00	\$195.00
027-020-013-000	GARDEN AMY W TR ETAL	15.00	\$195.00
038-080-005-000	GARDNER JAMES E & DORIS I TR	3.00	\$39.00
031-030-016-000	GARGIULO VINEYARD LLC	35.00	\$455.00
031-070-038-000	GARGIULO VINEYARD LLC	6.80	\$88.40
031-070-039-000	GARGIULO VINEYARD LLC	2.25	\$29.25
047-043-020-000	GARNER ABIGAIL M TR	6.50	\$84.50
027-280-012-000	GARRETT MARIE-LOUISE TR ETAL	15.61	\$202.93
027-280-013-000	GARRETT MARIE-LOUISE TR ETAL	2.81	\$36.53
039-232-007-000	GARTON CINDY CHARLENE	2.00	\$26.00
039-232-018-000	GARTON MICHAEL P & BEVERLY	7.00	\$91.00
039-190-037-000	GARVEY III LLC	31.40	\$408.20
027-460-036-000	GARVEY PATRICK J & JULIA K TR	20.78	\$270.14
030-250-013-000	GARVEY PATRICK J & JULIA K TR	40.49	\$526.37
045-380-014-000	GARVEY PAUL T & LINDA L TR ETAL	9.91	\$128.83
047-320-004-000	GARVEY PAUL T & LINDA L TR ETAL	12.05	\$156.65
032-440-021-000	GASKINS GEORGE W TR	9.60	\$124.80
032-440-022-000	GASKINS GEORGE W TR	22.40	\$291.20
022-034-006-000	GASSER GLAUDINE TR ETAL	38.20	\$496.60
052-130-052-000	GC NAPA PROPERTIES LLC	2.97	\$38.61
047-390-019-000	GEE PAUL TEANG TR ETAL	16.00	\$208.00
020-340-031-000	GEESLIN KEITH B & PRISCILLA B TR	1.39	\$18.07
047-370-011-000	GELTIS ARISTOMENIS M TR	13.08	\$170.04
036-100-022-000	GEORGE BERT L & CYNDIE ANN TR ETAL	3.27	\$42.51
022-210-024-000	GF VINEYARDS LLC	1.97	\$25.61
018-300-049-000	GHIRINGHELLI HELEN R TR	2.00	\$26.00
027-210-033-000	GIANT OAK CORP	15.26	\$198.38
027-210-036-000	GIANT OAK CORP	18.33	\$238.29
047-370-002-000	GIBSON BONNIE DEXTER TR	2.37	\$30.81
021-030-046-000	GIELOW GARY M & SHAMP TOMMY H TR	1.81	\$23.53
039-270-001-000	GILBERT CHRISTOPHER LEE & SMITH-GILBERT MICHELLE	2.00	\$26.00
047-252-007-000	GIOVANNONI ANTHONY J & JULANE K TR	4.70	\$61.10
047-230-042-000	GIOVANNONI CAROL TR ETAL	41.58	\$540.54
034-160-027-000	GIOVANNONI MICHAEL D AND CATHERINE H TR	8.88	\$115.44
039-400-005-000	GITTINGS SAMUEL E III TR	18.86	\$245.18
021-010-075-000	GLEASON DONALD H & ERELA M TR	1.89	\$24.57
036-140-066-000	GLOBAL AG PROPERTIES II USA LLC	35.90	\$466.70
036-140-067-000	GLOBAL AG PROPERTIES II USA LLC	36.60	\$475.80
036-150-062-000	GLOBAL AG PROPERTIES II USA LLC	39.15	\$508.95
036-160-025-000	GLOBAL AG PROPERTIES II USA LLC	32.21	\$418.73
036-180-050-000	GLOBAL AG PROPERTIES II USA LLC	38.97	\$506.61

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
057-340-002-000	GLOBAL AG PROPERTIES II USA LLC	136.00	\$1,768.00
018-210-012-000	GLOBAL AG PROPERTIES USA LLC	77.03	\$1,001.39
018-210-014-000	GLOBAL AG PROPERTIES USA LLC	24.48	\$318.24
018-260-014-000	GLOBAL AG PROPERTIES USA LLC	89.20	\$1,159.60
018-260-024-000	GLOBAL AG PROPERTIES USA LLC	112.42	\$1,461.46
018-260-026-000	GLOBAL AG PROPERTIES USA LLC	53.25	\$692.25
018-270-011-000	GLOBAL AG PROPERTIES USA LLC	54.17	\$704.21
047-120-002-000	GLOBAL AG PROPERTIES USA LLC	170.93	\$2,222.09
047-120-003-000	GLOBAL AG PROPERTIES USA LLC	5.12	\$66.56
032-500-022-000	GLORIAFELIX ROSA ELENA SUC TR	5.50	\$71.50
017-110-053-000	GODWARD RITA S TR	19.61	\$254.93
047-252-005-000	GOEL DHARAM ETAL TR	14.65	\$190.45
036-140-024-000	GOLDBERG EVAN & CYNTHIA TR	5.08	\$66.04
027-120-016-000	GOLDEN-AMERICA INC	3.82	\$49.66
009-670-017-000	GOLDFARB STEVEN H & LINDA S TR	7.90	\$102.70
030-300-042-000	GOLDIN INVESTMENT I INC	27.87	\$362.31
021-030-028-000	GOLDIN RONALD L TR ETAL & YOUNG MARK TR	6.78	\$88.14
039-190-058-000	GOLDMAN JONATHAN S TR	4.72	\$61.36
039-280-018-000	GOLDMAN JONATHAN S TR	7.80	\$101.40
033-040-057-000	GOLDVISTA HOLDINGS LLC	15.32	\$199.16
027-100-020-000	GOLUBCHIK STEVEN E & LASALLE LINDSAY A TR	1.00	\$13.00
032-150-054-000	GOMEZ THOMAS W JR TR ETAL	13.37	\$173.81
049-091-002-000	GONSALVES TERRY M & JOANNE L TR	1.21	\$15.73
039-060-023-000	GOOD NITE INN SEA WORLD PARTNERS	1.00	\$13.00
022-180-015-000	GOOD WINE COMPANY	10.08	\$131.04
022-180-053-000	GOOD WINE COMPANY	21.49	\$279.37
020-210-003-000	GOODBY JEFFREY ALAN TR ETAL	8.50	\$110.50
017-210-011-000	GOODMAN ROBERT & PASLIN KATE	2.75	\$35.75
033-220-002-000	GORDON DONALD W & CHRISTIN TR ETAL	38.20	\$496.60
033-220-005-000	GORDON DONALD W & CHRISTIN TR ETAL	49.10	\$638.30
021-420-029-000	GOTT THOMAS CARY & VICTORIA LEIGH ETAL TR	1.00	\$13.00
049-050-014-000	GRAGG LAWRENCE M AND CHUTARATNA TR	3.52	\$45.76
039-590-004-000	GRANDFIELD SHEILA ETAL TR	6.06	\$78.78
039-140-027-000	GRASSI MARK ANTHONY & JAMI LEE TR	1.66	\$21.58
018-210-005-000	GRATUS VINEYARDS LP	7.80	\$101.40
027-120-022-000	GRECH NANCY TR ETAL	9.50	\$123.50
058-030-041-000	GREEN ISLAND VINEYARDS	39.52	\$513.76
030-280-012-000	GREEN JULIE TR ETAL	12.00	\$156.00
039-660-019-000	GREEN MICHAEL E & JOAN C TR	1.00	\$13.00
027-210-005-000	GREER ROBERT W & CYNTHIA PENTURELLI TR ETAL	3.15	\$40.95
027-411-004-000	GRGICH HILLS CELLAR	41.50	\$539.50
027-412-001-000	GRGICH HILLS CELLAR	20.85	\$271.05
027-470-032-000	GRGICH HILLS CELLAR	10.07	\$130.91
027-470-033-000	GRGICH HILLS CELLAR	7.56	\$98.28
047-130-001-000	GRGICH HILLS CELLAR	86.42	\$1,123.46
057-070-017-000	GRGICH HILLS CELLAR	119.99	\$1,559.87
020-010-038-000	GRGICH MILJENKO TR	33.92	\$440.96
031-240-022-000	GRIGSBY ERIC JEROME & ROCCA MARY FRANCES	20.02	\$260.26
045-230-009-000	GRIGSBY ERIC JEROME & ROCCA MARY FRANCES	9.50	\$123.50
031-050-053-000	GROTH VINEYARDS AND WINERY LLC	55.16	\$717.08
031-050-054-000	GROTH VINEYARDS AND WINERY LLC	43.44	\$564.72
034-200-013-000	GROTH VINEYARDS AND WINERY LLC	20.24	\$263.12
034-211-017-000	GROTH VINEYARDS AND WINERY LLC	8.82	\$114.66
034-211-055-000	GROTH VINEYARDS AND WINERY LLC	8.99	\$116.87
035-120-036-000	GRR VINEYARD LLC ETAL	20.45	\$265.85
036-070-027-000	GRUPALO DONALD PAUL & DOLORES ANITA TR	5.78	\$75.14
032-550-026-000	GRUPP CYNTHIA F TR	1.13	\$14.69
011-351-033-000	GUARINO ALBERTO M & ROSEMARY OLVERA TR	2.00	\$26.00
011-351-031-000	GUARINO JOHN A	2.25	\$29.25



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
011-351-034-000	GUARINO NICOLA A TR	2.00	\$26.00
011-351-012-000	GUARINO NICOLA A TR ETAL	3.80	\$49.40
011-351-028-000	GUBEL GUSTAVO	1.19	\$15.47
039-260-016-000	GUCK NINA E TR	1.42	\$18.46
045-310-057-000	GULASH JOSEPH N & ALEXIS TR	3.90	\$50.70
045-170-006-000	GUTTERSEN SHAWN P & COSTANZA PERAGLIE TR	4.16	\$54.08
031-170-016-000	GV ACQUISITION COMPANY LLC	15.14	\$196.82
017-230-005-000	H B VINEYARDS	5.83	\$75.79
039-270-020-000	H DE V LLC	10.39	\$135.07
024-262-031-000	HABER FAMILY VINEYARDS LLC	2.22	\$28.86
038-190-008-000	HABERGER MARK S TR ETAL	5.00	\$65.00
038-190-009-000	HABERGER PAUL JAMES TR ETAL	6.00	\$78.00
031-220-010-000	HACKETT SARAH FAITH SUC TR	4.93	\$64.09
027-160-058-000	HAGEN DREW & SUSAN E TR	2.10	\$27.30
047-120-001-000	HAIRE VINEYARDS LLC	33.50	\$435.50
030-300-039-000	HALL 60 AUBERGE LLC	19.41	\$252.33
032-490-010-000	HALL BRAMBLETREE ASSOCIATES LTD	4.31	\$56.03
032-490-015-000	HALL BRAMBLETREE ASSOCIATES LTD	1.46	\$18.98
018-140-026-000	HALL HARDESTER LLC	61.16	\$795.08
018-140-033-000	HALL HARDESTER LLC	97.76	\$1,270.88
027-120-061-000	HALL HIGHWAY 29 WINERY LLC ETAL	15.43	\$200.59
047-280-023-000	HALL JAMES M TR ETAL	6.80	\$88.40
017-160-003-000	HAMILTON WILLARD E AND ANNE L TR	8.10	\$105.30
009-460-012-000	HAMPSON DIRK M & CHARLOTTE C TR	3.72	\$48.36
032-530-028-000	HANABI 100 ACRES LLC	2.92	\$37.96
031-180-042-000	HANGMAN KEVIN L & CRISTINA E	3.50	\$45.50
035-031-013-000	HANNA WILLIAM T & CLAUDIA JO TR	9.80	\$127.40
035-041-022-000	HANNA WILLIAM T & CLAUDIA JO TR ETAL	19.80	\$257.40
039-260-021-000	HANSEN MERWIN J & LISA C TR	1.11	\$14.43
035-101-018-000	HANSON-HSIEH VINEYARDS	46.18	\$600.34
031-070-007-000	HARBISON JOSEPH F III & PATRICIA A TR	2.84	\$36.92
025-020-020-000	HARDIN ALAN S TR	13.00	\$169.00
025-210-019-000	HARDIN DONALD R TR	32.00	\$416.00
018-140-034-000	HARDIN MATTHEW W & ALICIA R TR	1.70	\$22.10
018-110-034-000	HARDIN WILLIAM W TR	66.97	\$870.61
033-010-056-000	HARDTEN FAMILY VINEYARDS LLC	6.87	\$89.31
047-252-010-000	HARGIS DARLEENE TR	2.00	\$26.00
027-340-054-000	HARLAN ESTATE RANCH HOLDINGS	4.19	\$54.47
027-490-018-000	HARLAN ESTATE RANCH HOLDINGS	2.70	\$35.10
027-490-019-000	HARLAN ESTATE RANCH HOLDINGS I LP	2.39	\$31.07
027-490-021-000	HARLAN FAMILY AGRICULTURAL HOLDINGS LP	23.10	\$300.30
047-370-019-000	HARMON DAVID L III	3.21	\$41.73
032-210-006-000	HARRIS JOHN ROBERT & JESSICA LYNN TR ETAL	6.00	\$78.00
032-210-016-000	HARRIS JOHN ROBERT & JESSICA LYNN TR ETAL	5.00	\$65.00
027-430-028-000	HARRIS JOSEPH MERLE JR TR ETAL	13.80	\$179.40
027-540-001-000	HARRIS RENNICK J & MARILYN P TR	9.29	\$120.77
027-540-002-000	HARRIS RENNICK J & MARILYN P TR	15.45	\$200.85
027-540-003-000	HARRIS RENNICK J & MARILYN P TR	21.00	\$273.00
031-100-006-000	HARRIS RENNICK J & MARILYN P TR	19.57	\$254.41
030-250-006-000	HARRISON WILLIAM M & DEANNA F TR	6.00	\$78.00
009-470-023-000	HART WILLIAM & MARGARET K TR	4.00	\$52.00
031-060-025-000	HARTER DENNIS W & SHARON K TR	1.55	\$20.15
039-620-006-000	HARTWIG GARY & CATHI	1.50	\$19.50
050-010-017-000	HASPEL DANIEL JONATHAN & JOSANNA WEEKS TR	1.45	\$18.85
038-170-024-000	HASSELL GARY LYNN & SHIRLEY A TR ETAL	1.09	\$14.17
030-070-008-000	HAUG MARIA TR ETAL	5.47	\$71.11
011-260-077-000	HAWKSWORTH SIMON & AVIA	2.04	\$26.52
034-060-049-000	HAWLEY WILLIAM R AND SUSAN BRANDT	9.21	\$119.73
009-350-056-000	HAYNE WILLIAM ALSTON IV & ADRIAN K TR ETAL	12.64	\$164.32

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
052-450-001-000	HAYNES VINEYARD LLC	36.54	\$475.02
027-260-017-000	HEID BRUCE C & CAROLE R TR	1.19	\$15.47
027-260-018-000	HEID BRUCE C & CAROLE R TR	1.19	\$15.47
027-260-019-000	HEID BRUCE C & CAROLE R TR	1.00	\$13.00
027-260-020-000	HEID BRUCE C & CAROLE R TR	1.02	\$13.26
025-370-059-000	HEIN PAUL B AND VICTORIA C TR	1.00	\$13.00
024-450-009-000	HEISER JAMES B	3.46	\$44.98
036-150-025-000	HEITZ DAVID T TR	5.41	\$70.33
020-210-006-000	HEITZ GARY F AND VIRGINIA C CO-TR	9.80	\$127.40
020-210-016-000	HEITZ MARK RANDALL ETAL	10.15	\$131.95
020-210-015-000	HEITZ WALTER LEWIS ETAL	1.50	\$19.50
018-040-019-000	HEITZ WINE CELLARS	94.67	\$1,230.71
018-310-003-000	HEITZ WINE CELLARS	45.31	\$589.03
018-310-025-000	HEITZ WINE CELLARS	79.18	\$1,029.34
022-031-001-000	HEITZ WINE CELLARS	11.30	\$146.90
024-332-021-000	HEITZ WINE CELLARS	7.38	\$95.94
025-180-013-000	HEITZ WINE CELLARS	33.40	\$434.20
030-020-002-000	HEITZ WINE CELLARS	7.17	\$93.21
030-020-022-000	HEITZ WINE CELLARS	1.40	\$18.20
030-020-023-000	HEITZ WINE CELLARS	4.49	\$58.37
030-120-020-000	HEITZ WINE CELLARS	16.30	\$211.90
030-120-033-000	HEITZ WINE CELLARS	55.85	\$726.05
030-200-030-000	HEITZ WINE CELLARS	50.34	\$654.42
034-170-016-000	HEITZ WINE CELLARS	22.66	\$294.58
009-030-051-000	HELENA VINEDO LLC	1.66	\$21.58
009-350-042-000	HENDRICKS MARGARET C TR	3.00	\$39.00
032-540-016-000	HENDRICKSON MARILYN K	18.70	\$243.10
045-380-001-000	HENDRICKSON MARILYN K	7.00	\$91.00
035-101-001-000	HENDRY GEORGE O	1.11	\$14.43
035-101-002-000	HENDRY GEORGE ORR	14.41	\$187.33
035-101-003-000	HENDRY GEORGE ORR	18.80	\$244.40
035-101-020-000	HENDRY GEORGE ORR	10.39	\$135.07
035-101-021-000	HENDRY GEORGE ORR	2.15	\$27.95
035-120-031-000	HENDRY GEORGE ORR	23.86	\$310.18
035-120-033-000	HENDRY GEORGE ORR	38.16	\$496.08
057-100-030-000	HERNANDEZ ELEODORO & NOEMI	5.50	\$71.50
036-120-002-000	HERRICK II RANCH LLC	86.53	\$1,124.89
018-250-019-000	HESS COLLECTION WINERY	156.91	\$2,039.83
018-250-020-000	HESS COLLECTION WINERY	20.98	\$272.74
018-250-021-000	HESS COLLECTION WINERY	18.83	\$244.79
018-270-014-000	HESS COLLECTION WINERY	5.60	\$72.80
018-270-015-000	HESS COLLECTION WINERY	8.30	\$107.90
018-270-017-000	HESS COLLECTION WINERY	36.10	\$469.30
018-270-018-000	HESS COLLECTION WINERY	96.90	\$1,259.70
057-090-065-000	HESS COLLECTION WINERY	172.24	\$2,239.12
020-370-027-000	HEWIT INGER TR	10.82	\$140.66
032-500-014-000	HILL DOUGLAS W	13.41	\$174.33
032-540-019-000	HILL DOUGLAS W	25.14	\$326.82
043-190-004-000	HILL DOUGLAS W	11.66	\$151.58
039-150-085-000	HILL WILLIAM H	34.00	\$442.00
039-150-084-000	HILL WILLIAM H ETAL	14.00	\$182.00
039-150-086-000	HILL WILLIAM HENRY TR	3.72	\$48.36
030-090-044-000	HILLS VINEYARDS	14.64	\$190.32
011-351-037-000	HINDSIGHT VINEYARDS LLC	4.80	\$62.40
025-440-005-000	HINSHAW JOHN & JULIA TR	2.50	\$32.50
025-440-006-000	HINSHAW JOHN MARK	2.19	\$28.47
024-332-020-000	HM OPPORTUNITIES LLC	1.27	\$16.51
025-110-049-000	HMS VINEYARDS LLC	9.39	\$122.07
024-031-020-000	HMVC-ANDERSON LANE LLC	2.38	\$30.94



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
034-350-007-000	HO JAMES K & DOREEN WOO TR	11.31	\$147.03
035-470-009-000	HODGES SHANNON TR	4.00	\$52.00
011-351-026-000	HOFFMAN JOANNE L TR ETAL	2.00	\$26.00
049-310-004-000	HOLBROOK HAROLD L & PHOEBE T TR	1.38	\$17.94
030-270-005-000	HOLDEN BEVERLY TR	4.50	\$58.50
045-271-009-000	HOLLABAUGH JIMMY DOWL & AMELIA M	3.00	\$39.00
036-170-045-000	HOLMAN JON SUC TR	7.20	\$93.60
039-620-005-000	HOLMES MATTHEW F TR	1.00	\$13.00
027-460-016-000	HONEST MAN LLC	13.12	\$170.56
030-090-003-000	HONIG VINEYARD AND WINERY LLC	49.70	\$646.10
036-110-013-000	HOOPES FAMILY WINERY PARTNERS LP	6.00	\$78.00
031-100-034-000	HOOPES SPENCER W	7.50	\$97.50
027-570-013-000	HOPE MANAGEMENT LLC	5.93	\$77.09
027-280-040-000	HORTON PAMELA D ETAL	15.02	\$195.26
039-670-014-000	HOSSFELD SUSAN W ETAL TR ETAL	1.40	\$18.20
039-670-013-000	HOSSFELD SUSAN W TR ETAL	20.95	\$272.35
039-390-017-000	HOUSLEY ARIK J I & HANNAH A	1.00	\$13.00
039-580-016-000	HOUSLEY ARTHUR J & JUDITH A TR	1.50	\$19.50
032-560-024-000	HOUYI VINEYARD LLC	19.00	\$247.00
050-342-004-000	HOWARD CHARLES O & PAMELA M TR	2.00	\$26.00
036-180-032-000	HOWARD LANE PROPERTY LLC	1.00	\$13.00
024-061-003-000	HOWELL MOUNTAIN CRU LLC	1.44	\$18.72
024-450-008-000	HOWELL MOUNTAIN VINEYARD COMPANY LLC	6.00	\$78.00
034-160-003-000	HQ WINERY LLC	1.29	\$16.77
009-470-010-000	HUBBARD MICHAEL K TR	5.00	\$65.00
027-260-010-000	HUDSON DONALD LLOYD & KATHLEEN SEIM TR	1.50	\$19.50
047-070-023-000	HUDSONIA LLC	88.03	\$1,144.39
050-380-010-000	HUDSONIA LLC	73.47	\$955.11
024-040-002-000	HUGHES LOYAL H JR & LINDA L	5.21	\$67.73
011-400-013-000	HUGHES RODNEY G SUC TR ETAL	1.90	\$24.70
050-372-008-000	HULET DEBORAH JAYNE & JEFFERSON RICHARD TR	1.20	\$15.60
052-460-032-000	HUMBLE ROBERSON JR	1.00	\$13.00
039-600-016-000	HUMPHREY JOHN C & JANIE V TR	2.00	\$26.00
021-040-014-000	HUNDRED ACRE WINE ESTATE LLC	8.48	\$110.24
030-060-054-000	HUNEEUS CHANTRE PROPERTIES LLC	39.55	\$514.15
059-020-044-000	HUNT ERNEST J ETAL TR ETAL	44.11	\$573.43
009-030-057-000	HUNTER DENNIS R	5.03	\$65.39
011-260-011-000	HURD PETER S & DIANE TSUKAMOTO TR ETAL	14.61	\$189.93
030-190-012-000	HURT WILLIAM LON & HOLLY JOY TR ETAL	6.09	\$79.17
039-640-008-000	HUSIC FRANK J & JULIE A TR	7.40	\$96.20
047-300-010-000	HYDE LAURENCE W AND ELZBIETA TR	9.98	\$129.74
025-270-022-000	HYPERION INVESTMENTS LLC	18.18	\$236.34
025-270-027-000	HYPERION INVESTMENTS LLC	14.47	\$188.11
025-270-025-000	HYPERION VINEYARD HOLDINGS LLC	75.65	\$983.45
031-170-004-000	ILSLEY DAVID J ETAL	2.40	\$31.20
032-530-023-000	ILSLEY JANICE E TR ETAL	20.86	\$271.18
038-440-015-000	IMRIE HELEN H TR ETAL	11.20	\$145.60
038-440-010-000	IMRIE LINDA K TR	21.30	\$276.90
050-342-006-000	IRONWOODS VENTURES LLC	3.86	\$50.18
011-410-017-000	ITTIG GARY M & GRAUL LISA F ETAL	3.70	\$48.10
047-230-013-000	IUND DAVID TR	17.90	\$232.70
047-230-035-000	IUND HESTER A TR	8.00	\$104.00
050-342-008-000	IVANOFF ALEXANDER E & SHARON L TR	2.00	\$26.00
031-050-073-000	J RANCH LLC	1.13	\$14.69
036-140-058-000	J&J RIVER ROCK VINEYARDS LLC	40.14	\$521.82
036-140-059-000	J&J RIVER ROCK VINEYARDS LLC	35.82	\$465.66
031-080-005-000	JACKSON FAMILY ESTATES 1 LLC	40.99	\$532.87
034-350-004-000	JACKSON FAMILY ESTATES 1 LLC	1.81	\$23.53
034-350-006-000	JACKSON FAMILY ESTATES 1 LLC	21.81	\$283.53

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
034-350-030-000	JACKSON FAMILY ESTATES 1 LLC	37.38	\$485.94
022-140-057-000	JACKSON FAMILY INVESTMENTS III	24.14	\$313.82
020-360-024-000	JACKSON FAMILY INVESTMENTS III LLC	17.06	\$221.78
020-450-022-000	JACKSON FAMILY INVESTMENTS III LLC	10.57	\$137.41
022-130-024-000	JACKSON FAMILY INVESTMENTS III LLC	2.09	\$27.17
022-200-025-000	JACKSON FAMILY INVESTMENTS III LLC	5.48	\$71.24
022-250-009-000	JACKSON FAMILY INVESTMENTS III LLC	27.11	\$352.43
024-300-015-000	JACKSON FAMILY INVESTMENTS III LLC	66.89	\$869.57
024-350-019-000	JACKSON FAMILY INVESTMENTS III LLC	16.62	\$216.06
024-350-022-000	JACKSON FAMILY INVESTMENTS III LLC	1.89	\$24.57
024-350-023-000	JACKSON FAMILY INVESTMENTS III LLC	9.77	\$127.01
034-350-034-000	JACKSON FAMILY INVESTMENTS III LLC	6.00	\$78.00
034-350-044-000	JACKSON FAMILY INVESTMENTS III LLC	18.83	\$244.79
047-120-015-000	JACKSON FAMILY INVESTMENTS III LLC	105.21	\$1,367.73
047-272-021-000	JACKSON FAMILY INVESTMENTS III LLC	71.27	\$926.51
031-080-006-000	JACKSON FAMILY INVESTMENTS LLC	13.94	\$181.22
031-100-005-000	JACKSON FAMILY INVESTMENTS LLC	3.78	\$49.14
035-470-003-000	JACKSON GLENN E & LABRIE-JACKSON ROBIN L TR	2.50	\$32.50
047-310-006-000	JACOBS JAY B AND AMELIA MAXINE TR	7.51	\$97.63
030-080-027-000	JACOBS STACY R TR	1.10	\$14.30
047-041-020-000	JAFOW NAPA VALLEY LLC	4.20	\$54.60
059-010-020-000	JAFOW NAPA VALLEY LLC	74.00	\$962.00
052-380-035-000	JAGER RICHARD E & JOAN M TR	2.30	\$29.90
052-400-023-000	JAGER RICHARD E & JOAN M TR	1.40	\$18.20
059-020-055-000	JAMCAN LLC	25.32	\$329.16
018-050-048-000	JANZEN CLAUS DETLEV G & DIANE L TR	5.30	\$68.90
033-370-026-000	JARVIS	12.91	\$167.83
033-360-009-000	JARVIS WILLIAM E & LETICIA A TR	20.93	\$272.09
033-370-025-000	JARVIS WILLIAM E & LETICIA A TR	6.39	\$83.07
032-120-027-000	JAYCHRIS VINEYARDS LLC	12.42	\$161.46
030-190-002-000	JD ESTATE VINEYARDS LLC	2.05	\$26.65
039-680-004-000	JEEP SHED LLC	7.00	\$91.00
039-680-005-000	JEEP SHED LLC	28.84	\$374.92
034-100-035-000	JENNINGS ROBERT JOHNSTON & CHRISTINA FAYE ANDRE	11.73	\$152.49
025-440-031-000	JIMMY NIK RANCH LLC	8.00	\$104.00
032-400-031-000	JINKS SUSAN J TR	6.90	\$89.70
031-180-043-000	JITNER LAWRENCE SPENCER ETAL	4.50	\$58.50
027-120-059-000	JKG-B LLC	4.04	\$52.52
027-120-060-000	JKG-C LLC	5.25	\$68.25
027-020-070-000	JOEL GOTT WINES LLC	5.62	\$73.06
039-310-028-000	JOHANSON ROBERT H & MARJO B TR	1.50	\$19.50
027-100-038-000	JOHN AK-B LLC	14.90	\$193.70
027-460-023-000	JOHNSON JULIE A TR	9.42	\$122.46
039-190-006-000	JOHNSON MICHAEL L & MARIAN H TR	7.00	\$91.00
017-160-036-000	JOHNSON R EDWARD & POLLY P TR	18.46	\$239.98
018-310-050-000	JOHNSON REVERDY TR	4.31	\$56.03
021-030-009-000	JOHNSON ROBERT K TR	1.07	\$13.91
034-200-006-000	JOHNSON THOMAS CHARLES & CLAUDIA TRIEMAN TR	3.89	\$50.57
017-120-039-000	JOHNSTON CHARLES L	2.00	\$26.00
050-361-005-000	JONES BART E TR	1.23	\$15.99
039-130-019-000	JONES CLINTON C & KIMBERLY T TR	1.30	\$16.90
021-010-070-000	JONES E RICHARD TR ETAL	8.28	\$107.64
047-280-006-000	JONES ROBERT E & DARLENE L TR ETAL	8.48	\$110.24
052-170-028-000	JONES ROBERT E AND DARLENE L CO-TR	9.42	\$122.46
025-080-041-000	JONES SANDRA	1.10	\$14.30
039-231-004-000	JONES WESLEY & SWAIN EMMA	1.00	\$13.00
046-370-029-000	JONIVE VISTA LLC	89.73	\$1,166.49
039-100-008-000	JORDAN ROBERT TR	3.00	\$39.00
036-070-009-000	JORDAN THOMAS J & MELINDA S TR	4.06	\$52.78

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
036-160-019-000	JUNE MOUNTAIN VINEYARD LLC	12.00	\$156.00
036-160-011-000	K & G VINEYARDS LLC	38.56	\$501.28
036-160-012-000	K & G VINEYARDS LLC	34.62	\$450.06
034-160-020-000	KALAMARAS JOHN & LYSA TR	4.57	\$59.41
017-210-029-000	KALARIS FAMILY VINEYARD LLC	10.75	\$139.75
009-020-020-000	KAN YUET WAI & ALVERA L TR ETAL	4.36	\$56.68
031-180-047-000	KAPCSANDY FAMILY LLC	14.31	\$186.03
039-400-081-000	KAPLAN JAMES L & ELLEN A	8.00	\$104.00
039-200-009-000	KARDOSH MOUNIR & FERIAL	4.00	\$52.00
036-170-019-000	KASTEN JOHN CHARLES & CYNTHIA BETH TR	1.38	\$17.94
039-660-018-000	KAUFMAN RICHARD H & JENNIFER R TR ETAL	1.50	\$19.50
032-550-007-000	KAUNG GORDON KAUNG-OO & LILLIAN FEE-LWIN	2.00	\$26.00
039-190-055-000	KB01 LLC ETAL	7.93	\$103.09
022-140-027-000	KEENAN MICHAEL C	4.68	\$60.84
022-150-036-000	KEENAN MICHAEL C	42.04	\$546.52
009-010-027-000	KEENE JANET TR	2.00	\$26.00
009-441-023-000	KEENE JANET TR	4.00	\$52.00
034-150-016-000	KEEVER WILLIAM L & OLGA TR ETAL	5.31	\$69.03
034-150-036-000	KEILMAN MARY M TR	3.06	\$39.78
034-150-037-000	KEILMAN MARY M TR	8.95	\$116.35
034-150-041-000	KEILMAN MARY M TR	4.43	\$57.59
030-260-029-000	KELHAM SUSANNA ROGERS TR ETAL	6.00	\$78.00
027-500-037-000	KELHAM VINEYARDS GROWERS LLC	47.29	\$614.77
027-500-016-000	KELHAM WILLIAM TR	3.43	\$44.59
027-500-036-000	KELHAM WILLIAM TR	2.62	\$34.06
027-500-034-000	KELLEHER DONALD J AND DONNA B TR	7.95	\$103.35
031-180-055-000	KELLER YOUNTVILLE VINEYARD LLC	37.00	\$481.00
041-490-005-000	KELLEY CHRISTOPHER MICHAEL ETAL	2.00	\$26.00
035-470-035-000	KELLY GENE & PAULA J TR	8.20	\$106.60
017-230-003-000	KENEFICK PETER TR ETAL	7.35	\$95.55
017-230-029-000	KENEFICK PETER TR ETAL	16.75	\$217.75
017-230-001-000	KENEFICK THOMAS P TR ETAL	23.79	\$309.27
017-230-002-000	KENEFICK THOMAS P TR ETAL	21.35	\$277.55
018-050-020-000	KENEFICK THOMAS P TR ETAL	11.90	\$154.70
020-340-007-000	KENEFICK THOMAS P TR ETAL	33.50	\$435.50
020-340-018-000	KENEFICK THOMAS P TR ETAL	6.00	\$78.00
033-110-015-000	KENZO ESTATE INC	7.46	\$96.98
033-110-061-000	KENZO ESTATE INC	7.18	\$93.34
033-110-074-000	KENZO ESTATE INC	38.59	\$501.67
033-110-075-000	KENZO ESTATE INC	7.97	\$103.61
033-130-045-000	KENZO ESTATE INC	5.13	\$66.69
033-190-016-000	KENZO ESTATE INC	45.69	\$593.97
033-380-004-000	KENZO ESTATE INC	2.98	\$38.74
033-380-008-000	KENZO ESTATE INC	1.88	\$24.44
020-340-030-000	KERWIN ESTATE LLC	30.26	\$393.38
034-320-020-000	KHALEDI REAL ESTATE ASSOCIATES 2003 LLC ETAL	22.18	\$288.34
020-390-015-000	KILL KARE INC	8.52	\$110.76
018-280-005-000	KINGBIRD ESTATE LLC	6.00	\$78.00
050-224-012-000	KIPPER MATTHEW L & JENNIFER J TR	1.00	\$13.00
021-380-014-000	KIRKHAM CODY GILLETTE TR ETAL	3.57	\$46.41
021-380-025-000	KIRKHAM CODY GILLETTE TR ETAL	14.65	\$190.45
057-020-081-000	KIRKLAND CATTLE COMPANY	26.19	\$340.47
032-500-021-000	KISER PAUL L & TERRI A	4.10	\$53.30
047-030-030-000	KISER PROPERTIES LTD	40.91	\$531.83
020-180-031-000	KITCHEN TABLE LLC	27.12	\$352.56
039-010-005-000	KITOKO VINEYARDS LLC	14.12	\$183.56
022-110-007-000	KLEIN TERRY H & NANCY TR	10.86	\$141.18
021-351-001-000	KLETTER EVAN TR ETAL	16.08	\$209.04
017-010-041-000	KNIGHTON FAMILY VINEYARD LLC	3.88	\$50.44

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
047-220-001-000	KNITTEL GREGORY SCOTT TR	2.20	\$28.60
036-190-026-000	KNOLLWOOD VINEYARDS	21.25	\$276.25
021-010-060-000	KODO INC	18.13	\$235.69
024-300-078-000	KODO INC	3.00	\$39.00
027-100-044-000	KODO INC	20.25	\$263.25
027-190-001-000	KODO INC	1.41	\$18.33
027-440-007-000	KODO INC	4.94	\$64.22
021-410-035-000	KOERNER ROMBAUER INVESTMENTS LLC	6.24	\$81.12
030-260-004-000	KOERNER ROMBAUER INVESTMENTS LLC	29.73	\$386.49
032-540-029-000	KOERNER ROMBAUER INVESTMENTS LLC	20.37	\$264.81
047-320-030-000	KOERNER ROMBAUER INVESTMENTS LLC	39.28	\$510.64
025-020-023-000	KOKO NOR CORPORATION	45.26	\$588.38
025-020-027-000	KOKO NOR CORPORATION	8.71	\$113.23
025-020-028-000	KOKO NOR CORPORATION	30.89	\$401.57
047-280-022-000	KOMES JOHN A	6.83	\$88.79
027-100-030-000	KOMES JOHN A & MARTHA I	5.66	\$73.58
027-260-022-000	KOMES JOHN A & MARTHA I	2.29	\$29.77
027-260-023-000	KOMES JOHN A & MARTHA I	1.91	\$24.83
052-030-067-000	KONGSGAARD ALEXANDER TR	7.10	\$92.30
052-030-068-000	KONGSGAARD MARTHA	1.50	\$19.50
032-540-042-000	KONGSGAARD WINE LLC	5.00	\$65.00
031-180-052-000	KOPF VINEYARDS LLC	6.20	\$80.60
022-100-013-000	KORTE RANCH LP	20.10	\$261.30
031-050-062-000	KRAMLICH C RICHARD AND PAMELA P TR	11.06	\$143.78
024-450-013-000	KRAUSZ F RON & SUSAN C TR ETAL	12.06	\$156.78
009-350-005-000	KRILL GREGORY D & ROBIN R TR	3.20	\$41.60
052-140-001-000	KRUEGER DAVID M & CATHERINE M	3.75	\$48.75
049-110-011-000	KRUPP JAN R & JANICE D TR ETAL	9.60	\$124.80
027-360-018-000	KT WINECO LLC	12.52	\$162.76
052-100-016-000	KUEHL JOHN D & KUELHL TIFFANY A TR	1.70	\$22.10
022-060-001-000	LA DOLCETTA LLC	6.46	\$83.98
047-100-046-000	LABARGE RUTH E TR	11.00	\$143.00
047-130-006-000	LABCAR INC	15.40	\$200.20
047-230-011-000	LABCAR INC	42.70	\$555.10
047-230-045-000	LABCAR INC	98.30	\$1,277.90
047-230-046-000	LABCAR INC	39.70	\$516.10
027-260-014-000	LABRY EDWARD & KIMBERLY	2.75	\$35.75
057-230-011-000	LAFITTE CORK & CAPSULE INC	2.45	\$31.85
036-170-038-000	LAGI LLC	47.16	\$613.08
057-070-012-000	LAGI LLC	30.00	\$390.00
034-100-018-000	LAGIER STEPHEN T & MEREDITH CAROLE P	3.94	\$51.22
024-450-005-000	LAIL JON A & ROBIN D	3.00	\$39.00
027-422-001-000	LAIL ROBIN D TR ETAL	2.07	\$26.91
036-470-013-000	LAIRD JUSTIN D ETAL	3.50	\$45.50
020-170-002-000	LAIRD JUSTIN D TR ETAL	13.36	\$173.68
030-250-025-000	LAIRD KENNETH E & GAIL S TR	35.94	\$467.22
031-030-017-000	LAIRD KENNETH E & GAIL S TR	61.00	\$793.00
031-030-018-000	LAIRD KENNETH E & GAIL S TR	75.50	\$981.50
034-190-033-000	LAIRD KENNETH E & GAIL S TR	39.00	\$507.00
035-031-031-000	LAIRD KENNETH E & GAIL S TR	25.50	\$331.50
035-031-032-000	LAIRD KENNETH E & GAIL S TR	39.50	\$513.50
035-031-033-000	LAIRD KENNETH E & GAIL S TR	42.00	\$546.00
035-041-027-000	LAIRD KENNETH E & GAIL S TR	6.61	\$85.93
035-480-001-000	LAIRD KENNETH E & GAIL S TR	40.00	\$520.00
036-140-081-000	LAIRD KENNETH E & GAIL S TR	81.35	\$1,057.55
036-160-009-000	LAIRD KENNETH E & GAIL S TR	38.63	\$502.19
036-190-018-000	LAIRD KENNETH E & GAIL S TR	56.00	\$728.00
036-190-027-000	LAIRD KENNETH E & GAIL S TR	4.00	\$52.00
036-470-011-000	LAIRD KENNETH E & GAIL S TR	31.00	\$403.00

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
036-470-012-000	LAIRD KENNETH E & GAIL S TR	13.00	\$169.00
038-180-010-000	LAIRD KENNETH E & GAIL S TR	34.00	\$442.00
038-440-016-000	LAIRD KENNETH E & GAIL S TR	9.30	\$120.90
038-440-018-000	LAIRD KENNETH E & GAIL S TR	13.90	\$180.70
039-190-052-000	LAIRD KENNETH E & GAIL S TR	40.00	\$520.00
047-100-019-000	LAIRD KENNETH E & GAIL S TR	15.00	\$195.00
047-100-045-000	LAIRD KENNETH E & GAIL S TR	34.00	\$442.00
047-100-048-000	LAIRD KENNETH E & GAIL S TR	31.00	\$403.00
047-251-004-000	LAIRD KENNETH E & GAIL S TR	19.00	\$247.00
047-280-015-000	LAIRD KENNETH E & GAIL S TR	30.06	\$390.78
047-290-020-000	LAIRD KENNETH E & GAIL S TR	12.00	\$156.00
057-070-013-000	LAIRD KENNETH E & GAIL S TR	24.84	\$322.92
057-090-066-000	LAIRD KENNETH E & GAIL S TR	35.00	\$455.00
057-090-068-000	LAIRD KENNETH E & GAIL S TR	1.00	\$13.00
007-027-002-000	LAIRD REBECCA A TR ETAL	54.00	\$702.00
016-100-018-000	LAKE NAPA VALLEY INC	46.73	\$607.49
033-070-052-000	LAMB FAMILY VINEYARDS LLC	17.77	\$231.01
021-320-014-000	LAMB JENNIFER Z TR	5.75	\$74.75
018-150-018-000	LAMBENTZ VINEYARDS LLC	13.25	\$172.25
049-242-015-000	LAMBERT BLAIR W & PARIE E TR	1.80	\$23.40
049-242-024-000	LAMBERT BLAIR W & PARIE E TR	4.00	\$52.00
036-150-005-000	LAMBERTON CECIL DEE & KARLA JANENE TR	1.61	\$20.93
018-120-021-000	LAMBORN FAMILY WINE COMPANY LP	2.85	\$37.05
018-200-016-000	LAMBORN FAMILY WINE COMPANY LP	2.80	\$36.40
018-200-023-000	LAMBORN MATTHEW S & LORI A TR	1.40	\$18.20
039-140-008-000	LAMONICA DAVID TR	1.99	\$25.87
039-290-029-000	LAMONICA ROBERT	1.00	\$13.00
039-590-003-000	LAMONICA SAM J & NANCY TR	7.00	\$91.00
034-190-018-000	LAMOREAUX PHILLIP TR ETAL	10.06	\$130.78
049-063-012-000	LANDUCCI DENNIS A TR	6.00	\$78.00
017-230-027-000	LANTZ PROPERTIES III LLC	11.21	\$145.73
017-230-028-000	LANTZ PROPERTIES III LLC	13.48	\$175.24
047-100-029-000	LAPIN JEFFREY C TR ETAL	27.60	\$358.80
047-290-027-000	LAPIN JEFFREY C TR ETAL	15.11	\$196.43
047-390-009-000	LAPIN JEFFREY C TR ETAL	13.61	\$176.93
047-390-014-000	LAPIN JEFFREY C TR ETAL	8.43	\$109.59
047-390-016-000	LAPIN JEFFREY C TR ETAL	5.93	\$77.09
047-390-022-000	LAPIN JEFFREY C TR ETAL	14.08	\$183.04
050-380-007-000	LAPIN JEFFREY C TR ETAL	42.77	\$556.01
030-050-028-000	LARKIN MARGARET G TR	1.09	\$14.17
020-240-009-000	LARKMEAD VINEYARDS	12.06	\$156.78
021-010-071-000	LARKMEAD VINEYARDS	28.65	\$372.45
021-010-073-000	LARKMEAD VINEYARDS	10.83	\$140.79
047-272-023-000	LARSEN CARL J JR ETAL	7.16	\$93.08
047-272-022-000	LARSEN EDWIN L & SHIRLEY D TR	9.95	\$129.35
009-100-025-000	LARSEN NIELS T JR & SUSAN TR ETAL	1.00	\$13.00
035-042-006-000	LARSON CORINNE H TR ETAL	1.90	\$24.70
018-230-001-000	LARSON JON LUTHULI & HENSZEL ANGELA LOUISE	2.00	\$26.00
018-120-015-000	LARSON RICHARD A TR	2.50	\$32.50
021-200-001-000	LAURENT THEODORE E SUC TR	7.31	\$95.03
021-200-002-000	LAURENT THEODORE E SUC TR	11.28	\$146.64
020-330-005-000	LAWER DAVID & ROXANNA E	1.50	\$19.50
021-420-018-000	LAWRENCE FAMILY VINEYARDS LLC	11.06	\$143.78
021-420-036-000	LAWRENCE FAMILY VINEYARDS LLC	6.46	\$83.98
021-420-037-000	LAWRENCE FAMILY VINEYARDS LLC	8.40	\$109.20
033-370-018-000	LAWRENCE SANDRA TR	1.91	\$24.83
020-300-073-000	LAWRENCE WINE ESTATES LLC	34.36	\$446.68
035-470-004-000	LAZARE VINEYARDS LLC	1.96	\$25.48
050-371-007-000	LE MAS LLC	3.21	\$41.73



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
050-371-008-000	LE MAS LLC	1.00	\$13.00
021-072-045-000	LEDEROUT LAURA ETAL TR ETAL	31.60	\$410.80
021-353-003-000	LEE E TITUS & SONS LTD	11.25	\$146.25
021-353-013-000	LEE E TITUS & SONS LTD	22.71	\$295.23
049-010-037-000	LEE ROBERT M & JANICE M TR	2.50	\$32.50
052-100-041-000	LEE STEPHEN T & TERRI L TR	2.90	\$37.70
047-150-021-000	LEE VINEYARDS LLC	3.56	\$46.28
047-150-022-000	LEE VINEYARDS LLC	1.23	\$15.99
047-150-023-000	LEE VINEYARDS LLC	10.02	\$130.26
047-150-024-000	LEE VINEYARDS LLC	10.45	\$135.85
047-150-025-000	LEE VINEYARDS LLC	3.77	\$49.01
017-222-006-000	LEHANE CHRISTOPHER S & EVANS ANDREA C TR	1.65	\$21.45
027-120-034-000	LENAIA VINEYARD LLC	7.06	\$91.78
021-356-001-000	LEONARDINI FAMILY VINEYARDS LLC	10.52	\$136.76
027-100-012-000	LEONARDINI FAMILY VINEYARDS LLC	18.40	\$239.20
027-560-002-000	LEONARDINI FAMILY VINEYARDS LLC	12.62	\$164.06
039-400-079-000	LEONARDINI FAMILY VINEYARDS LLC	17.76	\$230.88
020-430-024-000	LERNER LLC	10.70	\$139.10
032-500-007-000	LEVINE SAUL TR ETAL	16.00	\$208.00
031-040-027-000	LEVY JILL M	10.51	\$136.63
047-150-012-000	LILE RICHARD LEE	3.19	\$41.47
031-160-024-000	LINCOLN-MONDAVI VINEYARD 72 LLC	24.80	\$322.40
049-190-014-000	LINSTAD DANIEL E	1.25	\$16.25
049-190-017-000	LINSTAD DANIEL E	1.25	\$16.25
052-030-012-000	LINSTAD JERRY G TR	9.64	\$125.32
024-040-016-000	LIPARITA LLC	1.40	\$18.20
032-150-035-000	LISOWSKI CRAIG & KAREN TR	8.05	\$104.65
032-160-077-000	LIU CHENGMIN	5.75	\$74.75
031-070-004-000	LJ TRUST COMPANY LLC TR	2.02	\$26.26
031-070-017-000	LJ TRUST COMPANY LLC ETAL TR	2.95	\$38.35
030-100-015-000	LMR WINE ESTATES LLC	34.07	\$442.91
030-100-016-000	LMR WINE ESTATES LLC	11.00	\$143.00
030-100-017-000	LMR WINE ESTATES LLC	10.50	\$136.50
038-050-001-000	LOBO WINES LLC	16.94	\$220.22
009-030-036-000	LOHR RED 50/50 LP	31.10	\$404.30
034-060-020-000	LOKOYA VINEYARDS	10.60	\$137.80
034-060-032-000	LOKOYA VINEYARDS	7.80	\$101.40
027-040-037-000	LONG MEADOW RANCH PARTNERS LP	1.00	\$13.00
027-040-041-000	LONG MEADOW RANCH PARTNERS LP	4.59	\$59.67
027-430-020-000	LONG MEADOW RANCH PARTNERS LP	7.87	\$102.31
027-430-025-000	LONG MEADOW RANCH PARTNERS LP	1.16	\$15.08
032-170-044-000	LONGHORN RIDGE VINEYARD LLC	8.10	\$105.30
027-260-015-000	LONGMAN NEIL & BILJANA KORAC	3.50	\$45.50
039-270-010-000	LONGWOOD RANCH INC	68.04	\$884.52
021-010-001-000	LOOKING GLASS VINEYARD LLC	17.14	\$222.82
032-170-035-000	LOOMIS JEFFREY D	1.50	\$19.50
017-060-013-000	LORACK STEPHEN & EBERWEIN KAREN TR	1.34	\$17.42
031-050-059-000	LORE ESTATES LLC	1.37	\$17.81
036-190-030-000	LOSEY ROBERT P & MARGARET R TR	21.81	\$283.53
032-170-034-000	LOVE KALHOR VINES LLC	1.50	\$19.50
035-031-018-000	LOW EDWARD H AND JEANETTE I TR ETAL	14.56	\$189.28
020-020-001-000	LPC CALIFORNIA ASSOCIATES LLC	5.00	\$65.00
024-300-077-000	LUCIA ABREU VINEYARD HOWELL MOUNTAIN LLC	10.92	\$141.96
038-180-008-000	LUNA PROPERTIES BIG RANCH LLC	12.22	\$158.86
011-260-021-000	LUND RYAN D & GINA M	1.21	\$15.73
011-050-051-000	LUVISI DONALD A & NELLAVENE TR	3.80	\$49.40
011-050-052-000	LUVISI DONALD A & NELLAVENE TR	9.83	\$127.79
017-130-051-000	LYNCH FAMILY VINEYARDS LLC	10.50	\$136.50
017-160-002-000	LYNCH FAMILY VINEYARDS LLC	7.05	\$91.65

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
039-260-019-000	LYNCH KAREN M TR	1.50	\$19.50
034-030-049-000	LYNNTON ENTERPRISES LP	10.59	\$137.67
033-190-004-000	LYONS RICHARD B AND SYLVIA A TR	10.28	\$133.64
034-110-049-000	M & H VINEYARDS INC	10.84	\$140.92
024-032-008-000	M & J MONDAVI FAMILY LLC	1.86	\$24.18
047-320-001-000	M AND H VINEYARDS INC	128.45	\$1,669.85
017-230-020-000	MA VINEYARD PROPERTIES LLC	19.12	\$248.56
027-381-017-000	MACDONNELL JANNINE B TR	9.96	\$129.48
047-370-018-000	MADRIGAL CARLOS SR & VIRGINIA TR	4.80	\$62.40
022-010-040-000	MADRIGAL FAMILY WINERY LLC	8.27	\$107.51
022-010-039-000	MADRIGAL JESUS TR	23.11	\$300.43
018-270-022-000	MADRONE KNOLL VINEYARDS LLC	54.33	\$706.29
030-080-033-000	MADRONE KNOLL VINEYARDS LLC	16.60	\$215.80
009-070-046-000	MAGOWAN PETER A & DEBORAH J TR	2.00	\$26.00
009-070-047-000	MAGOWAN PETER A & DEBORAH J TR	1.67	\$21.71
009-070-029-000	MAGOWAN PETER A AND DEBORAH J TR	6.00	\$78.00
047-090-007-000	MAHONEY FRANCIS VINCENT & KATHLEEN ANNE TR	4.61	\$59.93
057-080-020-000	MALDONADO GUADALUPE A & MARIA D TR	4.00	\$52.00
049-100-007-000	MALIN JOHN S & TERRY M TR	1.00	\$13.00
032-400-018-000	MALK BRIAN C TR	1.00	\$13.00
018-140-003-000	MAMZIRP LLC	46.00	\$598.00
047-252-001-000	MAMZIRP LLC	29.02	\$377.26
017-230-019-000	MANCINI DAWN P TR ETAL	15.80	\$205.40
009-470-020-000	MANDARIN VINEYARD LLC	3.66	\$47.58
022-070-032-000	MANUEL & MARIA FRIAS VINEYARDS LLC	8.50	\$110.50
018-120-030-000	MANZANITA & DOGWOOD LLC	15.55	\$202.15
018-180-040-000	MANZANITA & DOGWOOD LLC	7.93	\$103.09
018-180-042-000	MANZANITA & DOGWOOD LLC	8.47	\$110.11
034-350-037-000	MARANO RONALD PAUL II ETAL	5.47	\$71.11
017-130-042-000	MARKHAM VINEYARDS	48.26	\$627.38
027-381-008-000	MARKHAM VINEYARDS	12.67	\$164.71
027-411-006-000	MARKHAM VINEYARDS	39.54	\$514.02
035-490-008-000	MARKHAM VINEYARDS	49.91	\$648.83
035-490-013-000	MARKHAM VINEYARDS	8.04	\$104.52
035-490-014-000	MARKHAM VINEYARDS	9.27	\$120.51
027-411-005-000	MARKHAM VINEYARDS INC	38.16	\$496.08
052-100-032-000	MAROON RENEE BOLLO TR	17.00	\$221.00
020-010-027-000	MARSTEN DAVID & CATHERINE D TR	3.91	\$50.83
027-010-034-000	MARSTON VINEYARD LLC	31.20	\$405.60
027-120-020-000	MARTIN CORISON VINEYARD LLC	9.00	\$117.00
043-040-009-000	MARTIN DANIEL CHARLES & SHARON ANN TR	1.03	\$13.39
030-200-057-000	MARTIN GREGORY M & PETRA L TR	7.27	\$94.51
045-300-015-000	MARTIN ROBERT R & KAREN A TR	2.32	\$30.16
032-030-047-000	MARTINEZ HENRY G JR & MAYRA C TR	16.00	\$208.00
024-201-024-000	MARTINEZ JUAN & ORTIZ FATIMA	1.04	\$13.52
032-550-032-000	MARTUCCI RICHARD L SR & CAROL T ETAL	1.50	\$19.50
047-120-010-000	MASSARO RAYMOND RUDOLPH & SHIRLEY JO TR	7.06	\$91.78
034-170-004-000	MAST RANCH VINEYARD L P	33.00	\$429.00
039-310-008-000	MATHEWS CATHRYN L TR	4.76	\$61.88
039-130-001-000	MATSCHULLAT ARIANE M H ETAL	1.25	\$16.25
035-480-003-000	MATTHIASSEN STEPHEN K & KLEIN JILL A	3.21	\$41.73
050-170-039-000	MAUCERI J P AND P M TR	1.00	\$13.00
027-480-026-000	MAY MARTHA U TR ETAL	10.85	\$141.05
027-480-028-000	MAY VINEYARDS LLC	6.27	\$81.51
027-480-029-000	MAY VINEYARDS LLC	15.79	\$205.27
034-060-031-000	MAYACAMAS VINEYARDS	2.30	\$29.90
034-060-061-000	MAYACAMAS VINEYARDS	27.90	\$362.70
047-182-004-000	MCBRIDE SEAN W & JULIANA A	3.65	\$47.45
047-280-019-000	MCCALL STEVEN B ETAL	11.97	\$155.61



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
027-120-024-000	MCCARTHY A BERNARD & JUNE A ETAL	7.81	\$101.53
020-410-010-000	MCCLELLAN ROBERT R TR	4.61	\$59.93
030-300-005-000	MCCOURT JAMIE TR	3.01	\$39.13
007-011-001-000	MCCUEN GEORGE P & MARIA D TR	2.57	\$33.41
021-355-001-000	MCDONALD DAVID NEAL TR ETAL	4.50	\$58.50
025-130-005-000	MCDOWELL W PATRICK TR	7.20	\$93.60
032-090-025-000	MCFADDEN DANIEL L & BEVERLEE S TR	2.50	\$32.50
030-280-016-000	MCGAH LIMITED PARTNERSHIP	24.60	\$319.80
009-350-006-000	MCGRATH JOSEPH CHARLES & SYNGAL SONALI TR	3.44	\$44.72
059-430-002-000	MCGRATH PROPERTIES AMERICAN CANYON LLC ETAL	14.80	\$192.40
059-430-005-000	MCGRATH PROPERTIES AMERICAN CANYON LLC ETAL	14.00	\$182.00
052-432-018-000	MCNERNEY SUSAN L TR	1.00	\$13.00
025-060-001-000	MCSCHERK GRAPE HOLDINGS LLC	10.96	\$142.48
031-050-028-000	MCWILLIAMS MT EDEN LLC	42.33	\$550.29
025-110-066-000	MEADOWOOD ASSOCIATES	41.00	\$533.00
036-150-055-000	MEDERO FREDERICK RICHARD & JOANNE TRIMBLE TR	7.02	\$91.26
021-030-060-000	MEEK MICHAEL D & ROBERTA A	4.93	\$64.09
032-560-019-000	MELANSON GREGORY R TR	10.25	\$133.25
021-352-041-000	MELKA PHILIPPE & CHERIE TR	1.64	\$21.32
039-600-013-000	MENDELSON RICHARD P & KNIGHT-MENDELSON MARILYN	1.00	\$13.00
046-620-017-000	MERITAGE RESORT LLC	4.62	\$60.06
030-270-026-000	MERLOT LDVF1 RUTHERFORD LLC	9.27	\$120.51
032-030-065-000	METAMORPHOSIS WINES LLC	4.64	\$60.32
032-030-066-000	METAMORPHOSIS WINES LLC	10.71	\$139.23
009-450-010-000	MEYER ALFRED H JR TR	8.70	\$113.10
009-470-025-000	MEYER ALFRED H JR TR	13.63	\$177.19
047-190-003-000	MEYER BARBARA J TR	3.80	\$49.40
017-160-031-000	MEYER DONALD A TR	8.91	\$115.83
025-260-040-000	MEYER SUSAN J ETAL	7.00	\$91.00
034-110-041-000	MIDDLE PATH WINES LLC	7.65	\$99.45
047-330-052-000	MIDNIGHT SUN INC III	79.05	\$1,027.65
045-330-032-000	MIDORIYA HILLS LLC	2.15	\$27.95
027-160-001-000	MILAT MICHAEL R & CAROLYN D TR ETAL	6.85	\$89.05
027-160-002-000	MILAT ROBERT M & JOYCE A TR ETAL	7.23	\$93.99
027-160-048-000	MILLENNIUM WINERY LLC	16.53	\$214.89
039-020-033-000	MILLER CHRISTOPHER D & MCNAMEE CATHERINE A TR	2.10	\$27.30
052-100-001-000	MILLER DALE D & WANDA L TR	13.50	\$175.50
027-440-004-000	MILLER ELISSA G TR ETAL	9.25	\$120.25
021-030-006-000	MILLER HENRY H & BONNIE TR	1.00	\$13.00
034-110-045-000	MILLER RICHARD J & CAROLYNNE E TR	6.54	\$85.02
036-010-035-000	MILLER RONALD W TR ETAL	45.14	\$586.82
036-010-036-000	MILLER RONALD W TR ETAL	47.44	\$616.72
036-010-013-000	MILLER VINEYARDS LLC	62.59	\$813.67
030-280-029-000	MILLERADLER SABRINA SIF TR ETAL	4.00	\$52.00
039-290-019-000	MILLIKEN RIDGE FARM LLC	2.46	\$31.98
045-310-052-000	MILLS LAWRENCE A & MARISSA C CARLISLE TR	1.25	\$16.25
049-030-027-000	MIMOTO SATORU & MIMOTO-COOKE BARBARA L TR	5.32	\$69.16
020-100-026-000	MINA CURTIS & VIVIANA	5.37	\$69.81
059-060-022-000	MINAHEN ROBERT G ETAL	37.50	\$487.50
052-450-020-000	MINK WILLIAM F & ANGELA B TR	2.50	\$32.50
020-300-036-000	MINOR MARGARET L TR ETAL	4.81	\$62.53
031-220-017-000	MISSIMER FAMILY LIMITED PARTNERSHIP	11.21	\$145.73
032-030-069-000	MMM SILVERADO TRAIL LLC	5.24	\$68.12
034-030-063-000	MOFFITT ELIZABETH TR	5.16	\$67.08
009-070-030-000	MOLINARI PETER E & MARGARETTE B TR ETAL	10.50	\$136.50
024-300-065-000	MONDAVI MARC C & JANICE E TR	9.68	\$125.84
036-100-005-000	MONDAVI VINEYARD LIMITED PARTNERSHIP ETAL	65.66	\$853.58
036-100-017-000	MONDAVI VINEYARD LIMITED PARTNERSHIP ETAL	22.96	\$298.48
017-130-050-000	MONTELENA ASSOCIATES	89.51	\$1,163.63

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
052-240-008-000	MONTES MARA ETAL	2.07	\$26.91
016-010-012-000	MONTESOL LLC	1.00	\$13.00
016-020-029-000	MONTESOL LLC	11.00	\$143.00
017-110-025-000	MONTGOMERY ROBERT K & VALERIE Z TR	7.32	\$95.16
039-260-006-000	MONTICELLI MARCELLO & MARGARET E TR	2.71	\$35.23
039-260-013-000	MONTICELLI MARCELLO & MARGARET E TR	1.50	\$19.50
036-170-036-000	MONTICELLO VINEYARDS	32.00	\$416.00
017-230-045-000	MOONEY JAMES K JR & JILL S TR	17.80	\$231.40
049-241-005-000	MOORE RALPH W JR TR	10.65	\$138.45
027-120-057-000	MOORHEAD FAMILY POST 5 RANCH	7.40	\$96.20
027-460-021-000	MORELAND DAVID BERESFORD & LESLIE BOWLES TR	1.00	\$13.00
047-110-021-000	MORETTI THOMAS AND CAROLYN TR	4.00	\$52.00
033-170-002-000	MORGAN WILLIAM E & BARBARA J TR	32.00	\$416.00
027-220-012-000	MORISOLI MELODY S TR	9.38	\$121.94
027-220-009-000	MORISOLI MICHAEL	1.00	\$13.00
027-210-013-000	MORISOLI VINEYARD LLC	16.58	\$215.54
027-220-003-000	MORISOLI VINEYARD LLC	18.54	\$241.02
022-200-031-000	MORLET FAMILY ESTATE LLC	2.71	\$35.23
034-110-047-000	MORRISON KEVIN P & ANN K TR	4.28	\$55.64
025-380-016-000	MOSHKELANI FAMILY VINEYARD LLC	2.23	\$28.99
032-420-016-000	MOSKOWITE FAMILY RANCH LLC	14.00	\$182.00
032-420-017-000	MOSKOWITE FAMILY RANCH LLC	155.36	\$2,019.68
032-150-062-000	MOSKOWITE GEORGE & ANN ETAL	2.00	\$26.00
035-470-037-000	MOULDS ELIZABETH V TR ETAL	9.20	\$119.60
047-160-009-000	MOULTON PAULA A TR	2.77	\$36.01
031-160-019-000	MOUNT VEEDER SPRINGS IV LLC	7.58	\$98.54
032-500-033-000	MOUNTAIN PEAK VINEYARDS LLC	28.76	\$373.88
031-240-021-000	MOYNIER JOHN P & MELINDA A TR	8.67	\$112.71
020-100-017-000	MUELLER FRANCIS L & ANGELA F TR	1.50	\$19.50
025-160-015-000	MUELLER JOHN S TR	4.60	\$59.80
047-280-005-000	MUELLER SAMANTHA J TR	34.28	\$445.64
047-181-010-000	MUKERJI BETTY-LOU TR ETAL	10.10	\$131.30
021-320-009-000	MUND ESTATE LLC	3.00	\$39.00
022-220-024-000	MURPHY JOHN D & KEY PAULA L TR	2.68	\$34.84
018-300-043-000	MVP VINEYARDS LLC	1.27	\$16.51
032-440-019-000	MWNNNWM CORP	10.65	\$138.45
052-230-003-000	MYERS GREGORY E & JEAN M TR	3.00	\$39.00
015-040-017-000	NAPA BASIN REACH INC	7.71	\$100.23
016-100-034-000	NAPA BASIN REACH INC	78.03	\$1,014.39
016-100-022-000	NAPA BONNE VUE INC	70.00	\$910.00
047-320-024-000	NAPA COUNTY RESOURCE CONSERVATION DISTR	1.75	\$22.75
022-060-010-000	NAPA DE ORO WINERY LLC	1.80	\$23.40
022-060-011-000	NAPA DE ORO WINERY LLC	3.68	\$47.84
015-060-027-000	NAPA DEVILS HEAD HOLE INC	20.06	\$260.78
057-070-019-000	NAPA GOLF ASSOCIATES LLC	157.02	\$2,041.26
035-031-035-000	NAPA IDYLL LLC	5.86	\$76.18
034-110-046-000	NAPA MOUNTAIN VINEYARDS INC	34.54	\$449.02
034-230-020-000	NAPA MOUNTAIN VINEYARDS INC	65.42	\$850.46
057-060-007-000	NAPA SANITATION DISTRICT	3.81	\$49.53
057-070-001-000	NAPA SANITATION DISTRICT	8.45	\$109.85
016-100-023-000	NAPA SNELL PEAK INC	29.67	\$385.71
016-100-024-000	NAPA SNELL VALLEY STREAM INC	3.29	\$42.77
057-020-084-000	NAPA SOSCOL CREEK INVESTORS LP	26.50	\$344.50
016-100-025-000	NAPA STONE RANCH INC	5.00	\$65.00
016-100-017-000	NAPA SWITCHBACK BEND INC	24.25	\$315.25
016-100-021-000	NAPA TIN RANCH INC	25.00	\$325.00
017-130-053-000	NAPA VALLEY FARM AND RANCH CO	32.96	\$428.48
017-130-054-000	NAPA VALLEY FARM AND RANCH CO	45.43	\$590.59
017-130-055-000	NAPA VALLEY FARM AND RANCH CO	4.64	\$60.32

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
017-160-001-000	NAPA VALLEY FARM AND RANCH CO	16.89	\$219.57
039-190-028-000	NAPA VALLEY HOLDINGS LLC	42.19	\$548.47
047-182-011-000	NAPA VALLEY UNIFIED SCHOOL DISTRICT	5.00	\$65.00
027-020-061-000	NAPA VINELAND PROPERTIES LLC	10.22	\$132.86
035-031-020-000	NAPA VINEYARDS INC	54.32	\$706.16
036-180-041-000	NAPA WINERY GROUP LLC	25.07	\$325.91
057-020-074-000	NAPAHUB LLC	5.50	\$71.50
025-290-024-000	NAPPALLAND INC	25.00	\$325.00
025-290-030-000	NAPPALLAND INC	16.00	\$208.00
036-180-001-000	NARROW VISTA LLC	9.23	\$119.99
020-300-087-000	NASH CREEK VINEYARDS INC	3.15	\$40.95
009-350-048-000	NATURAL SELECTION 357 LLC	6.46	\$83.98
009-150-001-000	NAVONE ANDREW TR ETAL	8.39	\$109.07
030-190-024-000	NAVONE MARK S TR ETAL	4.82	\$62.66
030-190-025-000	NAVONE MARK S TR ETAL	14.43	\$187.59
030-190-027-000	NAVONE MARK S TR ETAL	6.04	\$78.52
031-040-022-000	NAVONE ROBERT S & GAYLE TR ETAL	8.45	\$109.85
039-190-029-000	NEAL GARY F & MARY K TR	3.72	\$48.36
031-060-018-000	NEAL LINDA	4.73	\$61.49
024-040-034-000	NEAL MARK J TR	7.52	\$97.76
024-040-035-000	NEAL MARK J TR	4.11	\$53.43
030-080-009-000	NEAL MARK J TR	4.27	\$55.51
030-080-029-000	NEAL MARK J TR	11.23	\$145.99
033-140-050-000	NELSON GEOFFREY B & CHRISTINA A TR	6.00	\$78.00
031-070-028-000	NEMEREVER WILLIAM L AND VIRGINIA L	5.97	\$77.61
057-030-003-000	NERLOVE KENNETH R & FAITH L TR ETAL	7.55	\$98.15
057-080-017-000	NERLOVE KENNETH R & FAITH TR ETAL	9.00	\$117.00
039-051-025-000	NEVER BEND LLC	39.74	\$516.62
039-051-026-000	NEVER BEND LLC	18.00	\$234.00
022-100-008-000	NEW VAVIN INC	18.34	\$238.42
022-100-026-000	NEW VAVIN INC	8.70	\$113.10
022-100-027-000	NEW VAVIN INC	1.64	\$21.32
022-100-029-000	NEW VAVIN INC	9.64	\$125.32
022-180-054-000	NEWTON JOHN NIGEL TR ETAL	14.75	\$191.75
022-180-056-000	NEWTON VINEYARD LLC	12.70	\$165.10
022-180-057-000	NEWTON VINEYARD LLC	58.63	\$762.19
047-170-003-000	NEWTON VINEYARD LLC	16.00	\$208.00
025-180-058-000	NEYERS BRUCE & BARBARA CO TR	19.40	\$252.20
032-400-024-000	NICALI LLC	3.75	\$48.75
027-360-022-000	NICKEL LAND COMPANY LLC	19.88	\$258.44
038-050-026-000	NICK-O AND SONS	4.48	\$58.24
033-110-030-000	NICOL ROBERT D TR	17.00	\$221.00
027-210-032-000	NIEBAUM-COPPOLA ESTATE WINERY LP	46.62	\$606.06
027-210-042-000	NIEBAUM-COPPOLA ESTATE WINERY LP	44.36	\$576.68
027-210-043-000	NIEBAUM-COPPOLA ESTATE WINERY LP	11.99	\$155.87
039-100-005-000	NIESAR FAMILY VINEYARD LLC	5.63	\$73.19
047-380-009-000	NIGHTS IN WHITE SATIN LLC	41.08	\$534.04
047-380-010-000	NIGHTS IN WHITE SATIN LLC	45.30	\$588.90
047-212-006-000	NIKADADO PROPERITES LLC	7.14	\$92.82
047-240-039-000	NIKADADO PROPERTIES LLC	10.56	\$137.28
017-130-035-000	NISSEN PETER G & ANNE G TR	9.84	\$127.92
027-320-014-000	NISSEN PETER G & ANNE G TR	1.50	\$19.50
049-340-003-000	NIXON BRUCE R TR ETAL	2.20	\$28.60
039-610-003-000	NORD JIM SUC TR	8.00	\$104.00
027-160-038-000	NUSEIBEH SAID TR	1.00	\$13.00
034-180-008-000	OAK KNOLL RANCH PRESERVE LLC	26.68	\$346.84
034-190-019-000	OAK KNOLL RANCH PRESERVE LLC	16.86	\$219.18
036-140-061-000	OAK KNOLL VINEYARDS LLC	10.80	\$140.40
057-020-071-000	OAK RANCH LLC	4.00	\$52.00

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
030-200-050-000	OAKVIEW VINEYARDS	38.02	\$494.26
031-030-025-000	OAKVILLE 38 VINEYARD LLC	35.00	\$455.00
031-040-031-000	OAKVILLE CROSS ROAD WINERY LLC	7.93	\$103.09
031-040-035-000	OAKVILLE CROSS ROAD WINERY LLC	3.37	\$43.81
027-360-021-000	OAKVILLE GRADE WINERY LLC	4.81	\$62.53
032-030-052-000	OAKVILLE RANCH VINEYARDS L P	46.99	\$610.87
032-030-039-000	OAKVILLE RANCH VINEYARDS LP	17.84	\$231.92
031-090-017-000	OAKVILLE WINERY ACQUISITION GROUP	6.77	\$88.01
022-070-045-000	OBERNDORF WILLIAM E & SUSAN C TR ETAL	1.07	\$13.91
035-041-015-000	OBRIEN FAMILY VINEYARD LLC	23.62	\$307.06
035-490-002-000	OCONNELL WAYNE T & GABRIELLE L	3.45	\$44.85
032-500-041-000	ODYSSEY VINEYARDS LLC	19.05	\$247.65
045-380-009-000	OGLE SANDRA K TR ETAL	3.00	\$39.00
033-140-049-000	OKELL HOLDINGS LLC	10.00	\$130.00
016-060-017-000	OKIN ROBERT L	13.29	\$172.77
016-060-018-000	OKIN ROBERT L	18.23	\$236.99
016-060-019-000	OKIN ROBERT LAURENCE TR	11.46	\$148.98
033-020-006-000	OLD SCHOOL VINEYARDS LP ETAL	47.30	\$614.90
033-040-011-000	OLD SCHOOL VINEYARDS LP ETAL	40.79	\$530.27
039-060-011-000	OLIVIERI JOHN L & MICHELLE L TR	1.00	\$13.00
035-120-035-000	OLNEY DAVID I AND SHIRLEY GILL CO-TR	21.66	\$281.58
030-200-085-000	OLYMPIC SUN LLC	57.30	\$744.90
045-250-025-000	OMALLEY PETER M TR	1.77	\$23.01
049-010-026-000	OMLIN KENNY & NINVEH TR	3.00	\$39.00
009-350-061-000	OMNIBUS GROUP LLC	10.52	\$136.76
031-220-024-000	ONE SWEET DREAM LLC	1.33	\$17.29
020-400-025-000	ONISTSUK DIMITRI	5.00	\$65.00
021-030-002-000	OPPENHEIMER CHARLES R & KATHRYN P TR	1.21	\$15.73
031-020-007-000	OPUS ONE	25.66	\$333.58
031-020-009-000	OPUS ONE	26.76	\$347.88
027-280-068-000	OPUS ONE WINERY LLC	48.15	\$625.95
027-480-024-000	OPUS ONE WINERY LLC	51.13	\$664.69
035-041-023-000	ORCHARD VINEYARDS	8.14	\$105.82
007-027-004-000	ORCIUOLI NICK & ENINA TR	8.98	\$116.74
039-231-015-000	ORCIUOLI NICK & ENINA TR	1.00	\$13.00
039-190-057-000	ORO PURO VINEYARDS LLC	7.12	\$92.56
039-240-021-000	OROSZ JOSEPH S TR	2.50	\$32.50
047-240-035-000	ORSI FAMILY VINEYARDS LLC	10.21	\$132.73
036-180-049-000	OSGOOD CATHERINE F TR	8.46	\$109.98
018-060-070-000	OSHAUGHNESSY DEL OSO LLC	24.25	\$315.25
027-160-016-000	OTTO GARY & HANNA TR	3.35	\$43.55
036-010-023-000	OTTOS SOUTH VINEYARD LLC	4.12	\$53.56
036-010-024-000	OTTOS SOUTH VINEYARD LLC	4.85	\$63.05
036-010-025-000	OTTOS SOUTH VINEYARD LLC	6.99	\$90.87
036-010-028-000	OTTOS SOUTH VINEYARD LLC	30.67	\$398.71
036-010-029-000	OTTOS SOUTH VINEYARD LLC	20.72	\$269.36
036-010-030-000	OTTOS SOUTH VINEYARD LLC	20.51	\$266.63
036-010-031-000	OTTOS SOUTH VINEYARD LLC	33.52	\$435.76
036-150-057-000	OZEGNA VINEYARDS LLC	5.60	\$72.80
039-040-016-000	P & J TAYLOR VINEYARDS LLC	10.28	\$133.64
035-460-033-000	P & L INVESTMENTS LLC	2.40	\$31.20
034-190-044-000	P&J-RED HEN LLC ETAL	38.50	\$500.50
024-070-009-000	PACIFIC UNION COLLEGE ASSN	5.80	\$75.40
025-260-025-000	PACIFIC UNION COLLEGE ETAL	66.32	\$862.16
035-470-044-000	PADIS STEVE C & JUDITH D	3.80	\$49.40
022-100-011-000	PAGENDARM JOHN R & KATHLEEN A TR	9.06	\$117.78
047-370-004-000	PALADINI MAUREEN TR	10.00	\$130.00
017-230-043-000	PALISADES VINEYARD LLC	16.19	\$210.47
033-110-058-000	PALMAZ AMALIA B TR	9.92	\$128.96

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
033-110-079-000	PALMAZ AMALIA B TR	11.22	\$145.86
033-110-080-000	PALMAZ AMALIA B TR	2.73	\$35.49
033-110-081-000	PALMAZ AMALIA B TR	1.51	\$19.63
022-010-025-000	PANEK JAMES PAUL & CYNTHIA MACK TR	11.54	\$150.02
052-100-013-000	PANTALEO FARMS LLC	5.88	\$76.44
020-150-052-000	PAOLETTI JOHN TR	11.80	\$153.40
057-120-036-000	PAOLI CECIL AUGUSTO TR	5.50	\$71.50
049-061-024-000	PAPANICOLAOU GEORGE & LENA	1.00	\$13.00
027-340-023-000	PAPAS PERCH LLC	1.05	\$13.65
027-340-026-000	PAPAS PERCH LLC	2.20	\$28.60
045-190-028-000	PAPPAS GREG & DIANA TR	2.36	\$30.68
049-140-006-000	PAPPAS JOHN R & CARLA T TR	8.09	\$105.17
049-140-007-000	PAPPAS JOHN R & CARLA T TR	7.99	\$103.87
018-310-027-000	PARADY LARRY E & JUDY A TR	3.00	\$39.00
034-320-017-000	PARAS JAMES C & ANN M TR	15.00	\$195.00
032-550-008-000	PARMENTER MICHAEL ETAL	4.00	\$52.00
052-220-022-000	PARSLEY HARRY R & ELLEN M TR	4.00	\$52.00
009-070-003-000	PARTICELLI FERRUCCIA ETAL TR	5.70	\$74.10
021-341-017-000	PARTRIDGE RICHARD F & CRISTINA A TR	4.00	\$52.00
036-160-016-000	PATEL SUSHIL R & BRANNON-PATEL ELIZABETH TR	13.20	\$171.60
039-580-014-000	PATLAND ESTATE VINEYARDS LLC	4.66	\$60.58
024-300-073-000	PATTERSON LEEANNE Y & LAWRENCE W TR	8.00	\$104.00
024-300-074-000	PATTERSON LEEANNE Y & LAWRENCE W TR	17.00	\$221.00
039-290-008-000	PAUKERT THOMAS T & SHERYLE E TR	2.28	\$29.64
046-351-001-000	PAUL HOBBS WINERY LP	9.45	\$122.85
046-351-016-000	PAUL HOBBS WINERY LP	55.15	\$716.95
020-350-026-000	PAVITT SHANE HOWARD & SUZANNE PHIFER TR	1.40	\$18.20
022-250-006-000	PEACOCK RESIDENCE LLC	5.71	\$74.23
030-290-018-000	PEAD KARIN TR	1.00	\$13.00
046-351-011-000	PEARLS FARM LABOR INC	3.01	\$39.13
024-040-001-000	PEIRSON ALAN & WARNER LESLEY TR	1.00	\$13.00
035-042-009-000	PEJU LISA TR	4.06	\$52.78
018-060-089-000	PEJU PROVINCE WINERY	3.15	\$40.95
018-310-019-000	PEJU PROVINCE WINERY	31.90	\$414.70
047-272-011-000	PEJU PROVINCE WINERY	37.30	\$484.90
047-272-012-000	PEJU PROVINCE WINERY	37.30	\$484.90
018-060-088-000	PEJU PROVINCE WINERY LP	3.42	\$44.46
030-150-011-000	PEJU PROVINCE WINERY LP	17.54	\$228.02
031-120-013-000	PELISSA AND HALE	77.14	\$1,002.82
031-120-014-000	PELISSA AND HALE	47.95	\$623.35
031-120-015-000	PELISSA AND HALE	60.54	\$787.02
031-120-016-000	PELISSA AND HALE	41.62	\$541.06
031-120-017-000	PELISSA AND HALE	35.81	\$465.53
031-120-025-000	PELISSA AND HALE	16.97	\$220.61
031-130-025-000	PELISSA AND HALE	1.08	\$14.04
031-140-010-000	PELISSA AND HALE	35.57	\$462.41
036-070-006-000	PELISSA AND HALE	29.62	\$385.06
031-120-005-000	PELISSA AND HALE CO-PARTNERSHIP	28.92	\$375.96
031-130-024-000	PELISSA VEOLA A TR & PELISSA ANDREW L ETAL	6.03	\$78.39
031-130-021-000	PELISSA VEOLA TR ETAL	21.04	\$273.52
030-250-004-000	PELOSI PAUL F TR	6.71	\$87.23
045-281-001-000	PENA FRANCISCO & HILDA TR	8.00	\$104.00
034-200-005-000	PENRY BEVERLY B TR	3.05	\$39.65
017-130-026-000	PEPPONE CORP	8.38	\$108.94
035-041-003-000	PEPPONE CORP	4.24	\$55.12
017-130-052-000	PEPPONE CORPORATION	7.09	\$92.17
031-170-007-000	PERATA DAVID A TR	4.66	\$60.58
031-170-008-000	PERATA FAMILY LLC	35.75	\$464.75
017-120-023-000	PERLISS HERBERT & CHERYL E TR	2.60	\$33.80



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
027-100-034-000	PERRET MICHEL A AND CLAUDINE J TR	2.68	\$34.84
018-310-018-000	PERSEPHONE RANCH LP	101.13	\$1,314.69
018-310-022-000	PERSEPHONE RANCH LP	15.00	\$195.00
039-080-042-000	PERSSON SABRINA WEYENETH & TIMOTHY TR	1.00	\$13.00
027-450-017-000	PESCH KRISTI L TR	1.00	\$13.00
047-390-003-000	PESTANA FRANCISCO JAVIER & LEE MELISSA L	5.28	\$68.64
018-040-043-000	PESTONI ENTERPRISES LLC	15.27	\$198.51
027-450-027-000	PESTONI RANCH LLC	12.91	\$167.83
032-030-053-000	PETER MICHAEL WINERY	25.10	\$326.30
034-150-004-000	PETER R MONDAVI FAMILY LP ETAL	52.00	\$676.00
027-500-002-000	PETERS LAURA HOLMES	22.87	\$297.31
020-120-014-000	PETERSON JOHN AND JOYCE TR	12.94	\$168.22
020-120-015-000	PETERSON JOHN AND JOYCE TR	8.65	\$112.45
022-070-044-000	PETEWILL II LLC	6.75	\$87.75
020-210-019-000	PETIT ROUGE LLC	3.50	\$45.50
049-120-013-000	PETTIGREW CHARLES T & KAREN M TR	1.24	\$16.12
047-380-008-000	PEYRON PHYLLIS S	3.37	\$43.81
021-010-005-000	PFORG PROPERTIES II LLC	28.13	\$365.69
025-070-042-000	PHELPS ANDREA W TR	4.49	\$58.37
031-050-074-000	PHELPS-BACKUS PROPERTY LLC	20.31	\$264.03
027-210-027-000	PHELPS-MANLEY PROPERTY LLC	33.39	\$434.07
031-060-007-000	PHILLIPS ARLIE JEAN TR	2.77	\$36.01
032-530-019-000	PHILLIPS ARLIE JEAN TR	21.86	\$284.18
027-381-015-000	PHILLIPS R BRUCE TR ETAL	26.06	\$338.78
027-490-007-000	PHILLIPS R BRUCE TR ETAL	16.77	\$218.01
027-500-032-000	PHILLIPS R BRUCE TR ETAL	24.30	\$315.90
027-381-016-000	PHILLIPS ROBERT BRUCE TR ETAL	4.37	\$56.81
039-240-025-000	PHOENIX BRIAN P & JANET K TR	5.40	\$70.20
030-230-006-000	PHOENIX DEVELOPMENT COMPANY	13.00	\$169.00
030-230-008-000	PHOENIX DEVELOPMENT COMPANY	13.40	\$174.20
039-080-033-000	PICCOLO PEGGY L	10.00	\$130.00
030-290-038-000	PICKETT J C TR	1.50	\$19.50
030-210-002-000	PINA BROTHERS LLC	3.76	\$48.88
024-032-015-000	PINA RICKIE L TR ETAL	5.97	\$77.61
031-230-007-000	PINE RIDGE ASSOCIATES LP	7.13	\$92.69
031-230-010-000	PINE RIDGE ASSOCIATES LP	6.90	\$89.70
047-160-023-000	PINE RIDGE ASSOCIATES LP	3.50	\$45.50
024-300-064-000	PINE RIDGE WINERY LLC	8.59	\$111.67
027-440-020-000	PINE RIDGE WINERY LLC	4.82	\$62.66
027-440-025-000	PINE RIDGE WINERY LLC	15.57	\$202.41
031-050-035-000	PINE RIDGE WINERY LLC	24.00	\$312.00
039-030-008-000	PINE RIDGE WINERY LLC	1.19	\$15.47
039-030-012-000	PINE RIDGE WINERY LLC	4.30	\$55.90
039-040-034-000	PINE RIDGE WINERY LLC	15.20	\$197.60
047-030-019-000	PINE RIDGE WINERY LLC	38.23	\$496.99
047-160-022-000	PINE RIDGE WINERY LLC	7.79	\$101.27
030-270-024-000	PINOT LDVF1 RUTHERFORD LLC	10.56	\$137.28
032-400-023-000	PISTOL VINEYARDS LLC	38.50	\$500.50
032-070-030-000	POETRY INN LLC ETAL	1.79	\$23.27
009-050-009-000	POHLEN PATRICK & LAURA TR	6.80	\$88.40
036-150-049-000	POLENSKE MICHAEL J	7.28	\$94.64
027-160-033-000	POLLARD RANCH LLC	16.00	\$208.00
030-280-025-000	PONTI PROPERTIES LLC	1.95	\$25.35
018-310-004-000	POPE VALLEY WINERY LLC	4.80	\$62.40
022-150-014-000	POPPELWELL JO ANN B TR	1.52	\$19.76
045-310-037-000	PORTER FAMILY VINEYARDS LLC	14.15	\$183.95
034-100-047-000	POTT AARON A & CLAIRE	4.49	\$58.37
020-210-025-000	POWELL WESLEY STEPHEN & JENNIFER LYNNE TR	4.02	\$52.26
039-260-011-000	POWER THOUGHTS 1929 LLC	3.67	\$47.71

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
049-110-010-000	POWER THOUGHTS 1929 LLC	10.00	\$130.00
020-010-039-000	POZZAN ESTATE VINEYARDS LLC	3.85	\$50.05
009-560-019-000	PRATT AVENUE LLC	27.32	\$355.16
025-010-017-000	PRATT STEPHEN	3.00	\$39.00
009-070-019-000	PRESTON MICHAEL DAROLD & DEBORAH RIORDAN TR	2.00	\$26.00
030-150-010-000	PRESTON RICHARD R TR ETAL	24.39	\$317.07
025-260-039-000	PRINCE VINEYARD LLC	47.00	\$611.00
036-170-031-000	PRINCESS SOPHIE LLC	2.95	\$38.35
030-220-034-000	PRITCHARD HILL PROPERTIES LLC	5.57	\$72.41
032-560-023-000	PRITCHARD HILL PROPERTIES LLC	8.00	\$104.00
032-510-004-000	PRITCHARD HILL VINEYARDS LLC	11.02	\$143.26
043-103-022-000	PRITCHETT AILENE M TR ETAL	33.24	\$432.12
034-030-023-000	PROMONTORY LLC	1.88	\$24.44
034-030-054-000	PROMONTORY LLC	33.99	\$441.87
034-030-055-000	PROMONTORY LLC	19.81	\$257.53
034-030-070-000	PROMONTORY LLC	2.89	\$37.57
025-390-003-000	QTR LLC	5.71	\$74.23
033-140-052-000	QUANTUM LIMIT PARTNERS LLC	17.47	\$227.11
030-060-026-000	QUARRY VINEYARDS LP	7.55	\$98.15
030-060-027-000	QUARRY VINEYARDS LP	11.72	\$152.36
032-530-020-000	QUIXOTE WINERY LLC	27.69	\$359.97
052-160-005-000	R BENNETT LIMITED PARTNERSHIP	6.00	\$78.00
052-160-006-000	R BENNETT LIMITED PARTNERSHIP	9.00	\$117.00
030-280-028-000	R L TONELLA VINEYARDS	32.59	\$423.67
047-390-018-000	RADULOVICH JAMES C TR	2.00	\$26.00
038-110-031-000	RAGAN SHANE MICHAEL & RACHELLE LEE TR	2.00	\$26.00
024-335-001-000	RAHN BRYAN AND ANDREA	4.50	\$58.50
020-450-006-000	RAININ VINEYARDS LLC	2.81	\$36.53
020-450-019-000	RAININ VINEYARDS LLC	2.66	\$34.58
035-480-025-000	RANCHO CAYMUS LLC	4.50	\$58.50
033-020-037-000	RANCHO CHIMILES LP	14.60	\$189.80
033-020-042-000	RANCHO CHIMILES LP	22.80	\$296.40
033-030-022-000	RANCHO CHIMILES LP	26.57	\$345.41
025-240-026-000	RANCHO EL ADOBE LLC	34.22	\$444.86
057-340-001-000	RANCHO SUSCOL VINEYARDS LLC ETAL	43.08	\$560.04
022-070-042-000	RANDOL BRETT SUC TR	3.23	\$41.99
047-043-019-000	RANDS KENNETH C TR	6.49	\$84.37
052-170-018-000	RAPP RANCH ESTATES LLC	5.28	\$68.64
052-170-019-000	RAPP RANCH ESTATES LLC	6.84	\$88.92
032-150-061-000	RAPPENECKER JEAN SUC TR ETAL	18.00	\$234.00
032-420-012-000	RAPPENECKER JEAN SUC TR ETAL	6.00	\$78.00
032-540-017-000	RAWAH VINEYARDS LLC	18.15	\$235.95
039-150-060-000	RAWAH VINEYARDS LLC	12.20	\$158.60
039-150-063-000	RAWAH VINEYARDS LLC	16.79	\$218.27
039-150-076-000	RAWAH VINEYARDS LLC	12.61	\$163.93
039-150-077-000	RAWAH VINEYARDS LLC	16.35	\$212.55
039-150-082-000	RAWAH VINEYARDS LLC	20.99	\$272.87
039-150-083-000	RAWAH VINEYARDS LLC	10.97	\$142.61
039-150-088-000	RAWAH VINEYARDS LLC	7.67	\$99.71
039-150-089-000	RAWAH VINEYARDS LLC	17.17	\$223.21
025-380-019-000	RAY JASON S & LAURA	1.50	\$19.50
030-050-031-000	RAYMOND VINEYARD & CELLAR INC	25.57	\$332.41
030-260-007-000	RAYMOND VINEYARD & CELLAR INC	43.16	\$561.08
030-260-015-000	RAYMOND VINEYARD & CELLAR INC	9.20	\$119.60
030-270-012-000	RAYMOND VINEYARD & CELLAR INC	22.54	\$293.02
030-270-013-000	RAYMOND VINEYARD & CELLAR INC	36.65	\$476.45
039-600-001-000	RAZI FARHAD & KATHRYN M TR	12.00	\$156.00
011-050-031-000	RBC WINE COMPANY LLC	1.00	\$13.00
021-320-026-000	REAL THOREVILOS LLC	20.99	\$272.87

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
021-320-027-000	REAL THOREVILOS LLC	15.16	\$197.08
009-120-065-000	REALTY INCOME PROPERTIES 2 LLC	70.80	\$920.40
009-120-066-000	REALTY INCOME PROPERTIES 2 LLC	1.50	\$19.50
020-150-050-000	REALTY INCOME PROPERTIES 2 LLC	28.90	\$375.70
020-150-053-000	REALTY INCOME PROPERTIES 2 LLC	4.60	\$59.80
020-180-060-000	REALTY INCOME PROPERTIES 2 LLC	44.10	\$573.30
020-210-020-000	REALTY INCOME PROPERTIES 2 LLC	27.81	\$361.53
020-230-005-000	REALTY INCOME PROPERTIES 2 LLC	11.65	\$151.45
020-230-008-000	REALTY INCOME PROPERTIES 2 LLC	27.64	\$359.32
020-370-023-000	REALTY INCOME PROPERTIES 2 LLC	50.83	\$660.79
020-380-014-000	REALTY INCOME PROPERTIES 2 LLC	177.60	\$2,308.80
020-380-015-000	REALTY INCOME PROPERTIES 2 LLC	69.22	\$899.86
020-420-029-000	REALTY INCOME PROPERTIES 2 LLC	34.22	\$444.86
020-420-030-000	REALTY INCOME PROPERTIES 2 LLC	65.56	\$852.28
020-440-017-000	REALTY INCOME PROPERTIES 2 LLC	31.85	\$414.05
022-010-003-000	REALTY INCOME PROPERTIES 2 LLC	19.20	\$249.60
022-010-029-000	REALTY INCOME PROPERTIES 2 LLC	21.80	\$283.40
022-033-007-000	REALTY INCOME PROPERTIES 2 LLC	11.50	\$149.50
022-033-008-000	REALTY INCOME PROPERTIES 2 LLC	25.13	\$326.69
027-250-014-000	REALTY INCOME PROPERTIES 2 LLC	110.09	\$1,431.17
027-470-030-000	REALTY INCOME PROPERTIES 2 LLC	44.46	\$577.98
030-110-026-000	REALTY INCOME PROPERTIES 2 LLC	22.87	\$297.31
030-110-028-000	REALTY INCOME PROPERTIES 2 LLC	44.81	\$582.53
047-080-046-000	REALTY INCOME PROPERTIES 2 LLC	82.75	\$1,075.75
047-080-058-000	REALTY INCOME PROPERTIES 2 LLC	124.50	\$1,618.50
047-100-026-000	REALTY INCOME PROPERTIES 2 LLC	43.13	\$560.69
047-100-036-000	REALTY INCOME PROPERTIES 2 LLC	56.70	\$737.10
047-100-056-000	REALTY INCOME PROPERTIES 2 LLC	40.68	\$528.84
047-290-003-000	REAUME KURT G & MORAVEC MELISSA M TR	6.47	\$84.11
018-190-003-000	RECURSO LLC	19.00	\$247.00
030-090-040-000	RED BARN RANCH LLC	53.64	\$697.32
030-090-041-000	RED BARN RANCH LLC	22.87	\$297.31
057-140-011-000	RED HEN PROPERTIES LLC	5.20	\$67.60
057-140-015-000	RED HEN PROPERTIES LLC	43.00	\$559.00
057-140-016-000	RED HEN PROPERTIES LLC	46.50	\$604.50
027-120-021-000	REDMON LISA TR	3.33	\$43.29
027-280-015-000	REGENTS OF THE UNIVERSITY OF CALIFORNIA	11.00	\$143.00
027-480-010-000	REGENTS OF THE UNIVERSITY OF CALIFORNIA	18.32	\$238.16
039-030-021-000	REGUSCI SIMONE RANCH LIMITED PARTNERSHIP	44.10	\$573.30
039-030-022-000	REGUSCI SIMONE RANCH LIMITED PARTNERSHIP	60.87	\$791.31
039-030-023-000	REGUSCI SIMONE RANCH LIMITED PARTNERSHIP	36.46	\$473.98
046-352-007-000	REICHOW RICHARD ALAN & TRACEY LINN TR	3.00	\$39.00
045-271-025-000	REICHOW RICHARD ALAN & TRACEY LINN TR	1.32	\$17.16
041-700-004-000	REID JOSEPH KIRKWOOD JR & KAREN OVIDIA TR	3.60	\$46.80
052-030-033-000	REID MICHAEL J & DONLEY-REID LINDA W TR	1.50	\$19.50
034-060-063-000	REILLY CLINTON T & JANET K	2.50	\$32.50
034-060-064-000	REILLY CLINTON T & REILLY JANET K	5.30	\$68.90
047-030-016-000	REINKE NANCY E TR	16.38	\$212.94
047-390-008-000	REITER MARC PHILIP & MOORE-REITER ABIGAIL	1.50	\$19.50
017-120-041-000	REMPP STUART WAYNE TR	1.00	\$13.00
057-170-001-000	RENEWABLE PROPERTIES LAND 3 LLC	14.50	\$188.50
039-400-080-000	RES INC ETAL	30.77	\$400.01
022-220-030-000	REVANA FAMILY PARTNERS LP	8.21	\$106.73
047-041-018-000	REYES RAYMOND L & MARY BETH TR	8.50	\$110.50
039-310-009-000	REYNOLDS JOHN STEPHEN & SUZANNA J TR	9.88	\$128.44
039-610-002-000	REYNOLDS JOHN STEPHEN & SUZANNA J TR	7.05	\$91.65
030-280-019-000	RIBOLI STEVEN JOHN TR ETAL	11.53	\$149.89
022-150-008-000	RICHARDS J SHELDON TR	15.38	\$199.94
047-280-008-000	RICHBURG JOHN MICHAEL AND CHERYL A	9.00	\$117.00



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
033-210-022-000	RIDER JOSEPH & SARA	18.00	\$234.00
032-540-027-000	RIEDEL NICOLE S TR	3.16	\$41.08
020-420-026-000	RIELLY FAMILY VINEYARDS LLC	15.46	\$200.98
047-080-055-000	RIORDAN DAVID P & AMANDA D ETAL	3.00	\$39.00
050-170-053-000	RIPPEY DENNIS W TR	4.00	\$52.00
032-450-013-000	RIVERA STEVEN J & MARILYN B TR	4.22	\$54.86
030-200-084-000	RIVETT NAPA ASSOCIATES LLC	5.54	\$72.02
027-280-066-000	RME	23.72	\$308.36
027-280-014-000	RME INC	49.90	\$648.70
027-280-016-000	RME INC	72.59	\$943.67
027-280-019-000	RME INC	123.67	\$1,607.71
027-280-022-000	RME INC	5.16	\$67.08
018-040-017-000	ROBERT CRAIG WINERY LP	9.19	\$119.47
018-040-030-000	ROBERT CRAIG WINERY LP	13.96	\$181.48
018-060-072-000	ROBERT CRAIG WINERY LP	7.18	\$93.34
027-550-014-000	ROBERT CRAIG WINERY LP	6.20	\$80.60
027-480-031-000	ROBERT MONDAVI INVESTMENTS INC	6.44	\$83.72
027-280-017-000	ROBERT MONDAVI PROPERTIES INC	35.67	\$463.71
027-480-023-000	ROBERT MONDAVI PROPERTIES INC	48.34	\$628.42
039-040-050-000	ROBERT MONDAVI PROPERTIES INC	18.05	\$234.65
039-051-024-000	ROBERT MONDAVI PROPERTIES INC	14.87	\$193.31
027-280-067-000	ROBERT MONDAVI WINERY	73.41	\$954.33
009-350-062-000	ROBINWOOD VINEYARDS	11.40	\$148.20
047-252-011-000	ROBLEDO JENARO R & MONICA	8.50	\$110.50
047-252-004-000	ROBLEDO MARIA TR	10.00	\$130.00
039-390-011-000	ROCKMERE VINEYARDS LLC	4.59	\$59.67
031-040-001-000	RODENO R GREGORY & MICHAELA K TR	20.54	\$267.02
036-130-010-000	RODGERS LAND AND DEVELOPMENT CO	11.44	\$148.72
036-120-061-000	RODGERS LAND AND DEVELOPMENT COMPANY	103.70	\$1,348.10
038-180-009-000	RODRIGUEZ ALEXANDER & VERNA M TR	11.50	\$149.50
009-392-017-000	ROMAN CATHOLIC BISHOP OF SANTA ROSA	5.41	\$70.33
036-090-002-000	ROMAN CATHOLIC BISHOP OF SANTA ROSA	12.80	\$166.40
021-030-049-000	ROMBAUER KOERNER III & LAURA L TR	1.57	\$20.41
017-130-060-000	ROMBAUER VINEYARDS INC	34.35	\$446.55
017-130-061-000	ROMBAUER VINEYARDS INC	31.15	\$404.95
020-150-049-000	ROMEO FRANK J TR	24.94	\$324.22
052-490-002-000	ROOSTER VINES LLC	1.59	\$20.67
031-240-020-000	ROSELLIMURPHY PIA TERESA TR ETAL	4.25	\$55.25
036-160-015-000	ROSENBERG JEROLD B & PHYLLIS TR	8.50	\$110.50
039-270-011-000	ROSSI DOROTHY A TR	12.00	\$156.00
036-470-007-000	ROSSI JOSEPH JR & PATRICIA L TR	4.72	\$61.36
030-300-030-000	ROUND HILL CELLARS	7.13	\$92.69
030-090-042-000	ROUND POND	19.45	\$252.85
030-140-004-000	ROUND POND	29.32	\$381.16
030-140-008-000	ROUND POND	36.15	\$469.95
030-140-012-000	ROUND POND	38.20	\$496.60
030-140-020-000	ROUND POND	25.91	\$336.83
030-140-024-000	ROUND POND	45.82	\$595.66
030-140-025-000	ROUND POND	14.71	\$191.23
047-070-013-000	ROWAN REBECCA M TR	41.78	\$543.14
047-070-015-000	ROWAN REBECCA M TR	33.35	\$433.55
047-070-021-000	ROWAN REBECCA M TR	24.27	\$315.51
047-070-022-000	ROWAN REBECCA M TR	19.57	\$254.41
039-150-090-000	ROY PARTNERS LLC	16.92	\$219.96
021-410-017-000	RTB MANAGEMENT LLC	1.30	\$16.90
031-050-063-000	RUDD VINEYARDS LLC	4.60	\$59.80
031-050-064-000	RUDD VINEYARDS LLC	7.82	\$101.66
031-050-065-000	RUDD VINEYARDS LLC	3.00	\$39.00
031-050-066-000	RUDD VINEYARDS LLC	5.85	\$76.05

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
031-050-067-000	RUDD VINEYARDS LLC	2.50	\$32.50
031-050-068-000	RUDD VINEYARDS LLC	10.26	\$133.38
031-070-037-000	RUDD VINEYARDS LLC	7.61	\$98.93
034-350-041-000	RUDD VINEYARDS LLC	14.21	\$184.73
034-060-009-000	RUFFIN SHELLAE H	2.60	\$33.80
036-110-033-000	RUSSELL JANICE R SUC TR	4.70	\$61.10
036-110-034-000	RUSSELL JANICE R SUC TR	1.25	\$16.25
009-391-020-000	RUSTON L LORRAINE TR	4.32	\$56.16
027-220-005-000	RUTHERFORD GROUP	6.59	\$85.67
030-300-032-000	RUTHERFORD HILL WINERY	6.09	\$79.17
049-092-034-000	RYAN ALEX P & JEANINE TR	4.50	\$58.50
035-042-051-000	RYAN ANDREW J & HILLARY L TR	2.00	\$26.00
031-230-018-000	S ANDERSON VISTA INC	14.09	\$183.17
022-080-003-000	SABIN DAVID C & SUSAN A TR	2.09	\$27.17
038-080-009-000	SACHS ROBERT & MAUREEN	3.76	\$48.88
034-380-005-000	SAFFRON VINEYARDS LLC	13.50	\$175.50
025-270-023-000	SAGE CANYON LLC	23.70	\$308.10
025-270-026-000	SAGE CANYON LLC	49.30	\$640.90
025-330-025-000	SAGE CANYON LLC	31.44	\$408.72
032-560-018-000	SAGE HILL VINEYARDS LLC	16.00	\$208.00
022-080-029-000	SAINT HELENA PROPERTIES LLC	7.64	\$99.32
049-242-034-000	SALEM ENRIQUE TADEO DE JESUS	2.81	\$36.53
038-080-013-000	SALINAS GONZALO & SALINAS SHERRY LYNN TR	7.00	\$91.00
021-030-035-000	SALISBURY JAMES B & JENNIFER J TR	1.79	\$23.27
052-030-064-000	SALMON STEPHEN M & CHERYL A TR	1.90	\$24.70
009-350-017-000	SALVESTRIN RICHARD J & SHANNON K TR	4.90	\$63.70
009-350-047-000	SALVESTRIN RICHARD J TR	8.88	\$115.44
032-500-023-000	SAMJJ LLC	4.50	\$58.50
039-390-021-000	SAN BERNABE VINEYARD LLC	3.85	\$50.05
039-390-023-000	SAN BERNABE VINEYARDS LLC	1.50	\$19.50
036-140-073-000	SANDBERGJAEGER KRISTEN & JAEGER JEFFREY LAWREN	27.66	\$359.58
027-120-056-000	SANDPOINT WINES LLC	16.09	\$209.17
019-310-004-000	SANSON DAVID B & LORI J TR	2.00	\$26.00
052-130-059-000	SAREEN GAJENDRA SINGH & REWA MANMOHAN SINGH	16.51	\$214.63
036-170-032-000	SARNSEN MARLIES TR ETAL	10.49	\$136.37
027-550-008-000	SCAGGS WILLIAM R & DOMINIQUE G TR	2.05	\$26.65
027-260-016-000	SCHENECKER GEORGE C & OLYMPIA C TR	3.69	\$47.97
025-180-082-000	SCHLATTER FAMILY ESTATE LLC	24.80	\$322.40
027-280-057-000	SCHLEIN THEODORE ETAL TR	5.40	\$70.20
025-070-064-000	SCHLOTFELDT WALTER P & KATHERINE L TR	12.65	\$164.45
038-110-048-000	SCHMITZ WILLIAM G & KAMTA TR	2.14	\$27.82
020-300-014-000	SCHRAMSBERG VINEYARDS CO	2.80	\$36.40
020-300-015-000	SCHRAMSBERG VINEYARDS CO	7.51	\$97.63
020-390-007-000	SCHRAMSBERG VINEYARDS CO	18.70	\$243.10
020-390-008-000	SCHRAMSBERG VINEYARDS CO	4.60	\$59.80
020-390-017-000	SCHRAMSBERG VINEYARDS CO	4.38	\$56.94
047-300-009-000	SCHRAMSBERG VINEYARDS CO	5.00	\$65.00
052-130-061-000	SCHULER BARRY M TR	22.56	\$293.28
032-540-037-000	SCHWARTZ JOHN J & CARRIE MCNAMARA TR	6.28	\$81.64
047-190-008-000	SCHWARZE DANIEL L TR	17.70	\$230.10
047-300-017-000	SCHWARZE DANIEL L TR ETAL	16.00	\$208.00
022-150-017-000	SCHWEIGER FRED A AND SALLY ANN TR	8.00	\$104.00
022-150-041-000	SCHWEIGER VINEYARDS LLC	27.50	\$357.50
032-530-006-000	SCHWEIZER MARJORIE TR	38.78	\$504.14
045-380-008-000	SCIANDRI RONALD R AND ROBERTA B TR	2.01	\$26.13
020-380-017-000	SCOTT MARK A TR	20.52	\$266.76
031-180-056-000	SCOTT THOMAS W & LAUREN D TR	2.14	\$27.82
022-130-026-000	SCULATTI FRANK R & JOANN L TR	4.80	\$62.40
022-260-014-000	SCULLY IRENE S TR	2.23	\$28.99

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
020-400-009-000	SEAVER GEORGE THOMAS & NANCY LYNN TR	3.16	\$41.08
025-180-010-000	SEAVEY RANCH LLC	40.31	\$524.03
025-180-048-000	SEAVEY RANCH LLC	3.96	\$51.48
036-470-005-000	SEIDNER MARC P & MARY LOUISE TR	5.51	\$71.63
021-420-042-000	SEILER LEWIS TR	3.59	\$46.67
057-080-029-000	SENEMAR M T ETAL	8.08	\$105.04
027-200-017-000	SENTINEL CORP	13.65	\$177.45
024-331-001-000	SENTINEL HILL VINEYARDS LLC	19.49	\$253.37
030-190-005-000	SEQUOIA GROVE VINEYARDS	16.36	\$212.68
027-450-026-000	SERENI RONALD & LINDA TR ETAL	7.78	\$101.14
032-120-026-000	SETTY SHARON A ETAL	16.66	\$216.58
050-010-005-000	SEUTHE ERIC	22.18	\$288.34
034-160-028-000	SHADY OAK VINEYARDS LLC	4.93	\$64.09
032-530-026-000	SHAFFER BRADFORD J TR	50.75	\$659.75
039-051-023-000	SHAFFER BRADFORD J TR	13.12	\$170.56
047-120-018-000	SHAFFER DOUGLAS F TR	30.09	\$391.17
047-120-017-000	SHAFFER ELIZABETH R TR	27.27	\$354.51
039-051-021-000	SHAFFER FAMILY LLC	22.60	\$293.80
039-051-007-000	SHAFFER VINEYARDS	25.00	\$325.00
052-230-009-000	SHAKERI MARK & AZIZI NANCY N TR	3.31	\$43.03
018-180-018-000	SHAMBARGER MARGARET L TR	7.26	\$94.38
027-440-010-000	SHARTSIS ARTHUR J AND MARY JO ETAL	6.44	\$83.72
031-060-026-000	SHAYESTEHFAR MIKE & TINA TR	1.54	\$20.02
052-390-023-000	SHEARER CHARLES J & JANET G TR	2.00	\$26.00
047-110-023-000	SHEEHY CREEK LLC	2.00	\$26.00
046-620-016-000	SHELL OWNERS ASSOCIATION WEST	2.86	\$37.18
021-030-010-000	SHELTON LAURIE MAURER TR	1.18	\$15.34
017-210-028-000	SHERIDAN STEPHANIE ANNE & JENKINS SCOTT ALLEN TR	1.00	\$13.00
027-050-001-000	SHERIFFS ALEXANDER C JR & RUBINSTEIN JOAN E TR	3.50	\$45.50
020-300-045-000	SHERWIN STEVE & LINDA TR	2.85	\$37.05
034-190-016-000	SHIFFLETT RANCH & VINEYARD LLC	8.38	\$108.94
034-190-037-000	SHIFFLETT RANCH & VINEYARD LLC	22.04	\$286.52
034-190-038-000	SHIFFLETT RANCH & VINEYARD LLC	17.11	\$222.43
017-160-017-000	SHIRAZ DEVELOPMENT LLC	6.50	\$84.50
027-100-037-000	SHL CATHIARD LLC	57.30	\$744.90
024-101-001-000	SIECK ANTHONY G & BARBARA E	2.11	\$27.43
039-232-014-000	SIEFERT JEFFERY WILLIAM & ELAINE MARIE TR	1.50	\$19.50
034-212-035-000	SILENUS INTERNATIONAL GROUP INC	6.82	\$88.66
039-080-032-000	SILL IGOR MATTOS & CYNTHIA EMERSON	15.84	\$205.92
033-110-054-000	SILVER BRIAN R AND DIANE S	15.42	\$200.46
020-180-046-000	SILVER OAK WINE CELLARS LLC	12.10	\$157.30
031-080-030-000	SILVER OAK WINE CELLARS LLC	11.60	\$150.80
030-280-032-000	SILVERADO SIX LLC	2.01	\$26.13
046-400-050-000	SILVERADO SUSCOL LLC	19.30	\$250.90
046-400-057-000	SILVERADO SUSCOL LLC	64.29	\$835.77
022-080-025-000	SILVERADO TRAIL WINE PARTNERS IV LLC	3.58	\$46.54
052-230-011-000	SIMPKINS CLIFFORD R & JOAN L TR	2.45	\$31.85
052-250-027-000	SIMPKINS CLIFFORD R & JOAN L TR	3.32	\$43.16
052-250-028-000	SIMPKINS CLIFFORD R & JOAN L TR	3.79	\$49.27
052-250-029-000	SIMPKINS CLIFFORD R & JOAN L TR	1.31	\$17.03
027-120-008-000	SINEGAL-INGLEWOOD LLC	7.68	\$99.84
025-380-003-000	SINGER ROWENA LEONG & MARC EDWARD TR	1.00	\$13.00
031-230-017-000	SINSKEY FAMILY LIMITED PARTNERSHIP	5.00	\$65.00
047-030-036-000	SINSKEY ROBERT M JR & HELM MARIA R TR	1.25	\$16.25
047-030-037-000	SINSKEY ROBERT M JR & HELM MARIA R TR	4.00	\$52.00
030-240-031-000	SITTER MARY MELISSA TR	3.60	\$46.80
027-120-044-000	SKIDMORE JAMES MCINTYRE & CECILIA TR	2.80	\$36.40
009-100-028-000	SKINNER PAUL W & DAVENA ANITA M TR	1.20	\$15.60
030-280-022-000	SKLAR BARBARA W TR ETAL	1.31	\$17.03

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
030-280-023-000	SKLAR BARBARA W TR ETAL	1.88	\$24.44
025-380-011-000	SLAWSON PAUL S & MARY C TR	7.30	\$94.90
034-170-005-000	SLEEPING LADY VINEYARD LLC	52.24	\$679.12
047-051-008-000	SMIRCICH STEVEN M & KRISTINE T TR	1.10	\$14.30
011-260-078-000	SMITH BRADLEY H & LYNN S TR	1.27	\$16.51
022-130-011-000	SMITH DAVID L ETAL	4.04	\$52.52
043-061-011-000	SMITH DEVONNA KAYE & RALPH ANDREW TR ETAL	4.90	\$63.70
036-130-049-000	SMITH STEPHEN P ETAL	10.60	\$137.80
052-100-008-000	SMITH TYLER TR	10.28	\$133.64
039-270-002-000	SMITH-GILBERT MICHELLE KATHLEEN	2.00	\$26.00
032-400-003-000	SMWE PROPCO PARENT LLC	12.00	\$156.00
020-420-028-000	SNOW TOWER C JR TR	4.41	\$57.33
025-180-057-000	SNOWDEN RANDOLPH FORT & JANET TR ETAL	23.13	\$300.69
052-130-063-000	SODARO DONALD E & FELICITY A TR	8.10	\$105.30
030-240-032-000	SOLARES VINEYARDS LLC	17.81	\$231.53
020-240-001-000	SOLARI ESTATE VINEYARDS	12.21	\$158.73
020-240-008-000	SOLARI ESTATE VINEYARDS	11.44	\$148.72
039-260-014-000	SOLTAN MUNA F	7.07	\$91.91
021-420-015-000	SOMNIUM VINEYARD LLC	6.01	\$78.13
050-372-009-000	SONOMA MISSION FARMS LLC	3.30	\$42.90
020-360-017-000	SORI BRICCO VINEYARDS LLC	24.67	\$320.71
027-440-024-000	SOUTH WHITEHALL LLC	1.48	\$19.24
036-110-030-000	SPANOS-BERBERIAN PROPERTIES LLC	4.64	\$60.32
024-064-016-000	SPENCE ALLEN & JACALYN TR	3.35	\$43.55
031-220-011-000	SPICER KATHLEEN K TR	4.53	\$58.89
039-130-027-000	SPITERI RON J & JAYNA D TR	3.44	\$44.72
031-030-015-000	SPP NAPA VINEYARDS LLC	41.20	\$535.60
036-140-075-000	SPP NAPA VINEYARDS LLC	31.29	\$406.77
036-470-010-000	SPP NAPA VINEYARDS LLC	15.10	\$196.30
036-470-015-000	SPP NAPA VINEYARDS LLC	43.70	\$568.10
036-470-016-000	SPP NAPA VINEYARDS LLC	26.40	\$343.20
039-051-035-000	SPP NAPA VINEYARDS LLC	8.80	\$114.40
039-051-036-000	SPP NAPA VINEYARDS LLC	1.80	\$23.40
009-450-001-000	SPRING MOUNTAIN VINEYARD INC	1.42	\$18.46
022-180-017-000	SPRING MOUNTAIN VINEYARD INC	31.38	\$407.94
022-180-020-000	SPRING MOUNTAIN VINEYARD INC	18.83	\$244.79
022-180-021-000	SPRING MOUNTAIN VINEYARD INC	21.86	\$284.18
022-180-058-000	SPRING MOUNTAIN VINEYARD INC	70.54	\$917.02
022-260-013-000	SPRING MOUNTAIN VINEYARD INC	24.75	\$321.75
009-391-031-000	SPRING STREET VINEYARD LLC	2.14	\$27.82
025-070-060-000	SPRING VALLEY VINEYARD PARTNERS LLC	9.25	\$120.25
047-230-062-000	SRGA WINERY LP	4.90	\$63.70
027-280-042-000	ST CRISPINS OF NAPA VALLEY LLC	1.50	\$19.50
009-150-006-000	ST HELENA CITY OF	4.30	\$55.90
027-210-037-000	ST JOHN MOUNTAIN INC	1.92	\$24.96
018-160-002-000	ST SUPERY INC	78.96	\$1,026.48
018-160-003-000	ST SUPERY INC	177.08	\$2,302.04
018-160-034-000	ST SUPERY INC	240.44	\$3,125.72
030-190-018-000	ST SUPERY INC	2.20	\$28.60
030-190-019-000	ST SUPERY INC	34.79	\$452.27
027-250-065-000	STAGLIN FAMILY PARTNERS LTD	42.47	\$552.11
027-250-064-000	STAGLIN SHARALYN KING TR ETAL	2.87	\$37.31
020-180-042-000	STAGNARO MARCIA A	2.00	\$26.00
039-030-028-000	STAGS LEAP VINEYARDS	36.60	\$475.80
036-170-037-000	STAGS LEAP WINE CELLARS	38.91	\$505.83
039-030-039-000	STAGS LEAP WINE CELLARS	47.60	\$618.80
039-030-040-000	STAGS LEAP WINE CELLARS	18.64	\$242.32
036-150-058-000	STANLEY ROBERT H & CONNIE G TR	5.31	\$69.03
047-240-019-000	STANLY RANCH VINEYARDS LLC	5.80	\$75.40

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
047-240-020-000	STANLY RANCH VINEYARDS LLC	6.10	\$79.30
047-240-022-000	STANLY RANCH VINEYARDS LLC	12.00	\$156.00
047-240-023-000	STANLY RANCH VINEYARDS LLC	8.80	\$114.40
047-240-040-000	STANLY RANCH VINEYARDS LLC	87.20	\$1,133.60
047-240-041-000	STANLY RANCH VINEYARDS LLC	16.80	\$218.40
047-240-042-000	STANLY RANCH VINEYARDS LLC	15.30	\$198.90
009-070-011-000	STANTON BARBARA A TR ETAL	18.30	\$237.90
009-580-010-000	STANTON DOUGLAS ETAL	21.50	\$279.50
031-080-028-000	STANTON DOUGLAS ETAL	21.82	\$283.66
030-150-017-000	STAR VINEYARDS LLC	18.81	\$244.53
030-150-018-000	STAR VINEYARDS LLC	13.20	\$171.60
030-150-019-000	STAR VINEYARDS LLC	24.58	\$319.54
022-010-012-000	STARCHASE NAPA VINEYARD CO	11.04	\$143.52
031-070-019-000	STATE FARM RANCH LLC	35.15	\$456.95
031-110-003-000	STATE FARM RANCH LLC	48.11	\$625.43
031-110-011-000	STATE FARM RANCH LLC	299.95	\$3,899.35
031-170-005-000	STATE LANE HOLDINGS LLC	5.10	\$66.30
031-160-026-000	STATE LANE KNOLL LLC	3.81	\$49.53
031-180-048-000	STATE LANE VINEYARDS ETAL	24.50	\$318.50
045-282-012-000	STCLAIR CHARLES D & ELAINE J	1.40	\$18.20
017-222-015-000	STE MICHELLE WINE ESTATES LTD	30.70	\$399.10
030-120-032-000	STE MICHELLE WINE ESTATES LTD	2.16	\$28.08
033-340-017-000	STE MICHELLE WINE ESTATES LTD	66.06	\$858.78
020-300-063-000	STEFFENS JOHN L	17.82	\$231.66
018-200-022-000	STEINSCHRIBER PHILLIP & DIANE KLOR	3.10	\$40.30
032-400-038-000	STELTZNER ALLISON	1.80	\$23.40
007-038-010-000	STEWART ROBIN LESLIE & BURNETT DOUGLAS A TR	4.00	\$52.00
039-390-013-000	STOLL BRADLEY G & EDWINA L TR	2.44	\$31.72
025-070-058-000	STONE BRIDGE CELLARS INC	139.06	\$1,807.78
025-410-005-000	STONE BRIDGE CELLARS INC	22.00	\$286.00
032-400-030-000	STONE BRIDGE CELLARS INC	9.69	\$125.97
020-210-010-000	STONE NORMAN C TR	3.75	\$48.75
024-201-036-000	STONE RIDGE BROOKSIDE LLC	7.11	\$92.43
032-400-005-000	STONEBRIDGE CELLARS	18.37	\$238.81
025-410-006-000	STONEBRIDGE CELLARS INC	7.01	\$91.13
034-170-015-000	STONEBRIDGE CELLARS INC	47.93	\$623.09
017-110-019-000	STORYBOOK MOUNTAIN VINEYARDS	33.51	\$435.63
034-100-043-000	STRAUSS JEFF & SCHULTHEIS MINDY TR	10.76	\$139.88
021-030-057-000	STROMBOM BRUCE A & THERESA E TR	1.00	\$13.00
021-030-058-000	STROMBOM BRUCE A & THERESA E TR	1.84	\$23.92
036-150-053-000	STUDT WARD B AND GAY CAROLYN CO-TR	10.32	\$134.16
046-400-056-000	SUGARLOAF EAST VINEYARD LLC	130.95	\$1,702.35
046-400-052-000	SUGARLOAF VINEYARD LLC	86.31	\$1,122.03
017-110-046-000	SULLIVAN RANDOLPH GORDON TR	1.13	\$14.69
027-210-025-000	SULLIVAN WALTER III TR ETAL	78.10	\$1,015.30
020-300-051-000	SUMMIT RANCH VINEYARDS LLC	19.34	\$251.42
039-390-015-000	SUMMIT VINEYARDS HOLDINGS LLC	4.27	\$55.51
039-390-016-000	SUMMIT VINEYARDS HOLDINGS LLC	4.62	\$60.06
025-400-007-000	SUNSERI PHILIP A & LESLIE TR	22.20	\$288.60
047-041-005-000	SUNSET KNOLL LLC	8.00	\$104.00
020-370-006-000	SUNSHINE ESTATE INVESTORS LLC	36.41	\$473.33
034-200-001-000	SUNSHINE VALLEY VINEYARDS LLC	10.42	\$135.46
017-060-031-000	SURBER TED K & SANDRA J TR	16.24	\$211.12
045-360-019-000	SUSCOL MOUNTAIN VINEYARDS LLC	37.23	\$483.99
045-360-021-000	SUSCOL MOUNTAIN VINEYARDS LLC	9.70	\$126.10
045-360-018-000	SUSCOL SPRINGS RANCH LP	26.40	\$343.20
046-370-031-000	SUSCOL SPRINGS RANCH LP	19.08	\$248.04
046-400-034-000	SUSCOL SPRINGS RANCH LP	81.93	\$1,065.09
057-020-087-000	SUSCOL VISTA VINEYARD LLC	29.64	\$385.32



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
057-020-088-000	SUSCOL VISTA VINEYARD LLC	64.10	\$833.30
009-120-062-000	SUTTER HOME WINERY INC	8.89	\$115.57
009-120-064-000	SUTTER HOME WINERY INC	13.41	\$174.33
017-130-031-000	SUTTER HOME WINERY INC	14.06	\$182.78
017-130-047-000	SUTTER HOME WINERY INC	20.40	\$265.20
022-100-010-000	SUTTER HOME WINERY INC	10.12	\$131.56
027-510-022-000	SUTTER HOME WINERY INC	13.01	\$169.13
032-450-003-000	SUTTER HOME WINERY INC	23.55	\$306.15
034-160-011-000	SUTTER HOME WINERY INC	6.67	\$86.71
038-040-023-000	SUTTER HOME WINERY INC	16.10	\$209.30
059-010-029-000	SUTTER HOME WINERY INC	106.79	\$1,388.27
059-010-030-000	SUTTER HOME WINERY INC	17.21	\$223.73
052-380-023-000	SUTTIE DAVID & ROSANNE SADOWSKI TR	1.00	\$13.00
017-230-009-000	SWANTON LAURA L & MICHAEL G TR	1.26	\$16.38
032-030-027-000	SWEENEY CHARLES M & NELL M TR	23.18	\$301.34
036-150-026-000	SWEENEY JOSEPH E III & LAURA S TR	4.50	\$58.50
017-160-061-000	SWICKARD TODD & LORETTA TR	2.53	\$32.89
017-160-062-000	SWICKARD TODD & LORETTA TR	1.00	\$13.00
025-140-021-000	SWIG RICHARD L JR TR ETAL	1.23	\$15.99
027-460-013-000	SWLD LLC	6.13	\$79.69
031-090-018-000	SX RANCH INC	20.67	\$268.71
031-090-021-000	SX RANCH INC	28.66	\$372.58
033-320-010-000	SYDNEY APARTMENTS INC	29.53	\$383.89
030-270-021-000	SYRAH LDVF1 RUTHERFORD LLC	10.28	\$133.64
052-200-009-000	SZU HUI CHUAN	6.69	\$86.97
050-170-047-000	T2K INVESTMENTS LLC	2.56	\$33.28
035-031-036-000	TADAIMA INC	17.00	\$221.00
027-500-015-000	TADDEI RONALD J TR ETAL	15.39	\$200.07
009-350-053-000	TALBOT ENTERPRISES LLC	6.71	\$87.23
009-350-054-000	TALBOT ENTERPRISES LLC	5.85	\$76.05
020-370-038-000	TAMAGNI THEODORE BEN & JUDITH LORENE TR	3.23	\$41.99
038-010-032-000	TANITA EDWIN K ETAL	8.00	\$104.00
038-010-033-000	TANITA EDWIN K ETAL	38.30	\$497.90
027-100-005-000	TAPLIN ASSOCIATES LLC	16.64	\$216.32
027-520-025-000	TAPLIN ASSOCIATES LLC	7.20	\$93.60
049-263-027-000	TARANTINO PAUL G & NANCY P TR	5.85	\$76.05
045-300-001-000	TAYLOR ELLIOTT ETAL	5.00	\$65.00
025-380-021-000	TDL WINE LLC	6.85	\$89.05
031-070-027-000	TEADERMAN KATHRYN M ETAL	12.18	\$158.34
011-390-016-000	TEDESCHI FRANCES A TR ETAL	1.00	\$13.00
018-070-063-000	TEMPLE FAMILY VINEYARDS LLC	62.03	\$806.39
031-070-006-000	TENCH FAMILY VINEYARDS LLC	28.35	\$368.55
030-080-034-000	TERLATO FAMILY VINEYARDS	35.55	\$462.15
045-320-009-000	TERRA SOLIS LLC	4.00	\$52.00
047-280-007-000	TERRACE VIEW VINEYARDS-CA LLC	14.21	\$184.73
027-060-022-000	TESSERON VINEYARDS	8.40	\$109.20
027-060-023-000	TESSERON VINEYARDS	5.80	\$75.40
027-060-024-000	TESSERON VINEYARDS	5.60	\$72.80
021-420-043-000	TETZ EMMETT L TR	8.00	\$104.00
052-130-065-000	THIRD AVENUE PROPERTIES LLC	10.47	\$136.11
024-241-045-000	THIRTEENTH VINEYARD LLC	1.61	\$20.93
024-242-003-000	THIRTEENTH VINEYARD LLC	7.12	\$92.56
024-242-045-000	THIRTEENTH VINEYARD LLC	40.70	\$529.10
024-242-046-000	THIRTEENTH VINEYARD LLC	24.49	\$318.37
039-040-004-000	THIS REALM LLC	16.66	\$216.58
039-040-056-000	THIS REALM LLC	2.91	\$37.83
039-040-057-000	THIS REALM LLC	1.40	\$18.20
027-440-015-000	THOMAS DONALD W TR	6.94	\$90.22
049-010-035-000	THOMAS SEAN & SANDRA	1.80	\$23.40

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
049-242-009-000	THOMPSON C THOMAS & STELLA A TR	1.50	\$19.50
049-091-016-000	THOMPSON C THOMAS & STELLA ETAL	1.00	\$13.00
052-170-021-000	THOMPSON LAWRENCE R & BEVERLY A TR	5.29	\$68.77
020-300-066-000	THOMPSON PETER R TR	9.19	\$119.47
047-170-001-000	THOMSON JENNIFER ROYCELYNN	20.00	\$260.00
032-440-009-000	THORNBERRY RICHARD P & GAIL F TR	14.65	\$190.45
017-140-015-000	THORNTON THOMAS W TR ETAL	10.07	\$130.91
047-330-026-000	THORPE CHRISTIAN D & NAOMI R TR	11.54	\$150.02
034-160-008-000	THREE HILLS LLC	5.83	\$75.79
025-380-017-000	THREE TWINS LLC	5.88	\$76.44
009-040-001-000	THURMOND VINEYARD LP	6.80	\$88.40
032-030-044-000	TIMAR LLC	11.69	\$151.97
032-560-032-000	TIMAR LLC	20.60	\$267.80
047-100-011-000	TIRADO ABEL O	11.50	\$149.50
022-110-004-000	TITUS LEE AND SONS	6.35	\$82.55
017-120-022-000	TJ EVERGREEN LLC	5.90	\$76.70
039-080-030-000	TJIAN SHARON TR ETAL	3.86	\$50.18
039-630-012-000	TK GROUP LLC	11.80	\$153.40
032-030-043-000	TMR WINE COMPANY LLC	21.40	\$278.20
032-560-029-000	TMR WINE COMPANY LLC	9.20	\$119.60
020-150-011-000	TOFANELLI NORMA JEAN TR ETAL	6.94	\$90.22
020-150-028-000	TOFANELLI NORMA JEAN TR ETAL	15.91	\$206.83
047-280-002-000	TOGNETTI THOMAS FRANCIS ETAL	12.89	\$167.57
022-150-038-000	TOGNI LISA KARIN TR ETAL	9.98	\$129.74
030-280-033-000	TONELLA RAYMOND L & DEBORAH LYNN TR	13.22	\$171.86
030-280-035-000	TONELLA RAYMOND L & DEBORAH LYNN TR	3.21	\$41.73
036-110-009-000	TOPVIEW LLC	10.53	\$136.89
049-110-012-000	TORRES ROBERT D & MARIA FRANCHI TR	5.72	\$74.36
011-523-009-000	TORRIGINO STEPHEN TR	1.00	\$13.00
032-110-046-000	TORUN MEHMET S & NACIYE	3.00	\$39.00
045-310-047-000	TOTH BRYANT ALEXANDER & HENDERSONTOTH JILL TR	3	\$39.00
022-010-013-000	TOURNAHU INVESTMENT PROPERTIES PARTNERSHIP LP	6.66	\$86.58
017-160-029-000	TOWNE DOUGLAS M AND DORA LEE TR	11.39	\$148.07
011-390-017-000	TRAGOUTSIS JOHN ETAL	1.38	\$17.94
031-220-016-000	TRAINA J TODD BUCHANAN ETAL	14.47	\$188.11
031-080-017-000	TRAINA VINEYARDS LLC	9.94	\$129.22
027-250-031-000	TRAINOR EDMOND F & JENNIFER G TR	6.61	\$85.93
009-010-025-000	TREASURY WINE ESTATES AMERICAS COMPANY	5.50	\$71.50
009-010-026-000	TREASURY WINE ESTATES AMERICAS COMPANY	10.20	\$132.60
009-131-009-000	TREASURY WINE ESTATES AMERICAS COMPANY	23.70	\$308.10
024-070-007-000	TREASURY WINE ESTATES AMERICAS COMPANY	30.30	\$393.90
032-530-024-000	TREASURY WINE ESTATES AMERICAS COMPANY	78.50	\$1,020.50
032-530-037-000	TREASURY WINE ESTATES AMERICAS COMPANY	1.96	\$25.48
038-010-004-000	TREASURY WINE ESTATES AMERICAS COMPANY	50.80	\$660.40
047-230-033-000	TREASURY WINE ESTATES AMERICAS COMPANY	11.00	\$143.00
036-140-053-000	TREFETHEN FAMILY VINEYARDS LLC	33.34	\$433.42
036-140-056-000	TREFETHEN FAMILY VINEYARDS LLC	31.30	\$406.90
036-140-068-000	TREFETHEN FAMILY VINEYARDS LLC	25.20	\$327.60
036-140-070-000	TREFETHEN FAMILY VINEYARDS LLC	22.42	\$291.46
036-140-071-000	TREFETHEN FAMILY VINEYARDS LLC	40.10	\$521.30
036-140-078-000	TREFETHEN FAMILY VINEYARDS LLC	38.21	\$496.73
036-150-065-000	TREFETHEN FAMILY VINEYARDS LLC	22.15	\$287.95
036-150-066-000	TREFETHEN FAMILY VINEYARDS LLC	34.83	\$452.79
036-150-067-000	TREFETHEN FAMILY VINEYARDS LLC	26.72	\$347.36
036-140-077-000	TREFETHEN FAMILY WINERY LLC	22.70	\$295.10
034-170-025-000	TREFETHEN JOHN V ETAL	8.23	\$106.99
034-170-026-000	TREFETHEN JOHN V ETAL	22.96	\$298.48
030-060-063-000	TREMONT VISTA LLC	8.75	\$113.75
052-440-032-000	TRINCHERO CARLO & STEPHANIE TR	1.25	\$16.25



APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
027-250-018-000	TRINCHERO GINA MARIA TR	1.22	\$15.86
038-361-010-000	TRINITY PROJECT LLC	3.13	\$40.69
038-361-042-000	TRINITY PROJECT LLC	5.00	\$65.00
036-090-043-000	TRIO C VINEYARDS LLC	16.32	\$212.16
036-090-044-000	TRIO C VINEYARDS LLC	14.92	\$193.96
036-090-048-000	TRIO C VINEYARDS LLC	15.77	\$205.01
036-090-049-000	TRIO C VINEYARDS LLC	9.32	\$121.16
036-090-051-000	TRIO C VINEYARDS LLC	9.95	\$129.35
022-270-009-000	TRISTANT WILLIAM R AND ANNE L TR	4.59	\$59.67
032-230-027-000	TRIUMPH BEVERAGE COMPANY LLC	31.24	\$406.12
009-490-016-000	TROXEL ATHENA TR	2.43	\$31.59
036-120-067-000	TRUBODY RANCH LLC	28.95	\$376.35
036-120-069-000	TRUBODY RANCH LLC	41.21	\$535.73
036-120-070-000	TRUBODY RANCH LLC	41.04	\$533.52
043-040-030-000	TRUCHARD ANTHONY M & JO ANN M TR	11.00	\$143.00
043-061-022-000	TRUCHARD ANTHONY M & JO ANN M TR	70.00	\$910.00
043-040-028-000	TRUCHARD ANTHONY M TR ETAL	4.00	\$52.00
043-030-008-000	TRUCHARD HOLDING COMPANY LLC	18.00	\$234.00
043-030-009-000	TRUCHARD HOLDING COMPANY LLC	1.50	\$19.50
043-040-004-000	TRUCHARD HOLDING COMPANY LLC	33.75	\$438.75
043-040-029-000	TRUCHARD HOLDING COMPANY LLC	17.10	\$222.30
047-030-008-000	TRUCHARD HOLDING COMPANY LLC	3.75	\$48.75
047-042-023-000	TRUCHARD HOLDING COMPANY LLC	2.00	\$26.00
047-042-024-000	TRUCHARD HOLDING COMPANY LLC	7.40	\$96.20
047-043-021-000	TRUCHARD HOLDING COMPANY LLC	6.80	\$88.40
050-270-020-000	TRUCHARD HOLDING COMPANY LLC	20.50	\$266.50
050-270-025-000	TRUCHARD HOLDING COMPANY LLC	34.00	\$442.00
043-061-019-000	TSIPLAKOS PAULINE TR	16.50	\$214.50
043-061-020-000	TSIPLAKOS PAULINE TR ETAL	5.80	\$75.40
021-420-048-000	TUCK BECKSTOFFER WINES LLC	4.76	\$61.88
049-340-025-000	TUCKER ANN M TR	4.43	\$57.59
025-060-062-000	TUCKROGERS KATHLEEN TR	3.33	\$43.29
025-060-063-000	TUCKROGERS KATHLEEN TR	3.02	\$39.26
025-180-078-000	TUCKROGERS KATHLEEN TR	4.75	\$61.75
025-180-079-000	TUCKROGERS KATHLEEN TR	1.65	\$21.45
025-180-080-000	TUCKROGERS KATHLEEN TR	2.80	\$36.40
025-180-081-000	TUCKROGERS KATHLEEN TR	27.17	\$353.21
022-240-010-000	TURLEY WILLIAM LAURENCE & SUZANNE CHAMBERS TR	7.27	\$94.51
022-240-011-000	TURLEY WILLIAM LAURENCE & SUZANNE CHAMBERS TR	1.00	\$13.00
022-240-013-000	TURLEY WILLIAM LAURENCE & SUZANNE CHAMBERS TR	1.99	\$25.87
022-240-014-000	TURLEY WILLIAM LAURENCE & SUZANNE CHAMBERS TR	42.92	\$557.96
018-060-071-000	TURLEY WINE CELLARS INC ETAL	23.00	\$299.00
031-010-002-000	TURNBULL WINE CELLARS	15.22	\$197.86
047-230-053-000	TVL CARNEROS VINEYARDS LLC ETAL	17.80	\$231.40
047-230-054-000	TVL CARNEROS VINEYARDS LLC ETAL	12.50	\$162.50
035-390-015-000	TWISTED OAK VILLA LLC	6.70	\$87.10
047-080-047-000	TYKM VENTURES LLC	17.83	\$231.79
047-080-056-000	TYKM VENTURES LLC	14.46	\$187.98
045-240-011-000	URDA JAMES J & CARRIE A TR	1.80	\$23.40
035-480-026-000	US VITICULTURE FARMLAND LLC	53.30	\$692.90
036-010-026-000	US VITICULTURE FARMLAND LLC	42.53	\$552.89
036-010-027-000	US VITICULTURE FARMLAND LLC	39.45	\$512.85
036-160-021-000	US VITICULTURE FARMLAND LLC	38.45	\$499.85
036-160-022-000	US VITICULTURE FARMLAND LLC	32.39	\$421.07
036-470-001-000	US VITICULTURE FARMLAND LLC	38.56	\$501.28
024-470-009-000	USIBELLI JOSEPH E & MARILYN	1.00	\$13.00
030-120-015-000	USIBELLI RANCH LLC	62.64	\$814.32
018-160-026-000	USIBELLI VINEYARDS INC	300.00	\$3,900.00
047-370-014-000	V K VINEYARDS LLC	28.16	\$366.08

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
030-260-003-000	V SATTUI WINERY	12.66	\$164.58
030-260-035-000	V SATTUI WINERY	15.15	\$196.95
036-130-030-000	V SATTUI WINERY INC	6.22	\$80.86
036-130-035-000	V SATTUI WINERY INC	21.83	\$283.79
050-380-014-000	V SATTUI WINERY INC	92.49	\$1,202.37
011-351-017-000	VA VINEYARD PROPERTIES LLC	5.04	\$65.52
011-390-028-000	VA VINEYARD PROPERTIES LLC	1.00	\$13.00
011-390-029-000	VA VINEYARD PROPERTIES LLC	1.00	\$13.00
011-390-036-000	VA VINEYARD PROPERTIES LLC	1.00	\$13.00
011-390-037-000	VA VINEYARD PROPERTIES LLC	12.66	\$164.58
011-390-038-000	VA VINEYARD PROPERTIES LLC	2.47	\$32.11
011-390-039-000	VA VINEYARD PROPERTIES LLC	2.20	\$28.60
011-390-040-000	VA VINEYARD PROPERTIES LLC	2.54	\$33.02
011-390-041-000	VA VINEYARD PROPERTIES LLC	1.70	\$22.10
039-610-006-000	VALE TRAVIS F & CATHERINE E TR	7.50	\$97.50
034-170-035-000	VALLERGA ARNOLD A & PHYLLIS M TR ETAL	13.49	\$175.37
034-170-036-000	VALLERGA ARNOLD A & PHYLLIS M TR ETAL	3.90	\$50.70
034-170-038-000	VALLERGA ARNOLD A & PHYLLIS M TR ETAL	2.20	\$28.60
034-170-037-000	VALLERGA JOHN A & LISA D TR	2.00	\$26.00
022-220-003-000	VANDENBOSCH BRUNO AND CHRISTINE TR	1.89	\$24.57
032-440-005-000	VANGONE VINEYARDS LLC	18.00	\$234.00
033-140-053-000	VANWARMERDAM JENNIFER M	2.13	\$27.69
038-240-015-000	VANWINDEN ARDY & LORI TR	3.80	\$49.40
047-212-002-000	VANWINDEN ARDY F & LORI TR ETAL	12.22	\$158.86
009-560-018-000	VAROZZA FAMILY HOLDINGS LLC	1.00	\$13.00
039-630-011-000	VASSER JAMES E JR	7.92	\$102.96
035-080-027-000	VEEDER RIDGE LLC	21.07	\$273.91
021-200-016-000	VEIT JEREMY M & JULIE O TR	1.78	\$23.14
017-130-006-000	VENGE KIRK PETER & SARAH HEISER TR	5.00	\$65.00
017-130-032-000	VENGE KIRK PETER & SARAH HEISER TR	2.00	\$26.00
020-350-043-000	VENGE LAND VENTURES LLC	11.08	\$144.04
031-040-002-000	VENGE NILS TR ETAL	11.76	\$152.88
021-110-007-000	VERDOORN DANIEL CLARE & CARLA ANN TR	1.00	\$13.00
036-170-041-000	VERHEY JAMES F & ANN L TR	20.00	\$260.00
021-420-039-000	VIADER DELIA E TR	18.80	\$244.40
021-420-038-000	VIADER VINEYARDS	7.68	\$99.84
039-030-014-000	VICASA LLC	2.60	\$33.80
049-062-005-000	VICHY SPRINGS RANCH LLC	1.65	\$21.45
032-560-025-000	VIGNE DI LAGO LLC	18.30	\$237.90
036-190-007-000	VIGNERON PARTNERS LLC	7.24	\$94.12
020-230-001-000	VILLA AMOROSA INC	22.07	\$286.91
020-390-012-000	VILLA AMOROSA INC	6.76	\$87.88
027-260-005-000	VILLA AMOROSA INC	2.78	\$36.14
045-310-048-000	VILLA AMOROSA INC	12.59	\$163.67
052-490-003-000	VILLA VIGNETO 4266 LLC	1.12	\$14.56
034-160-018-000	VINATIERI PATRICK M	2.39	\$31.07
027-020-077-000	VINE & FIG TREE FARM LLC	3.70	\$48.10
052-240-006-000	VINE FARM LLC	8.00	\$104.00
035-042-053-000	VINELAND HOLDINGS LLC	2.00	\$26.00
009-180-041-000	VINELAND STATION LP	1.80	\$23.40
009-030-062-000	VINEYARD 29 LLC	3.25	\$42.25
022-010-034-000	VINEYARD 29 LLC	8.55	\$111.15
022-010-035-000	VINEYARD 29 LLC	6.76	\$87.88
022-200-027-000	VINEYARD 29 LLC	5.34	\$69.42
022-230-012-000	VINEYARD 29 LLC	7.44	\$96.72
030-260-041-000	VINEYARD 29 LLC	4.57	\$59.41
047-370-015-000	VINEYARD KNOLLS LLC	2.60	\$33.80
047-370-017-000	VINEYARD KNOLLS LLC	6.80	\$88.40
038-080-002-000	VINEYARD PROPERTIES LLC	3.50	\$45.50

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
017-140-001-000	VINPROP LLC	3.85	\$50.05
031-070-026-000	VINTAGE OAKVILLE CROSS LLC	4.41	\$57.33
034-060-059-000	VINTAGE VINEYARDS OF NAPA	10.40	\$135.20
017-140-003-000	VINTAGE WINE ESTATES INC	31.81	\$413.53
020-150-017-000	VINTAGE WINE ESTATES INC	14.26	\$185.38
020-150-055-000	VINTAGE WINE ESTATES INC	4.12	\$53.56
027-540-013-000	VINTAGE WINE ESTATES INC	1.81	\$23.53
021-420-040-000	VITE CRYSTAL SPRINGS VINEYARDS LLC	8.48	\$110.24
030-070-010-000	VITE GALLERON VINEYARDS LLC	20.99	\$272.87
039-150-002-000	VITE SODA CANYON VINEYARDS LLC	2.77	\$36.01
025-240-014-000	VOLKER EISELE VINEYARDS LLC	49.00	\$637.00
018-120-013-000	VON CRAWSONARD LLC ETAL	2.80	\$36.40
024-332-013-000	VON CRAWSONARD LLC ETAL	5.54	\$72.02
011-370-023-000	VONSTRASSER RUDY & RITA TR	2.56	\$33.28
034-330-011-000	VUPPALAPATI DWARAKANATH & VEERASWAMY ARATHI	3.00	\$39.00
031-110-014-000	VYBORNY VINEYARD MANAGEMENT INC	33.19	\$431.47
033-070-039-000	WAGNER CHARLES J TR	5.00	\$65.00
030-290-019-000	WAGNER GARY ROBERT & PATRICIA MOE	1.25	\$16.25
009-362-026-000	WAGNER RANCH LLC	10.00	\$130.00
009-362-027-000	WAGNER RANCH LLC	4.50	\$58.50
047-201-005-000	WAGNER RANCH LLC	9.20	\$119.60
021-320-004-000	WAGON TRAIL LLC	9.71	\$126.23
031-100-027-000	WAITTE BARRY TR ETAL	3.05	\$39.65
020-300-072-000	WALECKA JOHN LAWRENCE & BARBARA ALISON TR	3.72	\$48.36
047-181-005-000	WALKER CASSANDRA L TR ETAL	1.50	\$19.50
027-550-009-000	WALL ROAD VINEYARD LLC	3.21	\$41.73
030-120-030-000	WALTHER ROGER O & ANNE N TR	1.57	\$20.41
030-120-031-000	WALTHER ROGER O & ANNE N TR	4.58	\$59.54
030-120-025-000	WALTHER ROGER O & WALTHER ANNE N TR	4.58	\$59.54
030-220-043-000	WAPPO LAND COMPANY LLC	15.63	\$203.19
032-500-006-000	WARKE FAMILY VINEYARDS (US) LTD	14.61	\$189.93
039-400-077-000	WARKE FAMILY VINEYARDS LTD	21.79	\$283.27
032-540-021-000	WARNOCK VINEYARDS LLC	11.84	\$153.92
034-212-003-000	WASSERMAN MARK & KIMBERLY TR	1.00	\$13.00
033-010-065-000	WATERS RANCH VINEYARD LLC	68.68	\$892.84
022-110-003-000	WATSON GEORGE GRANT II TR ETAL	4.05	\$52.65
030-080-040-000	WATSON JAMES B TR	10.50	\$136.50
034-211-016-000	WEICHEN JOIN & CHUNKAI HUI	1.64	\$21.32
050-372-001-000	WEINBERG MATTHEW B AND BARBARA K CO-TR	1.52	\$19.76
038-180-020-000	WEINERT THOMAS C & VICKI C TR	12.60	\$163.80
039-130-002-000	WEIR NORMAN E & IRIT D TR	5.51	\$71.63
049-050-003-000	WEIR NORMAN E & IRIT D TR	6.00	\$78.00
039-290-026-000	WEISS GREGORY A & LISA A TR	1.01	\$13.13
035-480-023-000	WEISS JOEL R & JENNLEA O TR	5.00	\$65.00
032-030-054-000	WEITZ VINEYARD	40.93	\$532.09
036-170-043-000	WENYON ARNOLD & DESIREE A TR	1.78	\$23.14
011-400-007-000	WEPPLER KEITH D & JULIE L	2.49	\$32.37
036-160-024-000	WESTERN FARMLAND LLC	40.41	\$525.33
017-140-007-000	WESTERN WASHINGTON UNIVERSITY FOUNDATION	13.00	\$169.00
036-120-035-000	WHEATLEY LINDA LIM TR	11.91	\$154.83
018-140-035-000	WHISKEY RIVER RANCH II LLC	33.30	\$432.90
018-140-036-000	WHISKY RIVER RANCH VINEYARD LLC	36.40	\$473.20
039-650-002-000	WHITE TIMOTHY R TR	2.00	\$26.00
039-650-003-000	WHITE TIMOTHY R TR	1.50	\$19.50
032-090-022-000	WHITELEY MELANIE LYNN	1.00	\$13.00
017-110-045-000	WHYNOT WINES LLC	22.87	\$297.31
024-460-005-000	WICKER RONALD J & LISA K	4.00	\$52.00
034-370-017-000	WIEBE WILLIAM R	2.45	\$31.85
027-100-002-000	WIGHT DAVID L & SUSAN H TR ETAL	5.62	\$73.06

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
027-100-003-000	WIGHT DAVID L & SUSAN H TR ETAL	13.26	\$172.38
027-100-004-000	WIGHT DAVID L & SUSAN H TR ETAL	8.21	\$106.73
027-110-010-000	WIGHT DAVID L & SUSAN H TR ETAL	17.94	\$233.22
034-320-007-000	WILD CAT MOUNTAIN LLC	13.00	\$169.00
032-200-005-000	WILDER W P ETAL	9.00	\$117.00
047-272-015-000	WILKINSON MATTHEW E & KRISTIN K TR	4.06	\$52.78
031-170-012-000	WILKINSON ROLLIN L AND DOREEN D TR	6.14	\$79.82
017-140-022-000	WILLIAM MARK E TR ETAL	3.00	\$39.00
039-010-008-000	WILLIAMS ANTONIA M TR	20.00	\$260.00
036-100-018-000	WILLIAMS JEFFREY C & ROBIN C	2.23	\$28.99
017-140-021-000	WILLIAMS MARK TR ETAL	2.80	\$36.40
025-020-024-000	WILLIAMSON ALEXANDER F C TR ETAL	64.60	\$839.80
045-310-045-000	WILLOW PEAK VINEYARD LLC	2.50	\$32.50
030-070-005-000	WILSEY CLINT RONALD TR	12.43	\$161.59
030-140-014-000	WILSEY DIANE B TR	27.12	\$352.56
030-140-015-000	WILSEY DIANE B TR	36.60	\$475.80
030-140-016-000	WILSEY DIANE B TR	38.31	\$498.03
030-140-017-000	WILSEY DIANE B TR	39.66	\$515.58
030-140-018-000	WILSEY DIANE B TR	39.06	\$507.78
030-140-019-000	WILSEY DIANE B TR	43.79	\$569.27
049-242-036-000	WILSON CAROLINE TR ETAL	4.50	\$58.50
038-010-031-000	WILSON EDWIN E III TR ETAL	48.20	\$626.60
027-160-057-000	WILSON KIMOTO LLC	11.67	\$151.71
033-290-001-000	WINDY FLATS PARTNERS LLC	20.80	\$270.40
027-120-006-000	WINEMAP LLC	10.63	\$138.19
034-340-004-000	WINGE ARLENE K AELL & RICHARD A	1.50	\$19.50
047-280-017-000	WITHERS ROAD NAPA CA LP	275.13	\$3,576.69
027-450-005-000	WITT JOHN L TR ETAL	2.88	\$37.44
033-160-018-000	WOLF W J & ROXANNE B TR	9.00	\$117.00
039-210-001-000	WOLFE DEAN & HELEN A TR	8.85	\$115.05
021-040-019-000	WOLFE STEVEN L SUC TR ETAL	10.00	\$130.00
047-252-016-000	WOLFF ROGER A & LINDA MCGLOCHLIN	4.50	\$58.50
052-300-002-000	WONG MARTIN S	2.50	\$32.50
031-170-018-000	WOOD LILA M TR	8.50	\$110.50
024-010-018-000	WOOLLS PAUL & BETTY OSHAUGHNESSY TR	18.76	\$243.88
031-050-030-000	WOOLLS PAUL & BETTY OSHAUGHNESSY TR	24.98	\$324.74
034-340-006-000	WOOLLS PAUL & BETTY OSHAUGHNESSY TR	16.97	\$220.61
035-010-054-000	WOOLLS RANCH LLC	31.08	\$404.04
025-080-031-000	WORNICK RONALD C AND ANITA L TR	3.05	\$39.65
036-230-017-000	WRAGE CAROLYN F TR	1.00	\$13.00
039-080-040-000	WULFF RANDALL WILLIAM & KRISTYNA MATLOCK TR	2.00	\$26.00
017-110-049-000	WWCD LLC	5.28	\$68.64
007-038-001-000	XIAO ZHOU	2.00	\$26.00
031-220-014-000	YAHOME VINEYARDS LLC	10.00	\$130.00
039-020-018-000	YAHOME VINEYARDS LLC	16.80	\$218.40
039-040-032-000	YAHOME VINEYARDS LLC	56.60	\$735.80
049-270-014-000	YAHOME VINEYARDS LLC	108.74	\$1,413.62
034-110-060-000	YATES 60 62 AND 64 LLC	10.80	\$140.40
034-110-064-000	YATES 60 62 AND 64 LLC	7.39	\$96.07
034-110-063-000	YATES 63 LLC	14.60	\$189.80
025-260-035-000	YELLOW ALPHA II LLC	101.12	\$1,314.56
022-120-003-000	YEWELL DAVID PAUL & NANCY ANNE TR	1.64	\$21.32
009-020-019-000	YORK CREEK LLC	12.21	\$158.73
022-140-024-000	YORK CREEK VINEYARDS LLC	37.80	\$491.40
022-140-055-000	YORK CREEK VINEYARDS LLC	63.89	\$830.57
018-300-021-000	YOUNG LEROY A & PATRICIA J TR	62.65	\$814.45
050-270-031-000	YOUNG LEROY A & PATRICIA J TR	1.50	\$19.50
031-130-028-000	YOUNT RIDGE CELLAR LLC	2.04	\$26.52
031-220-023-000	YOUNTVILLE CROSSROADS INC	7.17	\$93.21

APN	OWNER NAME	PLANTED ACRES	PARCEL ASSMT
030-260-040-000	YUREK GREGORY J & CAROL L	4.29	\$55.77
036-070-036-000	YXR 1975 LLC	10.50	\$136.50
036-180-048-000	ZACHOWSKI ZACH & GABEL BARBARA TR	7.26	\$94.38
021-010-059-000	ZAKIN JONATHAN N & JANICE HANSEN	3.17	\$41.21
030-260-039-000	ZANINOVICH MARKO B & THEO S	5.37	\$69.81
030-020-005-000	ZAVALA FERNANDO A SUC TR ETAL	9.50	\$123.50
030-200-005-000	ZD WINES LLC	3.25	\$42.25
047-130-007-000	ZD WINES LLC	22.00	\$286.00
047-130-008-000	ZD WINES LLC	2.00	\$26.00
025-070-053-000	ZEAGLER MILLARD FILLMORE TR	5.18	\$67.34
049-200-015-000	ZETT GERALD A & DONNA R TR	8.21	\$106.73
025-440-052-000	ZEVKO LP	3.55	\$46.15
030-080-019-000	ZIEGLER JOHN L & RUE W TR	1.43	\$18.59
052-170-027-000	ZIMMERMANN JOHN P & BIANCA TR	9.00	\$117.00
030-240-030-000	ZINFANDEL LANE HOLDINGS LLC	3.29	\$42.77
030-240-024-000	ZINFANDEL LANE LLC	3.42	\$44.46
030-270-023-000	ZINFANDEL LDVF1 RUTHERFORD LLC	7.44	\$96.72
035-390-008-000	ZINFANDEL LLC	4.85	\$63.05
031-150-005-000	ZWEITE PREH VINEYARDS GMBH ETAL	47.50	\$617.50
031-150-006-000	ZWEITE PREH VINEYARDS GMBH ETAL	30.40	\$395.20
850-000-229-000		5.03	\$65.39
<b>TOTAL ASSESSMENT</b>		<b>45,251</b>	<b>\$588,262</b>

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, ACCEPTING THE ENGINEER'S REPORT  
FOR COUNTY SERVICE AREA NO. 4, AND SETTING A PUBLIC  
HEARING ON THE PROPOSED LEVY OF ASSESSMENTS  
FOR FISCAL YEAR 2023-2024**

**WHEREAS**, in 2002, the Napa County Board of Supervisors ("Board"), formed County Service Area No. 4 ("CSA No. 4") pursuant to Government Code section 25210 *et seq.* ("County Service Area law"), as a mechanism for providing certain miscellaneous extended services pertaining to farmworker housing in Napa County; and

**WHEREAS**, pursuant to Government Code section 25213.2, the miscellaneous extended services (collectively "Services") which may be provided by CSA No. 4 include any combination of the following:

- (1) Acquiring farmworker housing;
- (2) Building farmworker housing;
- (3) Leasing farmworker housing; and/or
- (4) Providing maintenance or operations for farmworker housing owned or leased by a public agency whose principal purpose is to develop or facilitate the development of farmworker housing in Napa County; and

**WHEREAS**, the Board proposes to fund these Services, in part through the imposition of assessments ("Assessments") on the parcels of real property in CSA No. 4 containing one or more planted vineyard acres that will receive special benefits from the Services; and

**WHEREAS**, the proposed Assessments for Fiscal Year 2023-2024 do not exceed the range of assessments previously approved in an election held in 2022 of the owners of real property in CSA No. 4 containing one or more acres of planted vineyard, pursuant to the requirements of Article XIII D, section 4 of the California Constitution; and

**WHEREAS**, the Board has received for filing with the Clerk of the Board, a written Engineer's Report ("Report") with respect to the Assessments prepared by a professional engineer certified by the State of California and which Report is referred to and incorporated herein by reference; and

**WHEREAS**, pursuant to County Service Area law and Chapter 3.12 of the Napa County Code, the Report includes a description of each parcel of real property receiving any of the Services and the amount of assessment for such parcel computed in conformity with County Service Area law and Napa County Code sections 3.12.030 and 3.12.040; and

**WHEREAS**, after considering the Report, the Board wishes to set a public hearing on the Report and to consider levying the proposed Assessments for Fiscal Year 2023-2024;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Report prepared by Kristin Lowell, Inc., dated May 04, 2023, entitled "County of Napa Farmworker Housing, CSA No. 4 Assessment District, Engineer's Report Fiscal Year 2023-2024" has been filed with the Clerk of the Board and is hereby accepted by the Board. A copy of this Report shall be maintained on file with the Clerk of the Board at 1195 Third Street, Suite 310, Napa, California, and shall be available for public inspection at that location during regular County business hours.

2. The Board hereby declares its intention, pursuant to the provisions of County Service Area law and Chapter 3.12 of the Napa County Code, to levy the Assessments upon real property containing one or more planted vineyard acres in CSA No. 4 for Fiscal Year 2023-2024 as set forth in the Report. The Report proposes the rate of Assessments for Fiscal Year 2023-2024 as \$13.00 per planted acre.

3. With respect to the Assessments proposed to be levied for Fiscal Year 2023-2024, the designated rates are based on the special benefit to be derived by each identified parcel from the Services provided to that parcel as further set forth in the Report, and no individual assessment exceeds the reasonable cost of the proportional special benefit conferred on the parcel to which it relates.

4. On June 6, 2023, at 9:00 a.m., or as soon thereafter as circumstances allow, in the chambers of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California, the Board will hold a public hearing where any interested person shall be permitted to present written or oral testimony regarding the content and accuracy of the Report, and express support or opposition to the proposed Assessments. The Board will consider any public comments with respect to the Report and the Assessments, and will determine whether, and to what extent, to adopt the proposed Assessments.

5. The Board designates Alex Carrasco of the Housing and Homeless Services Division, 2751 Napa Valley Corporate Drive, Building B, Napa, California 94558, telephone number (707) 299-1352, as the person to answer questions from the public regarding the Assessments.

6. Pursuant to County Service Area law and Napa County Code section 3.12.040(B), the Clerk of the Board shall publish notice of the public hearing at least once per week for two successive weeks, as provided by Government Code section 6066, in a newspaper of general circulation published in Napa County, which noticing shall be completed prior to the date set for the public hearing.

*[remainder of page intentionally blank]*



**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the  
16th day of May, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
the State of California

\_\_\_\_\_  
BELIA RAMOS, Chair  
Napa County Board of Supervisors

<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>May 2, 2023</u> PL Doc. No. 90504</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ 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

## Board Agenda Letter

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

Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0493

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Annamaria Martinez, Assistant Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03.

### **RECOMMENDATION**

District Engineer requests the approval of Plans and Specifications for the Lift Station A - Sewer Collection Tank Replacement Project, LB 22-03 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code.

### **EXECUTIVE SUMMARY**

On September 13, 2022 the Board authorized a professional service agreement with the firm GHD, Inc. of Santa Rosa, CA for professional engineering design services related to the design and preparation of construction drawings and technical specification for the replacement of an existing 91,000 gallon steel raw sewage collection tank at Sewer Lift Station A that is nearing the end of its useful life.

Project Plans and Specifications are now complete; staff recommends Board approval for public bidding.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Lake Berryessa Resort Improvement District Capital Budget - Fund 5220, Org 5220500, Project 22014
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of plans and specifications and authorization to advertise for sealed bids is necessary prior to the construction phase.
Is the general fund affected?	No

Future fiscal impact:	Remaining budget from Fiscal Year 2022-2023 will be carried over to the Fiscal Year 2023-2024 budget.
Consequences if not approved:	If not approved the Project will not go out for construction bids and the likelihood of a tank failure due to corrosion will increase with time, putting the District at risk of violating the Waste Discharge Requirements (permit) issued by the Central Valley Regional Board.
County Strategic Plan pillar addressed:	Effective and Open Government

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

## **BACKGROUND AND DISCUSSION**

The President authorized the American Rescue Plan Act (ARPA) in March 2021 to allocate \$1.9 trillion in stimulus monies across a variety of programs. Of the total, \$350 billion is allocated to state, local, territorial and Tribal governments to enable them to continue to support the public health response and to lay the foundation for a strong and equitable economic recovery. The U.S. Department of the Treasury released Final Interim Rule regulations on May 10, 2021 defining eligible use of ARPA monies that includes investments into water and sewer utility infrastructure. Local Fiscal Recovery (LFR) funds must be obligated by December 31, 2024 with projects completed no later than December 31, 2026. Napa County received \$26,755,157 for ARPA appropriations.

Based on the Final Rule guidelines, water and sewer utility projects that would qualify for funding under the Safe Drinking Water and Clean Water Act Programs are deemed as eligible under ARPA. The District has four (4) high priority projects that satisfy ARPA and the Drinking and Clean Water Act funding criteria - one of the projects being the subject of this agenda report - the replacement of the 91,000 gallons raw sewage collection tank located at Sewer Lift Station A.

### History of the Collection Tank at Lift Station A:

The original sewer collection tank at Lift Station A, which collects all raw sewage from Unit 2 of the Berryessa Estates subdivision, was installed in 1967. It was constructed of welded steel with a maximum capacity of approximately 50,000 gallons. In the late 1980s/early 1990s, deterioration of the upper tank wall due to corrosion from hydrogen sulfide vapors caused seepage of raw sewage from the upper tank panels requiring the operational level to be lowered to half the height of the tank. Due to lack of funding for full replacement of the tank, a reduced scope project was approved that required removal of the corroded panels above the reduced operational level - leaving the District with limited sewer collection capacity for growth and or storm events.

The tank was operated at this reduced capacity for over a decade; increased flow as a result of community growth, and also from increased inflow and infiltration (I/I) in the collection system, resulted in multiple

overflows from the tank and violations from the Central Valley Regional Board (CVRB). An Administrative Civil Liability Complaint (ACL) that required payment of a fine, was issued and ultimately rescinded, but the District was required to replace the tank with a capacity sufficient to prevent overflows in the future.

In 2002, District engineering staff solicited bids for replacement of the modified original welded steel tank with a 91,000 gallon bolted steel tank. The solicitation required setting the new tank within the footprint of the original tank, and the reuse of the original pad. The vendor, International Tank, Dry & Liquid Storage, Inc. from Kentucky was retained to complete the project design and installation.

The 91,000 gallon tank is now 20 years old, and as with the original tank installation, corrosion and pitting, due to the accumulation of hydrogen sulfide gases, has accelerated along the top tank panels that sit above the operational liquid level of the tank. In an effort to prevent a repeat of prior violations and potential ACLs from the CVRB due to illicit discharges from the tank, staff proposed immediate replacement of the tank pending award of funding availability through the ARPA program.

On February 8, 2022, the District and Napa County executed a Memorandum of Understanding (MOU) outlining the terms of the transfer of ARPA funding for the project, and on June 21, 2022, staff publicly advertised an RFQ / RFP engineering services package detailing the scope of work, submittal instructions and deadline for the Sewer Lift Station A Tank Replacement Project. After evaluation of the two proposals received, staff recommended and the Board awarded a contract to GHD, Inc. in the amount of \$190,674 on September 13, 2022.

Construction plans and specifications are now complete and include replacement of the existing steel tank with a new cast-in-place concrete tank of similar capacity. The new tank will be installed in the same location as the existing tank. Additional project components include a new tank foundation, piping reconfiguration to allow better control of waste volumes entering the tank, and other miscellaneous site improvements necessary to install the tank in the same footprint as the existing tank.

The engineer's opinion of probable construction cost is approximately \$1,660,000. The current ARPA funded budget for the project is not sufficient to cover full cost of the expected construction costs, however, the District is a recent sub-recipient of \$1,400,000 from Napa County for water and wastewater improvements, as part of a larger funding award from the Department of Water Resources through the California Budget Act of 2022 (AB 179, Stats. 2022, ch. 249, § 207). It is anticipated that this sub-recipient award will fund the remaining costs of construction beyond the current available ARPA budget.

With the plans and specifications now complete, the District Engineer requests approval to advertise the project for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code.



# 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:** 5/16/2023

**File ID #:** 23-0589

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Annamaria Martinez, Assistant Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for the Tank 3 Replacement and Distribution System Upgrades Project, LB 20-01

### **RECOMMENDATION**

District Engineer requests the approval of Plans and Specifications for the Tank 3 Replacement and Distribution System Upgrades Project, LB 20-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code.

### **EXECUTIVE SUMMARY**

On April 7, 2020, the Governing Board adopted Resolution 2020-04 (LBRID) authorizing the District Engineer to submit a principal forgiveness funding application with the State Water Resources Control Board Division of Financial Assistance and take related action to receive funding for the Tank No 3 Replacement and Distribution System Upgrades Project. District staff submitted the complete funding application in June 2020, and on October 11, 2022 the District was notified of a funding award. The Governing Board authorized the Chair to sign the recipient funding agreement and approved the associated budget transfer necessary to establish appropriations in the Project budget on November 8, 2022, and on December 13, 2023, the Board approved Agreement No 230208B with GHD, Inc. to complete the plans and specifications for the project.

Project Plans and Specifications are now complete; staff recommends Board approval for public bidding. The project is funded by the Drinking Water State Revolving Fund Program (DWSRF) managed by the Division of Financial Assistance (DFA) for the State of California. Advertisement of the project for construction bids will be contingent upon approval of plans and specifications by the Division of Financial Assistance (DFA) and the Division of Drinking Water. Approval is expected in the next two weeks.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Lake Berryessa Resort Improvement District Capital Budget - Fund 5220, Org 5220500, Project 23005
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of plans and specifications and authorization to advertise for sealed bids is necessary prior to the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Remaining budget from Fiscal Year 2022-23 will be carried over to the Fiscal Year 2023-24 budget.
Consequences if not approved:	If not approved the Project will not be published for construction bids and the likelihood of the failure of the aged Tank No. 3 will increase the longer replacement is delayed. The District will also be at risk of not having sufficient fire flow capacity due to limited Tank No. 3 capacity. Seeps are prevalent on the redwood staves and the structure is seismically deficient.
County Strategic Plan pillar addressed:	Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

District property owners voted to approve approximately \$5.3M for the completion of five (5) capital improvement projects through Assessment District 2006-01 (AD2006-01) in February 2007. One of the projects earmarked for AD2006-01 funds was the replacement of the District’s three potable water storage tanks.

Design of the project began in 2011 and was completed in 2012 with an engineer’s estimate exceeding the available budget approved through the AD2006-01 and the project was temporarily shelved as staff investigated supplemental/new funding sources. In 2017, a grant from the Community Development Block Grant (CDBG) program was received for the replacement of the three tanks. CDBG funding totaled \$1.5M, but due to inflationary increases between design completion and receipt of funding, replacement of only two of the tanks, Tank No 1 and Tank No 2, could be funded, leaving replacement of Tank No 3 for a future date when an additional funding source could be secured.

On April 7, 2020, the Governing Board adopted Resolution 2020-04 (LBRID) authorizing the District Engineer to submit a principal forgiveness financial assistance application to the State Water Resources Control Board Division of Financial Assistance (DFA) and take related action to receive state funding for the Tank No 3 Replacement and Distribution System Upgrades Project. District staff submitted the complete funding application by the end of June 2020, and on October 11, 2022, the funding award was issued, requiring

approval of the funding agreement by the District by or before November 11, 2022, and advertisement for construction bids within the first quarter of 2023. On November 8, 2022, the Governing Board authorized the Chair to sign the recipient funding agreement and approved the associated budget transfer necessary to establish appropriations in the Project budget.

At the time of the funding award acceptance, engineered drawings and technical specifications for the project were incomplete. On December 13, 2022, the Board awarded a new contract with the original design firm, GHD, Inc. of Santa Rosa, CA, to compile the Tank No 3 Replacement Project elements from their prior design efforts into a stand-alone bid package.

An updated design package for the project is now complete; the District Engineer requests the approval of the Plans and Specifications for the Tank 3 Replacement and Distribution System Upgrades Project, LB 20-01 and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the District Engineer pursuant to Section 20150.8 of the Public Contract Code. As the Project is funded by the Drinking Water State Resolving Fund Program (DWSRF) managed by the Division of Financial Assistance (DFA) for the State of California - advertisement of the project for construction bids will be contingent upon approval of plans and specifications by DFA and the Division of Drinking Water. Approval is expected in the next two weeks.





# 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:** 5/16/2023

**File ID #:** 23-0596

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Annamaria Martinez, Assistant Engineer  
**SUBJECT:** Amendment No. 3 to Agreement No. 190141B (LBRID) with Specialized Utilities Services Program (SUSP) for O&M Services

### **RECOMMENDATION**

District Engineer requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190141B (LBRID) with Specialized Utility Services Program (SUSP) to extend the term of the contract by one year and increase the total contract amount by \$20,000 for a new maximum of \$347,396 for Fiscal Year 2022-2023.

### **EXECUTIVE SUMMARY**

Board approval of Amendment No.3 to Agreement No. 190141B (LBRID) will increase the SUSP contract amount by \$20,000 to cover unanticipated non-scheduled work for a new maximum of \$347,396 for Fiscal Year 2022-2023, and will allow SUSP to continue operating the District's water and wastewater facilities through June 30, 2023.

The Amendment will also extend the term of the Agreement by one year, to allow District staff more time to prepare a Request for Proposals for the next OM&M services contract while concurrently focusing on major capital projects underway at the District.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Lake Berryessa Resort Improvement District Operations Budget Fund: 5220, Org: 5220000, Object 52490
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Due to additional operator overtime and repair supplies needed in response to the drought, as well as additional oversight needed for unanticipated afterhours call-outs unrelated to the drought, the non-scheduled work allowance for the year has been exhausted, and the remaining contract balance is insufficient to compensate SUSP for the remainder of the Fiscal Year. Additionally, the amendment extends the term of the contract to allow District staff sufficient time to issue a competitive RFP for the same services, while focusing on major capital improvement projects already underway.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Without the approval of the Amendment, LBRID will be unable to pay SUSP for O&M services throughout the term of the contract, and the Agreement would terminate leaving the District without certified operations staff.
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 District is a special district of the State of California organized under the Resort Improvement District Law (Public Resources Code Section 13000 et seq.) for the provision of water and sewer service in an unincorporated portion of the County of Napa, which includes Unit 2 of the Berryessa Estates.

Specialized Utilities Services Program (SUSP) has provided Operation, Management and Maintenance (OM&M) services for the District's water and wastewater facilities since October 2018, after their proposal to provide OM&M services was selected as the most responsive to a published RFP/Q in July 2018. Two Contractors submitted proposals and SUSP were determined to be the more qualified firm, and on October 1, 2018 the Board executed an agreement with SUSP for a base annual amount of approximately \$280,493 to provide the requested OM&M services of the District's water and wastewater facilities, plus an allowance of \$12,000 for non-scheduled work, for a total contract amount of \$292,493. The term of the agreement allows for automatic annual renewal for five years, adjusted each fiscal year then beginning (July 1 through the next June 30) in an amount equal to the change in the San Francisco Bay Area-All Urban Consumers Price Index for the preceding year. The contract amount for Fiscal Year 2022-23, including the non-scheduled work allowance, is \$315,396.

The continuation of the drought through the summer of 2022 severely impacted the District's water supply, requiring extensive operator overtime to secure the District's water supply during the drought, as well as additional oversight needed for unanticipated afterhours call-outs unrelated to the drought between July 2022 and March 2023, the non-scheduled work allowance for the year has been exceeded, and the remaining contract balance is insufficient to compensate SUSP for the remainder of the Fiscal Year.

After reviewing the remaining Agreement balance, District staff prepared Amendment No. 3 to increase compensation for the current fiscal year in order to cover costs associated with operating and maintaining the District's facilities. The Amendment includes funds to cover the non-scheduled work between July 2022 and March 2023 and funds to cover the monthly OM&M charge and projected non-scheduled work for the remaining months in the fiscal year - \$20,000. Total expenditure of the requested Amendment amount is not guaranteed, but will be based on actual work performed for the remainder of the year.

Additionally, the term of the Agreement is scheduled to expire on June 30, 2023, however, due to two major capital project that are underway, and limited staff time available to complete a competitive Request for Proposals (RFP) for operations and maintenance services from qualified vendors, the District would like to extend the term of the existing contract by one year. District staff will issue the RFP document in early 2024 with intent to award a new operations and maintenance contract that commences on July 1, 2024.

Board approval of Amendment No. 3 to Agreement No. 190141B (LBRID) will extend the term of the contract with SUSP by one year and increase the total contract amount by \$20,000 for a new maximum of \$347,396 for Fiscal Year 2022-2023.

SUSP is not a local vendor.

**AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT  
IMPROVEMENT DISTRICT AGREEMENT NO. 190141B (LBRID)**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 TO LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 190141B (LBRID)** is made and entered into effective as of the 16<sup>th</sup> day of May, 2023, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and SPECIALIZED UTILITY SERVICES PROGRAM (SUSP), a California corporation, whose business address is 1234 N. Market Boulevard, Sacramento, CA 95834, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and together as “Parties.”

**RECITALS**

**WHEREAS**, on October 1, 2018, DISTRICT and CONTRACTOR entered into Agreement No. 190141B (Agreement) for operations, management and maintenance (OM&M) services of the DISTRICT’s water and wastewater facilities; and

**WHEREAS**, on May 18, 2021, the Governing Board of the DISTRICT approved Amendment No. 1, increasing the amount of the Agreement by \$40,000 for Fiscal Year 2020-21, to compensate CONTRACTOR for additional non-scheduled oversight of the water and wastewater systems after the 2020 LNU Lightning Complex Wildfires burned around the DISTRICT in August 2020, damaging water and sewer infrastructure managed by the CONTRACTOR; and

**WHEREAS**, on April 19, 2022, the Governing Board of the DISTRICT approved Amendment No. 2, increasing the amount of the Agreement by \$60,000 for Fiscal Year 2021-22, to compensate CONTRACTOR for additional oversight required as part of drought response and recovery, in addition to other overtime support for non-drought related service as allowed under the contract for water and wastewater services; and

**WHEREAS**, due to continued additional oversight needed in response to drought related projects spanning July through October 2022, and multiple distribution system and collection system pipe repairs through March 2023, CONTRACTOR was and is required to increase operational oversight, including procurement of necessary materials and services, to maintain operations of the water and wastewater facilities as required by the Agreement; and

**WHEREAS**, the additional oversight required to maintain operations of the water and wastewater facilities as required by the Agreement will exceed the maximum amount allowed under the Agreement by the end of Fiscal Year 2022-2023; and

**WHEREAS**, the Parties now wish to amend the Agreement to increase the maximum compensation payable under the Agreement for Fiscal Year 2022-2023 by \$20,000 to pay CONTRACTOR for the additional OM&M costs incurred, or to be incurred, through the remainder of the fiscal year; and

**WHEREAS**, the term of the Agreement will expire on June 30, 2023, but the Parties wish to extend the term of the Agreement by one year, to allow DISTRICT staff more time to prepare a Request for Proposals for the next OM&M services contract while concurrently focusing on major capital projects underway at the DISTRICT;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend LBRID Agreement No. 190141B as follows:

### **TERMS**

1. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on October 1, 2018, and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Termination for Convenience) 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 DISTRICT 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).

2. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

- (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein, subject to the provision below regarding annual review for possible adjustment based on and equal to the change in the San Francisco Bay Area-All Urban Consumers Price Index for the preceding year.

- (b) **Expenses.** No travel or other expenses will be reimbursed by DISTRICT, except for non-scheduled work as set forth in Exhibit "B."

- (c) **Maximum Amount.** The maximum payments under this Agreement shall not exceed a monthly maximum base amount of Twenty-Three Thousand Three Hundred Seventy-Four Dollars and Thirty-Eight Cents (\$23,374.38), subject to annual adjustments pursuant to subsection (d) below; provided, however, such amount shall not be construed as a guaranteed sum, and payments shall be based upon services actually rendered and expenses actually incurred. For the remainder of Fiscal Year 2018-2019 starting on October 1, 2018, this equals Two Hundred Ten Thousand Three Hundred Sixty-Nine Dollars and Forty-Two Cents (\$210,369.42), and Two Hundred Eighty Thousand Four Hundred Nine-Two Dollars and Fifty-Six Cents (\$280,492.56) for each subsequent fiscal year as adjusted pursuant to subsection (d). Notwithstanding the foregoing, any non-scheduled work or additional services approved by DISTRICT are not subject to these not-to-exceed amounts, and due to such services provided in Fiscal Years 2020-2021, 2021-2022, and 2022-23 the maximum payment in Fiscal Year 2020-2021 shall not exceed Three Hundred Forty-Five Thousand Nine Hundred Ninety-Four Dollars (\$345,994.00), the maximum payment in Fiscal Year 2021-2022 shall not exceed Three Hundred Seventy-One Thousand Three Hundred Twenty-Five Dollars (\$371,325.00), and the maximum payment in Fiscal Year 2022-2023 shall not exceed Three Hundred Forty-Seven Thousand Three Hundred Ninety-Six Dollars (\$347,396.00).

(d) Annual Adjustment based on Consumer Price Index. On July 1 of each year, beginning on July 1, 2019, the Maximum Amount of compensation described above shall be adjusted for that fiscal year then beginning (July 1 through the next June 30) in an amount equal to the change in the San Francisco Bay Area-All Urban Consumers Price Index for the preceding year, exclusive of the Forty Thousand Dollars (\$40,000) added to the maximum compensation in Fiscal Year 2020-2021 in Amendment No. 1, exclusive of the Sixty Thousand Dollars (\$60,000) added to the maximum compensation in Fiscal Year 2021-2022 in Amendment No. 2, and exclusive of the Twenty Thousand Dollars (\$20,000) added to the maximum compensation in Fiscal Year 2022-2023 in this Amendment No. 3.

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


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

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, this Amendment No. 3 to LBRID Agreement No. 190141B (LBRID) is executed by the Lake Berryessa Resort Improvement District acting by and through the Chair of its Governing Board, and by the Contractor through its duly authorized officers.

**SPECIALIZED UTILITY SERVICES PROGRAM,  
a California Corporation**

By:   
Dan DeMoss, Chief Executive Officer

By:   
Dustin Hardwick, Secretary

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

By: \_\_\_\_\_  
BELIA RAMOS,  
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>April 25, 2023</u> PL Doc. No. 90227</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors / Secretary of the District</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:** 5/16/2023

**File ID #:** 23-0621

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke - District Engineer  
**REPORT BY:** Annamaria Martinez - Assistant Engineer  
**SUBJECT:** Award SCADA contract Approval of a Professional Services Agreement  
230381B with Telstar Instruments for completion of the Water and Wastewater  
Facility SCADA Upgrades Project, LB 22-05

### **RECOMMENDATION**

District Engineer requests approval of and authorization for the Chair to sign Agreement No. 230381B (LBRID) with Telstar Instruments for a maximum of \$284,449 for the term May 16, 2023 until one year after completion of the scope of services for the Water and Wastewater Facility SCADA Upgrades Project, LB 22-05.

### **EXECUTIVE SUMMARY**

The District received \$300,000 of American Rescue Plan Act (ARPA) funds through a February 8, 2022 Memorandum of Understanding with Napa County for the replacement of the District's water and wastewater facility Supervisory Control and Data Acquisition (SCADA) monitoring program. While functional, the existing older generation software does not provide advanced level of automation, remote control, alarm alerts, sufficient network speed, trend charts, and dependability needed by the District in a more stringent regulatory environment.

A Request for Proposal (RFP) solicitation for the services required to upgrade the SCADA system was publicly advertised on February 24, 2023. Two (2) programming and instrumentation consultants submitted proposals by the March 23, 2023 deadline. Telstar Instruments ranked highest amongst the proposals submitted. Staff recommends approval of a Professional Services Agreement effective May 16, 2023 and expiring one year following completing the scope of services.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	Fund 5220, Org 5220500, Project 22016
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The existing older generation software does not provide advanced level of automation, remote control, alarm alerts, sufficient network speed, trend charts, and dependability needed by the District in a more stringent regulatory environment.
Is the general fund affected?	No
Future fiscal impact:	Implementation of the project is expected to span multiple fiscal years.
Consequences if not approved:	Without a replacement system, the District risks regulatory compliance violations in the future.
County Strategic Plan pillar addressed:	Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed activity is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15301, as the repair or maintenance of existing facilities involving negligible or no expansion of existing or former use.

### **BACKGROUND AND DISCUSSION**

The President authorized the American Rescue Plan Act (ARPA) in March 2021 to allocate \$1.9 trillion in stimulus monies across a variety of programs. Of the total, \$350 billion is allocated to state, local, territorial and Tribal governments to enable them to continue to support the public health response and to lay the foundation for a strong and equitable economic recovery. The U.S. Department of the Treasury released Final Interim Rule regulations on May 10, 2021 defining eligible use of ARPA monies that includes investments into water and sewer utility infrastructure. Local Fiscal Recovery (LFR) funds must be obligated by December 31, 2024 with projects completed no later than December 31, 2026. The County of Napa received \$26,755,157 for ARPA appropriations.

Based on the Final Rule guidelines, water and sewer utility projects that would qualify for funding under the Safe Drinking Water and Clean Water Act Programs are deemed as eligible under ARPA. The District has four (4) high priority projects that satisfy ARPA and the Drinking and Clean Water Act funding criteria - one of the projects being the subject of this agenda report - Water and Wastewater Facility SCADA System Upgrades Project.

A Supervisory Control and Data Acquisition (SCADA) system is a computerized system primarily used to monitor and control system assets from a central location. System assets for the District include the water treatment plant, pump stations, potable water tanks, sewer lift station, and sewer tanks. The existing system is over 10 years old and provides limited automation and control of the system assets. Data collected by the system is required to populate regulatory reports, and while District staff and operators are able to query the system for the data, file corruption and system glitches have prevented completion of the required reports in the past. Additionally, the current system is able to shutdown certain plant processes in the event a pre-set alarm is triggered during monitoring, but the system is not able to send the alarm notifications to District staff or operators when offsite. In general, the existing older generation SCADA system currently in use does not provide the advanced level of automation, remote control, alarm alerts, sufficient network speed, trend analysis,

and dependability needed by the District in a more stringent regulatory environment.

Based on the requirement of ARPA program, on February 8, 2022, the District and Napa County executed a Memorandum of Understanding (MOU) outlining the terms of the transfer of ARPA funding for the SCADA project.

On February 24, 2023, staff publicly advertised an RFP detailing the scope of work, submittal instructions and deadline for the Water and Wastewater Facility SCADA System Upgrades Project. Staff led interested parties on a mandatory tour of the District's onsite office in Pope Valley - where the bulk of the SCADA system is housed - and two of the eligible attendees submitted a proposal by the deadline. Both RFP submittals were evaluated and scored by the District Engineer and two Assistant Engineers based on each firm's project experience, demonstrated understanding of LBRID's SCADA requirements, Project Team credentials, fee proposal, and SCADA competence to oversee a successful project. Final deliberations by staff arrived at a decision to recommend that the Governing Board approve and enter into an agreement with Telstar Instruments for \$284,449.

An Agreement was prepared by District personnel and approved as to form by legal counsel for Board signature to initiate the Water and Wastewater Facility SCADA System Upgrades Project.

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT  
AGREEMENT NO. 230381B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of May, 2023, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and TELSTAR INSTRUMENTS, whose business address is 1717 Solano Way #34, Concord, CA 94520, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, the DISTRICT relies on a Supervisory Control and Data Acquisition (SCADA) system to monitor and control the DISTRICT’s water and wastewater systems; and

**WHEREAS**, the DISTRICT’s existing system is unable to provide an advanced level of automation, remote control, alarm notifications, sufficient network speed, trend analysis, and dependability needed by the DISTRICT in an increasingly stringent regulatory environment; and

**WHEREAS**, the DISTRICT received \$300,000 of American Rescue Plan Act (ARPA) funds through a February 8, 2022, Memorandum of Understanding with Napa County for the replacement of the DISTRICT’s water and wastewater facility SCADA system; and

**WHEREAS**, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000 *et seq.*, to perform the Water and Wastewater Facility SCADA Upgrades Project (Project); and

**WHEREAS**, on February 23, 2023, DISTRICT issued a Request for Proposals (RFP) for an engineering consultant to provide such services for the Project; and

**WHEREAS**, DISTRICT staff evaluated and assigned scores to two proposals submittals by engineering firms that culminated in the selection of CONTRACTOR based on their qualifications, expertise, and proposed project approach;

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

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall be effective on the date approved by the Governing Board and shall expire one year after completion of the Scope of Services, 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 DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention), and 24 (Warranty).

2. **Scope of Services.** CONTRACTOR shall perform the Water and Wastewater Facility SCADA Upgrades Project, as further described in Exhibit "A" attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the scope of services, DISTRICT shall pay CONTRACTOR the fixed prices for Tasks 1 through 5, and the cost of the Performance and Payment Bonds, as set forth in Exhibit "A."

(b) Expenses. All expenses are included in the fixed prices.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Two Hundred Eighty-Four Thousand Four Hundred and Forty-Eight Dollars and Forty Cents (\$284,448.40) including all expenses and tax.

4. **Method of Payment.**

(a) Invoices. All payments shall be made only upon presentation by CONTRACTOR to DISTRICT 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. If this Agreement provides for a fixed price, instead of providing hourly information CONTRACTOR shall indicate the percentage of work completed (eg. 35% of Task 1.1) in each invoice, and payment shall be calculated based on the equivalent percentage of the fixed price. CONTRACTOR shall provide backup information reasonably necessary to confirm the percentage of work completed, within one week after the request of the District Engineer. CONTRACTOR shall submit no more than one invoice per month to the District Engineer 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."

(b) Legal status. So that DISTRICT 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 District Engineer 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, DISTRICT 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 DISTRICT may monitor the work performed by CONTRACTOR. DISTRICT 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. **Performance and Payment Bonds.** CONTRACTOR shall furnish and maintain the following performance and payment bonds on forms provided in Exhibit "E" for the duration of this Agreement, in the amount set forth in paragraph 3(c) above.

(a) Performance Bond. A performance bond to guarantee faithful performance of the Agreement and associated work, in conformance with the Scope of Services and project schedule.

(b) Payment Bond. A payment bond to satisfy claims of material suppliers and of mechanics and laborers employed on the Project. The payment bond shall be maintained by the CONTRACTOR in full force and effect until the Project is accepted by the DISTRICT and until all claims for materials and labor are paid, and shall otherwise comply with all applicable laws.

(c) Licensed Surety. All bonds shall be in the form shown in Exhibit "E" and issued by such sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

(d) Bankrupt or Insolvent Surety. If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business in California is terminated, CONTRACTOR shall notify the District Engineer and substitute another bond and surety meeting the requirements of this paragraph within seven (7) Days after learning the surety is bankrupt, insolvent, or lost its right to conduct business in California.

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 DISTRICT with certification of all such coverages upon request by DISTRICT'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 paragraph 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of DISTRICT's Risk Manager, demonstrated by other evidence of coverage acceptable to DISTRICT's Risk Manager, which shall be filed by CONTRACTOR with the DISTRICT 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 DISTRICT number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT 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 paragraph 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 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 DISTRICT, 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 DISTRICT shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT. 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 DISTRICT'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 DISTRICT's Risk Manager. At the option of and upon request by DISTRICT's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, CONTRACTOR shall provide financial assurance to be agreed upon by CONTRACTOR and DISTRICT.

(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 DISTRICT 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 active or sole negligence or willful misconduct of DISTRICT 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 DISTRICT 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 DISTRICT's 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 DISTRICT for cause.

10. **Other Termination.** This Agreement may be terminated by DISTRICT for any reason and at any time by giving prior written notice of such termination to CONTRACTOR 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 DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT 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 DISTRICT for the convenience of DISTRICT.

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 DISTRICT, DISTRICT shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains DISTRICT data on those portions of digital software hosted by CONTRACTOR and not controlled by DISTRICT ("DISTRICT data"), CONTRACTOR shall promptly return DISTRICT data to DISTRICT Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge DISTRICT data from CONTRACTOR's systems upon confirmation from DISTRICT that the copy of the data provided to DISTRICT 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 DISTRICT, the property of and shall be promptly returned to DISTRICT, 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 DISTRICT 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 DISTRICT 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 DISTRICT is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to DISTRICT 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 DISTRICT 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 DISTRICT.

(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 DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and DISTRICT may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to DISTRICT 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.

DISTRICT

Lake Berryessa Resort Improvement District  
Christopher M. Silke, P.E.  
District Engineer  
1195 Third Street, Suite 101  
Napa, CA 94559

CONTRACTOR

Telstar Instruments  
Bob Marston  
President  
1717 Solano Way #34  
Concord, CA 94520

14. **Compliance with DISTRICT 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 DISTRICT 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," which is found in the Napa County Policy Manual Part I, Section 37K.

(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 DISTRICT computer network shall sign and have on file with DISTRICT'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 found in the Napa County Policy Manual Part I, Section 37U.

**15. Prevailing Wage Requirements.** The scope of services includes "public works" as defined in the California Labor Code. CONTRACTOR shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit "B." Federal labor standards also apply to the scope of services, as set forth in Exhibit "D." In instances where federal (Davis-Bacon) prevailing wages apply to the trade or work, CONTRACTOR shall pay the higher of the two wages.

**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 DISTRICT, 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 DISTRICT to withhold its consent to assignment. For purposes of this subparagraph, the consent of DISTRICT may be given by the District Engineer.

(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 DISTRICT by the State of California pursuant to agreement between DISTRICT 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 DISTRICT 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.

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 DISTRICT 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 DISTRICT is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** DISTRICT, 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT relating to this Agreement.

CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.

(b) **Statements of Economic Interest.** CONTRACTOR acknowledges and understands that DISTRICT 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 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 District Engineer is confirming the Scope of Services does not trigger a requirement for CONTRACTOR to file a statement of economic interests.

24. **Warranty.** CONTRACTOR shall perform the services consistent with the level of care, diligence, and skill ordinarily exercised by professionals performing the same or similar services in California. CONTRACTOR further warrants to DISTRICT that any construction or installation work, including all materials and equipment furnished as part of such work, shall be new, of good quality, in conformance with the Scope of Services and free of defects in materials and workmanship. CONTRACTOR shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by DISTRICT within one year after the date the Project is complete.

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.

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.

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.

28. **ARPA Conditions.** This Agreement is funded in whole or in part with federal Coronavirus State and Local Fiscal Recovery Funds received by the DISTRICT through the American Rescue Plan Act (ARPA). CONTRACTOR shall comply with the special terms and conditions set forth in Exhibit “D,” attached hereto and hereby incorporated by reference. CONTRACTOR shall further require any subcontractors it hires to work on the Project to comply with the special terms and conditions set forth in Exhibit “D,” as applicable.

29. **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.

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

**IN WITNESS WHEREOF**, this Agreement is executed by the Lake Berryessa Resort Improvement District, acting by and through the Chair of the Governing Board, and by the Contractor through its duly authorized officers.

TELSTAR INSTRUMENT, a California Corporation

By   
Robert S. Marston, President

By   
John D. Gardiner, Vice President

LAKE BERRYESSA RESORT IMPROVEMENT  
DISTRICT, a Special District of the State of California

By \_\_\_\_\_  
Belia Ramos, Chair of the Governing  
Board of Lake Berryessa Resort Improvement District

<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>May 9, 2023</u></p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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## EXHIBIT “A”

### SCOPE OF WORK AND COMPENSATION

#### I. SCOPE OF SERVICES

CONTRACTOR shall provide all professional services, labor, material, equipment, and software necessary to replace the DISTRICT’s water and wastewater Supervisory Control and Data Acquisition (SCADA) system, as described in DISTRICT’s Request of Proposals (RFP) dated February 14, 2023. The Project shall be performed in accordance with CONTRACTOR’s Proposal dated March 23, 2023. In the event of a conflict between the RFP and CONTRACTOR’s Proposal, the terms of the RFP shall control. Optional Task 6 in CONTRACTOR’s Proposal is not included in the scope of services, but may be the subject of another contract between the parties at a later date.

The RFP and CONTRACTOR’s Proposal are hereby incorporated by reference as if fully set forth herein.

The schedule for performing the scope of services shall be in accordance with the schedule set forth in CONTRACTOR’s Proposal, commencing on the date DISTRICT issues CONTRACTOR a notice to proceed with the work.

#### II. COMPENSATION

CONTRACTOR shall be compensated on fixed price basis, in accordance with the Pricing Information set forth on page 9 of CONTRACTOR’s Proposal for the SCADA system replacement dated March 23, 2023, and duplicated below, in a total amount not to exceed Two Hundred Eighty-Four Thousand Four Hundred and Forty-Eight Dollars and Forty Cents (\$284,448.40). This amount consists of \$281,105.00 for Tasks 1-5 and \$3,343.40 for the Performance and Payment Bonds.

Task	Cost
Task 1.1: Procurement of SCADA Hardware	\$53,557.00
Task 1.2: Procurement of SCADA Software	\$51,068.00
Task 2: Installation	\$23,473.00
Task 3: Integration	\$82,589.00
Task 4: Training and Testing	\$46,945.00
Task 5: Warranty	\$23,473.00
Total Budget Estimate Task 1-5	\$281,105.00

**III. 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 DISTRICT 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"

### CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

**3. Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

**3.1.** If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**3.2.** The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

**4. Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

**5. Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

**8. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**9. Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

**9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

**9.2.** By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

**9.3.** The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

**9.4.** This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**10. Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

**EXHIBIT "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 <sup>rd</sup> 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 <sup>rd</sup> Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 <sup>nd</sup> Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup>	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					



**EXHIBIT “D”**  
**American Rescue Plan Act (ARPA)/ CSLFRF**  
**TERMS AND CONDITIONS**

**1. DEFINITIONS**

- 1.1. Government** means the United States of America and any executive department or agency thereof.
- 1.2. Treasury** means the Department of the Treasury of the United States of America.
- 1.3. ARPA** means the American Rescue Plan Act (Pub. L. No. 117-2 (Mar. 11, 2021)) (codified at Section 601 et seq. of Title VI of the Social Security Act) and related funding and financial assistance programs, including the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF), collectively referred to as the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) and federal Assistance Listing CFDA 21.027.
- 1.4. Third Party Subcontractor** means a subcontractor at any tier entered into by CONTRACTOR or any subconsultant or subcontractor, financed in whole or in part with federal assistance, including ARPA funds under the Agreement.
- 1.5.** For purposes of this Exhibit, CONTRACTOR shall also mean the CONTRACTOR, Subcontractor, Consultant, or other party to the subject Agreement with the DISTRICT, and may be referred to as such.
- 1.6. Agreement** means that certain Agreement between the Lake Berryessa Resort Improvement District (“DISTRICT”) and CONTRACTOR, and to which this Exhibit is made a part.

As a condition of the Agreement and of the ARPA funding under this Agreement, CONTRACTOR shall comply as follows:

**2. GENERAL REQUIREMENTS**

- 2.1.** CONTRACTOR shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, Treasury policies, procedures, and directives, and program or grant conditions (as may be amended or promulgated from time to time), including but not limited to those requirements of 2 C.F.R.<sup>1</sup> Part 200, and its Subparts B-General Provisions, C-Pre-Federal Award Requirements and Contents of Federal Awards, D-Post Federal Award Requirements, E-Cost Principles, and F-Audit Requirements; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712);

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<sup>1</sup> Code of Federal Regulations (“CFR”).

the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Treasury-mandated federal regulations, including 31 CFR Part 35.

- 2.2. Whether or not expressly set forth herein, all contractual provisions and grant conditions or assurances required by Treasury (including as may be amended or promulgated from time to time) are hereby incorporated by reference. This Agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions or grant conditions as may be required by ARPA and/or Treasury. In the event of any conflict between any provision of this Agreement, this Exhibit, or any federal or Treasury term, condition, or requirement, the stricter standard shall apply. CONTRACTOR shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to DISTRICT for guidance. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause DISTRICT to be in violation of any federal, ARPA, or Treasury term, condition, or requirement.
- 2.3. The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.
- 2.4. CONTRACTOR shall attach and apply all terms and conditions stated herein to all Third Party Subcontractors and shall require that all subcontractors of all tiers comply with and attach and apply these terms and conditions as to their subcontracts at all levels. The provisions shall not be modified, except to identify the subcontractor who will be subject thereto.

### **3. FURTHER ARPA REQUIREMENTS**

- 3.1. CONTRACTOR acknowledges that all or part of this Agreement will be funded with ARPA financial assistance.
- 3.2. CONTRACTOR shall comply with, and shall not cause the DISTRICT be out of compliance with, the requirements of ARPA, the regulations adopted pursuant thereto, all interpretive guidance issued by Treasury, and DISTRICT's grant assurances related to ARPA funding. CONTRACTOR shall also comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for such compliance by other parties in any agreements it enters into with other parties relating to or involving funding under this Agreement.
- 3.3. Funds, payments, expenses, and procurements under this Agreement shall only be used for eligible ARPA uses and activities in accordance with ARPA and Treasury's implementing regulations (31 CFR Part 35) and related interpretive guidance (including the ARPA Interim Final Rule and Final Rule as applicable), and all other applicable laws and regulations governing the use of ARPA funds. CONTRACTOR shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under ARPA funding. CONTRACTOR shall return to DISTRICT any funds disallowed within ninety days of notification from DISTRICT to return such funds.
- 3.4. Any costs, payments, or expenses allowable under the Agreement must be incurred by December 31, 2024. Any funds not timely used must be returned to DISTRICT.
- 3.5. In the event of any violation of any ARPA requirement, any audit exception or disallowance, or of any term or condition of the Agreement, then payments or subawards made under this Agreement shall be subject to recoupment.

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<sup>2</sup> United States Code ("USC").

- 3.6.** Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 3.7.** Uniform Administrative, Cost Principles, And Audit Requirements (2 CFR Part 200). CONTRACTOR shall comply with all applicable provisions of the federal Uniform Guidance, 2 CFR Part 200, including applicable Administrative Requirements, Cost Principles, and Audit requirements. Without limitation, all use of funds and procurement of all services (including consultants), supplies, property, or equipment, shall be performed in conformance with 2 CFR 200.318-327 as well as in conformance with all other administrative, costs, and audit requirements under federal laws and regulations. These requirements generally require open and competitive process, with limited exceptions. CONTRACTOR shall maintain records sufficient to detail the history of procurement and provide such records upon request. These records shall include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, Subcontractor selection or rejection, and the basis for the contract price.
- 3.8.** Allowable costs and allocations shall be only those permitted under the Agreement and as permitted by federal law and regulation, including pursuant to 2 CFR Subpart E. CONTRACTOR must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other federal, state or local government source.
- 3.9.** Real property, equipment, and intangible property acquired or improved with funds under this Agreement must be held in trust for the beneficiaries of the project or program under which the property was acquired or improved. Liens or other appropriate notices of record may be required to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
- 3.10.** If applicable, CONTRACTOR shall comply with all program income requirements and restrictions in conformance with 2 CFR 200.307. Any revenue generated by CONTRACTOR from Agreement-supported activities or funds shall be reported to DISTRICT, including for direction as to disposition.
- 3.11.** Government expressly disclaims any and all responsibility or liability to CONTRACTOR or any third persons for the actions of DISTRICT, CONTRACTOR, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the funding or performance of this Agreement, or any other losses resulting in any way from the performance of any contract or subcontract related to this Agreement. CONTRACTOR acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations to or liabilities of the DISTRICT, CONTRACTOR, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.
- 3.12.** Conflict of Interest. By executing the Agreement, CONTRACTOR certifies that is does not know of any fact which constitutes a violation of any conflict of interest law, including under Title 9, Chapter 7 (section 87100 et seq.) or Title 1, Division 4, Chapter 1, Article 4 (Section 1090 et seq.) of the California Government Code. CONTRACTOR shall disclose to DISTRICT in writing any potential or actual conflict of interest affecting this Agreement or the funding thereof, in accordance with 2 CFR Part 200 (including 2 CFR 200.112 and 2 CFR 200.318(c)). CONTRACTOR shall provide all

additional information necessary for DISTRICT to fully assess and address such actual or potential conflict of interest. Prohibited conflicts include as to economic and/or personal interests.

### **3.13. NONDISCRIMINATION**

**3.13.1. CONTRACTOR** (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations in its employment practices, delivery of services, and performance under this Agreement, and shall not unlawfully discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, gender, gender identity, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital or familial status, denial of family care leave, or on any other basis prohibited by law, including without limitation by Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR Part 22 (prohibiting discrimination on the basis of race, color, or national origin); the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (prohibiting discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability); Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and Treasury's implementing regulations at 31 CFR Part 17 (prohibiting discrimination on the basis of disability); the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23 (prohibiting discrimination on the basis of age); Title II of the Americans with Disabilities Act of 1990, as amended (42 USC 12101 et seq.) (prohibiting discrimination in programs, activities, and services on the basis of disability); and the DISTRICT's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

**3.13.2. CONTRACTOR** (and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees) shall ensure that evaluation and treatment of employees and applicants for employment are free from unlawful discrimination and harassment.

**3.13.3. CONTRACTOR**, and all sub-grantees, contractors, subcontractors, successors, transferees, and assignees, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC 200d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or Agreement.

**3.14. CONTRACTOR** acknowledges, agrees, and shall comply with the following:

**3.14.1.** Compliance with Title VI of the Civil Rights Act of 1964, as amended (42 USC 200d et seq.), and as implemented by the Department of the Treasury's Title VI

regulations, 31 CFR Part 22, and all other pertinent executive orders, directives, circulars, policies, memoranda, and guidances.

- 3.14.2.** Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” seeks to improve access to federally-assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Denying a person access to programs, services, and activities because of LEP is a form of prohibited national origin discrimination. CONTRACTOR shall initiate reasonable steps, and comply with Treasury directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services including oral and written translation when necessary. Reasonable steps for meaningful LEP access is available at 70 CFR 6067 and <http://www.lep.gov>.
- 3.14.3.** To consider the need for language services for LEP persons when developing and conducting programs, services, and activities.
- 3.14.4.** If any real property, structure, or personal property is acquired, provided, or improved with regard to this Agreement, the provisions herein shall apply for the duration during which the property is owned or possessed by CONTRACTOR or used for a purpose for which ARPA funds have been provided or for any other purpose involving the provision of similar services or benefits.
- 3.14.5.** To maintain a complaint log and inform DISTRICT of any complaint of prohibited discrimination, and of any administrative agency or court’s findings of non-compliance with Title VI, including any related information pertaining thereto as requested by DISTRICT.
- 3.14.6.** To cooperate in any enforcement or compliance review by Treasury as to any condition herein, including cooperation with information requests, on-site compliance reviews, and reporting requirements.

Compliance with the foregoing constitutes a condition of performance and of continued funding, and is binding on CONTRACTOR’s successors, transferees, and assignees as may be applicable.

- 3.15. Publications.** Any publications (press releases, social media posts, flyers, project signage) produced under this Agreement must display the following: “This project [is being][was] supported, in whole or in part, by federal award number [as indicated by County] awarded to Napa County by the U.S. Department of the Treasury.”
- 3.16. Whistleblower Protections.** CONTRACTOR shall comply with 41 U.S.C 4712 and not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities described in 41 U.S.C 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federally-funded contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. CONTRACTOR shall inform all its employees in writing, in the predominant native language of the workforce, of the rights and remedies provided under the federal Whistleblower Protection Act, including 41 USC 4712.



- 3.17. Increasing Seat Belt Use in the United States. CONTRACTOR is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 3.18. Reducing Text Messaging While Driving. CONTRACTOR is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
4. **SUBCONTRACTOR TERMS** (All subawards, funding transfers, and subcontractor agreements, in accordance with 2 CFR 200.331 and as may otherwise be designated in the Agreement)
- 4.1. All or part of the funding of this Agreement will be with Federal awards. CONTRACTOR is designated as a Subcontractor and the federal funds received under this Agreement are designated as a subaward of CSLFRF funds. Funds under this Agreement must be used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award, including all compliance and reporting requirements for ARPA funds. All terms of this Agreement shall remain in effect during all times that Subcontractor possesses or has control over ARPA funds, including any program income therefrom.
- 4.2. CONTRACTOR warrants and represents that it has, and shall maintain, the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of the subject project, program, and/or Agreement scope.
- 4.3. CONTRACTOR shall comply with, and administer all activity in conformance with, 2 CFR Part 200.300, et seq., and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. CONTRACTOR shall maintain a financial management system which ensures control and documentation over the use and distribution of funds hereunder in accordance with the terms and conditions of this Agreement and with generally-accepted accounting principles.
- 4.4. CONTRACTOR shall maintain procedures for obtaining and recording information evidencing eligibility for any receipt or distribution of funds, including by any given beneficiary or lower-tier subcontractor or CONTRACTOR.
- 4.5. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.318(c) and that such conflict of interest policy is applicable to each activity using funds under this Agreement.
- 4.6. CONTRACTOR agrees to comply with and support all applicable ARPA reporting requirements and all reporting requirements otherwise stated in the Agreement. CONTRACTOR shall maintain compliance with all other federal reporting requirements, including those pertaining to subaward and executive compensation Information (2 CFR Part 170), and shall maintain processes and systems for proper and timely reporting as required under 2 CFR Part 170 Appendix A (unless exempt).
- 4.7. CONTRACTOR shall comply with and be responsible for all audit requirements required under federal law (including under 2 CFR Part 200) and as deemed necessary by authorized governmental entities, including Treasury. Pre-, interim, and post-award audits and other measures may be required, as determined by DISTRICT. All subcontractors (other than for-profit entities) who receive federal funding which taken

together total over \$750,000 in a single fiscal year are subject to single auditing and other requirements under 2 CFR Part 200, Subpart F. Said subcontractors must have a single or program-specific audit conducted for that fiscal year, as required by and in accordance with the provisions of 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the DISTRICT as soon as it is complete.

- 4.8. All expenditures of funds under this Agreement shall be reported to DISTRICT, as directed and in form indicated by DISTRICT, including as required by all applicable ARPA requirements.
- 4.9. CONTRACTOR shall permit DISTRICT, and all designated auditors, access to all records and financial statements as necessary for DISTRICT to ensure compliance with this Agreement and all federal laws, regulations, and ARPA requirements.
- 4.10. **Mandatory Disclosures.** CONTRACTOR must disclose, in a timely manner, in writing to DISTRICT all violations of Federal criminal law involving fraud, bribery, or gratuity violations. CONTRACTOR shall report civil, criminal, and administrative proceedings to SAM, as required by 2 CFP Part 180.
- 4.11. CONTRACTOR shall maintain compliance with the System for Award Management (SAM) and Universal Entity Identifier requirements, pursuant to 2 CFR Part 25, including obtaining a unique entity identifier and completing SAM registration prior to receiving the Federal award unless exempt under 2 CFR 25.110. No entity, including subcontractors, may receive any federal funds through this Agreement unless the entity has provided its Unique Entity Identifier to DISTRICT. Subcontractors are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.
- 4.12. CONTRACTOR shall comply with the Privacy Act of 1974 and 2 CFR 200.335 in the collection, maintenance, use and dissemination of any personally identifiable information such as social security numbers, financial and medical information. CONTRACTOR will limit the collection, use and access of information about individuals to that which is relevant and necessary to accomplish its purpose, and such data shall be maintained with appropriate administrative, technical and physical safeguards to protect the information.
- 4.13. Upon the earlier of either the expiration (or termination of this Agreement) or the completion of the project and/or program funded under this Agreement, CONTRACTOR shall closeout its use of the funds and its obligations under this Agreement by complying with all closeout requirements under 2 CFR § 200.344. CONTRACTOR shall complete, to DISTRICT's satisfaction, all final closeout requirements when and as requested by DISTRICT. Closeout activities shall include, but are not limited to: close-out certifications, submission of final reports, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable), and determining the custodianship of records.
- 4.14. **Compliance:** CONTRACTOR shall take timely and appropriate action on all deficiencies pertaining to the Agreement and use of DISTRICT -provided funds, as detected through audits, on-site reviews, or as indicated by DISTRICT . CONTRACTOR shall provide written confirmation upon request, highlighting the status of actions planned or taken to address any audit findings or other compliance matters as to the Agreement.



4.15. Pursuant to the Trafficking Victims Protection Act of 2000 (TVPA), as amended, CONTRACTOR and their employees (and subcontractors and their employees) may not:

4.15.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

4.15.2. Procure a commercial sex act during the period of time that the award is in effect; or

4.15.3. Use forced labor in the performance of the award or subawards under the award.

4.16. **Remedies for Noncompliance.** In addition to any other right or remedy arising under the Agreement or in law or equity, DISTRICT may impose additional special conditions or take additional measures if CONTRACTOR fails to comply with any federal law, regulation, or the terms and conditions of this Agreement, fails to meet expected performance goals, or when such measures are otherwise required to comply with federal law and grant funding. Conditions and measures may include:

4.16.1. Withholding cash payments pending correction of the deficiency;

4.16.2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

4.16.3. Disallowing all or part of the cost of the activity or action not in compliance;

4.16.4. Requiring additional or more frequent project status reporting;

4.16.5. Requiring additional, more detailed financial reports;

4.16.6. Requiring additional project monitoring;

4.16.7. Requiring CONTRACTOR to obtain technical or management assistance;

4.16.8. Establishing additional prior approvals; and

4.16.9. Wholly or partly suspending or terminating the award.

## 5. RECORDS

5.1. CONTRACTOR shall keep and maintain full, complete, and accurate program, client, statistical, financial, and other supporting records pertaining to all services and payments, expenditures or distributions, and/or assistance under this Agreement, as required by applicable laws and regulations and consistent with sound, best, and generally-accepted accounting and grant management principles and practices. CONTRACTOR shall provide DISTRICT, Treasury's Office of Inspector General, the Comptroller General of the United States, and the Government Accountability Office, and any of their authorized representatives, access to and the right to examine and copy, all such books, documents, papers, records, accounts, and other documents and sources of information (electronic and otherwise), and shall permit access to facilities, personnel, and other individuals and information as may be necessary or as required by federal regulations and other applicable laws or program guidance, for the purposes of making audits, examinations, investigations, excerpts, and transcriptions pertinent to this Agreement and as may be needed for DISTRICT to meet its ARPA and federal requirements. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to provide access to construction or other work sites relating to any Agreement work.

5.2. CONTRACTOR agrees to maintain all records that are pertinent to this Agreement, including financial, statistical, property, and participant books, records, accounts, reports,

and supporting documentation, for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and closeouts (including return of any remaining funding) are completed, except that in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, CONTRACTOR shall maintain same until the DISTRICT, Treasury, or the Comptroller General (or any of their authorized representatives), have disposed of all such litigation, appeals, claims, or exceptions related thereto. CONTRACTOR shall grant DISTRICT the option of retention of the records, books, papers, and documents in unalterable, electronic form if CONTRACTOR elects to dispose of said documents following the mandatory retention period.

## **6. DEBARMENT AND SUSPENSION**

- 6.1.** This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000, and is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935). Covered transactions shall not be entered into with excluded or disqualified persons or with parties listed on the Government's Excluded Parties List System in the System for Award Management (SAM).
- 6.2.** CONTRACTOR must comply with 2 CFR Part 180, subpart C, 2 CFR Part 3000, subpart C, and Treasury's implementing regulation at 31 CFR Part 19, and shall include 1. a term or condition that the funding is subject to, and 2. a requirement to comply with these regulations, in any lower tier covered transaction it enters into.
- 6.3.** CONTRACTOR represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. CONTRACTOR agrees that neither CONTRACTOR nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180. Unless exempt, CONTRACTOR must maintain current information in the SAM, consistent with 2 CFR Part 25.
- 6.4.** This certification is a material representation of fact relied upon by DISTRICT. If it is later determined that CONTRACTOR did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to DISTRICT, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6.5.** The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6.6.** CONTRACTOR agrees to the provisions of Exhibit D-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit D-1, CONTRACTOR is the “prospective lower tier participant.”

**7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** (all construction contracts meeting the definition of “federally assisted construction contract” under 41 CFR 60-1.3)

CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60-1.4 is hereby incorporated by reference.

During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 7.1.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 7.2.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 7.3.** The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- 7.4.** The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 7.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7.6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7.7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other Contract Provisions Guide 12 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.8. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph 7.1 and the provisions of paragraphs 7.1 through 7.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.*

## **8. FEDERAL LABOR STANDARDS**

**CONTRACT WORK HOURS AND SAFETY STANDARDS** (all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

CONTRACTOR and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708 (including sections 3702 and 3704), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. CONTRACTOR and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and

regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No CONTRACTOR or subcontractors contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The CONTRACTOR (and all subcontractors) shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**DAVIS-BACON ACT (29 CFR 5.5(a))**

(1) *Minimum wages.*



(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: **Provided**, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, **Provided**, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) **Withholding.** DISTRICT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay



laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the DISTRICT may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) *Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security

number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to Treasury, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription

by authorized representatives of the DISTRICT or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) *Apprentices and trainees* -**

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize

apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) ***Compliance with Copeland Act requirements.*** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The CONTRACTOR and all subcontractors shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the DISTRICT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment.*** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

(8) ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

To the extent work under this Agreement is not covered by any of the other statutes listed in 29 CFR 5.1, further compliance with the Contract Work Hours and Safety Standards Act shall be required as follows:

- (1) The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Government, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

## **9. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

**9.1.** CONTRACTOR agrees that DISTRICT and Government do reserve, are granted, and shall otherwise have, jointly and severally, a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

**9.1.1.** The copyright in any work developed with the assistance of funds provided under this Agreement;

**9.1.2.** Any rights of copyright to which CONTRACTOR purchases ownership with the assistance of funds provided under this Agreement.

**9.2.** CONTRACTOR grants to DISTRICT and Government, jointly and severally, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the DISTRICT or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the CONTRACTOR will deliver to DISTRICT data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement, in formats acceptable by DISTRICT.

## **10. RIGHTS TO INVENTIONS** (contracts meeting the definition of “funding agreements” (see 37 CFR Part 401) for experimental, research, or development projects)

\*NOT APPLICABLE\*

## **11. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess of \$150,000)

### **11.1. Clean Air Act**

**11.1.1.** CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).

**11.1.2.** CONTRACTOR agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.

**11.1.3.** CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

### **11.2. Federal Water Pollution Control Act**



- 11.2.1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 11.2.2. CONTRACTOR agrees to report each violation to DISTRICT and understands and agrees that DISTRICT will, in turn, report each violation as required to assure notification to the State of California (if applicable), Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 11.2.3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds under this Agreement.

**12. LOBBYING (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended))** (all contracts and subcontracts in excess of \$100,000)

- 12.1. CONTRACTOR, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the federal awarding agency.
- 12.2. CONTRACTOR shall file the required certification, Exhibit D-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000.

**13. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)**

If subcontracts are to be let, CONTRACTOR, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**14. PROCUREMENT OF RECOVERED MATERIALS**

- 14.1. CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 14.2. In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—



- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

### *(a) Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds under this Agreement to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### *(c) Exceptions.*

(1) This clause does not prohibit CONTRACTORS from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system; and
    - ii. Are not used as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) *Reporting requirement.*
  - (1) In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the Contractor or subContractor, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:
    - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) *Subcontracts.* CONTRACTOR shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## 16. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

## **18. BONDS** (all construction or facility improvement contracts, or any subcontracts thereof, exceeding \$250,000)

Unless otherwise excepted in writing by DISTRICT, CONTRACTOR shall obtain and maintain bonds as follows:

- 18.1.** A performance bond for 100 percent of the Agreement price, and
- 18.2.** A payment bond for 100 percent of the Agreement price.

## **Exhibit D-1**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or CONTRACTOR receiving Federal funds, as well as any subcontractors that the agency or CONTRACTOR enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, and 31 CFR Part 19 and 2 CFR part 180, DISTRICT may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. CONTRACTOR is required to sign the certification below which specifies that neither CONTRACTOR nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that CONTRACTOR will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any CONTRACTOR that is debarred, suspended, or ineligible under 31 CFR Part 19.

#### **Instruction for Certification**

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it

determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions***

1. CONTRACTOR certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph (b) of this certification, and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

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Organization Name

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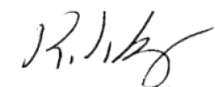
Registration (Contract) No.

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Name of Authorized Signatory (Typed)

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Title



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Signature

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Date

**Exhibit D-2**  
**APPENDIX A, 31 CFR PART 21 –CERTIFICATION REGARDING LOBBYING**  
*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subContractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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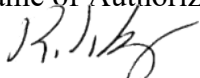
Organization Name

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Name of Authorized Signatory (Typed)

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Title



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Signature

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Date

**EXHIBIT “E”**  
**PERFORMANCE AND PAYMENT BONDS**



**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT  
PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT WE,** \_\_\_\_\_, whose address is \_\_\_\_\_ as Principal, and, \_\_\_\_\_, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto Lake Berryessa Resort Improvement District, a special district in the State of California, as Obligee, in the full and just sum of **Two Hundred Eighty-Three Thousand Eight Hundred and Ninety-Nine Dollars (\$283,899.00)** lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

**THE CONDITION** of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following work, to-wit: **LBRID Water and Wastewater Facility SCADA Upgrades Project** as is more specifically set forth in said contract, to which contract reference is hereby made.

**NOW, THEREFORE,** if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and effect.

**THE SURETY** does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between the Lake Berryessa Resort Improvement District as Obligee and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

**SEALED** with our seals and dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

Principal (Contractor): \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Attorney in Fact

**Signatures for Principal and Surety must be acknowledged before Notary Public**

<b>APPROVED AS TO FORM</b> Office of DISTRICT Counsel
By: _____
Date: _____

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT  
LABOR AND MATERIAL BOND**

**KNOW ALL PERSONS BY THESE PRESENTS THAT WE,** \_\_\_\_\_, whose address is \_\_\_\_\_ as Principal, and, \_\_\_\_\_, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of **Two Hundred Eighty-Three Thousand Eight Hundred and Ninety-Nine Dollars (\$283,899.00)** for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION** of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with the Lake Berryessa Resort Improvement District, a special district in the State of California, to do and perform the following work, to-wit: **LBRID Water and Wastewater Facility SCADA Upgrades Project.**

**NOW THEREFORE,** if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

**THE SURETY** does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between the Lake Berryessa Resort Improvement District and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

**THIS BOND** is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

**SEALED** with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Principal (Contractor): \_\_\_\_\_ Surety: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_, Attorney in Fact

**Signatures for Principal and Surety must be acknowledged before Notary Public**

<b>APPROVED AS TO FORM</b> Office of DISTRICT Counsel
By: _____
Date: _____



# 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:** 5/16/2023

**File ID #:** 23-0747

**TO:** Board of Directors  
**FROM:** Steven E. Lederer, Director of Public Works  
**REPORT BY:** Michael Karath, Staff Services Analyst II  
**SUBJECT:** Contract Amendment No. 1 - Landscape and Irrigation Services

### **RECOMMENDATION**

Director of Public Works/District Manager requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230118B (MPCD) with Prestige Lawn Care Maintenance to increase the contract's maximum amount for Fiscal Year 2022-23 to \$55,000 from \$35,000 for landscape and irrigation services.

### **EXECUTIVE SUMMARY**

On February 28, 2023, the Napa County Board of Supervisors approved a \$20,000 budget transfer from use of available fund balance to 1) blade entire cemetery grounds, \$9,000; 2) refurbish plaque entrance area, \$5,000; 3) repair erosion at Spanish Flat Water District water connection and utility boxes at cemetery's southeastern corner, \$2,000; and 4) provide funds for unanticipated costs, \$4,000. To execute this work, staff requests Board approval to amend the Prestige Lawn Care Maintenance contract to increase the maximum amount for Fiscal Year 2022-23 to \$55,000, from \$35,000, allowing the company to proceed with the upgrades and repairs. The maximum amount for subsequent renewal years will revert to \$35,000.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Landscape Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The MPCD needs the contract amendment to complete upgrades and repairs to the cemetery and continue monthly landscape service payments.
Is the general fund affected?	No

Future fiscal impact:	The available fund balance will be reduced, but all major upgrades and repairs the cemetery has long needed will be completed.
Consequences if not approved:	The long-needed upgrades and repairs will not be made. Prices and cost of projects, along with further erosion of present state of the cemetery, will outpace the assessment revenue the cemetery receives, making the projects less feasible in the future.
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**

Monticello Public Cemetery is located at the bottom of a large hill on a fairly steep slope. The southern fence line runs adjacent to Spanish Flat Loop Road. The cemetery then slopes upward to the northern fence line. The slope has been a lingering problem for the cemetery since it was relocated in 1956 from its original site in the town of Monticello that was flooded to create Lake Berryessa. In years of heavy rains, the water runs down the hill at a high velocity, washing down over the cemetery. On either side of the hill are two swales that channel water at an even higher volume and velocity and run down the sides of the cemetery. This created a problem with the storm water pushing the cemetery's grass and topsoil from the top of the slope to the bottom, leaving weeds, Bermuda grass, and bare spots dotted by grass-like clumps. The resulting surface became hazardous for seniors and other visitors attending burial services or visiting the graves of loved ones. The MPCD Advisory Committee unanimously supports refurbishing the cemetery and making it user friendly for visitors.

In December 2022, the slope project was completed and has performed well through the winter rains. Napa Resource Conservation District erosion control specialists helped design the project. The next step is blading and re-seeding of the cemetery lawn, which is one of the projects necessitating amending the landscape contract. One of the projects listed in this Board letter is the rehabilitation of the Monticello Public Cemetery's "plaque area" that greets visitors at the cemetery's entrance. It features a stone wall with an official bronze plaque. The plaque and surrounding area had been obscured for years by overgrown and dying vegetation. It was not accessible to the public. This project was completed in April 2023. Before and after pictures of the project are attached to this Board letter.

All work mentioned in the Executive Summary above is scheduled to be completed before the end of the fiscal year on June 30, 2023.

**AMENDMENT NO. 1 TO  
MONTICELLO PUBLIC CEMETERY DISTRICT  
AGREEMENT NO. 230118B (MPCD)**

**THIS AMENDMENT NO. 1 OF MONTICELLO PUBLIC CEMETERY DISTRICT AGREEMENT NO. 230118B (“Agreement”)** is made and entered into as of this 16th day of May 2023 by and between MONTICELLO PUBLIC CEMETERY DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as “DISTRICT”, and PRESTIGE LAWN CARE MAINTENANCE, whose mailing address is 119 Parkview Lane, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, on August 5, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

**WHEREAS**, the Agreement provides that the CONTRACTOR may perform non-routine maintenance work with approval by the DISTRICT; and

**WHEREAS**, the DISTRICT identified the need to blade the entire cemetery grounds, refurbish the plaque entrance area, repair erosion at the Spanish Flat Water District water connection and utility boxes at the cemetery’s southeast corner, and secure funding for other, unanticipated costs; and

**WHEREAS**, DISTRICT and CONTRACTOR now wish to amend the Agreement to increase the maximum payment amounts allowable under the Agreement to fund the aforementioned non-routine landscaping and erosion control projects approved by the DISTRICT.

**TERMS**

**NOW, THEREFORE**, DISTRICT and CONTRACTOR amend Monticello Public Cemetery District Agreement No. 230118B (the “Agreement”) as follows:

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work pursuant to Exhibit “A,” DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit “B” for routine monthly contract service work and any non-routine work (outside of the monthly contract service) to be performed. Labor rates for services performed outside normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.
    - (b) Expenses. Cost of parts and similar expenses necessary to fulfill the Scope of Services set forth in Exhibit “A” and Exhibit “B” will be reimbursed by DISTRICT upon submission of an invoice in accordance with Paragraph 4 and approval

by the District Manager. Proposals must include separate costs/rates for labor and materials.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000) for professional services for the fiscal year ending June 30, 2023, and THIRTY-FIVE THOUSAND DOLLARS (\$35,000) per fiscal year for each renewal year, provided, however, that the maximum amounts described herein shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

2. The first paragraph of Exhibit "B" COMPENSATION is amended in its entirety to read:

DISTRICT will pay CONTRACTOR the yearly amount of \$21,600 for a full fiscal year of monthly maintenance services (July 1 through June 30) to be amortized into twelve (12) monthly payments of \$1,800, but does not include months of the fiscal year before the contract has commenced. The remaining amount up to the maximum per fiscal year amount established in Paragraph 3(c) shall be reserved for non-routine work, if needed.

3. This Amendment No. 1 shall be effective May 16, 2023.
4. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect as originally agreed.

**[Remainder of page intentionally left blank; signature page follows.]**

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

MIGUEL A. HERNANDEZ, Owner/Operator

By Miguel Hernandez  
Miguel A. Hernandez

"CONTRACTOR"

YASMIN HERNANDEZ, Chief Financial Officer

By Yasmin Hernandez  
Yasmin Hernandez

MONTICELLO PUBLIC CEMETERY DISTRICT, a  
special district, acting by and through its Board of Trustees

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Trustees

"DISTRICT"

APPROVED AS TO FORM Monticello Public Cemetery District Counsel	APPROVED BY THE MONTICELLO PUBLIC CEMETERY DISTRICT BOARD OF TRUSTEES	ATTEST: NEHA HOSKINS Clerk of the Monticello Public Cemetery District Board of Trustees
By: <u>Ryan Fitzgerald (e-sign)</u> District Counsel	Date: _____ Processed By: _____	By: _____
Date: April 27, 2023	Deputy 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:** 5/16/2023

**File ID #:** 23-0742

**TO:** Board of Directors  
**FROM:** Steven E. Lederer, Director of Public Works  
**REPORT BY:** Michael Karath, Staff Services Analyst II  
**SUBJECT:** Contract Amendment No. 2 - Landscape and Irrigation Services

### **RECOMMENDATION**

District Manager requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc., a California "S" Corporation, for a maximum of \$130,000 for the term July 1, 2022 through June 30, 2023, to provide landscape and irrigation maintenance services for the Silverado Community Services District (SCSD).

### **EXECUTIVE SUMMARY**

On February 28, 2023, the Napa County Board of Supervisors, acting as the Board of Directors of the SCSD, approved a \$30,000 budget transfer from SCSD fund balance for irrigation upgrades and unanticipated costs. The SCSD landscape contractor, Sanchez Brothers, completed the irrigation upgrades, totaling \$22,800. As the SCSD turns on the water for the warm months, several leaks in other parts of the SCSD have been detected. To pay for this work and the remaining monthly maintenance payments, the SCSD requests Board approval to amend the Sanchez Brothers contract to increase the maximum amount to \$130,000 from \$100,000, allowing the company to proceed with the repairs.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Landscape Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The SCSD needs the contract amendment to fix several irrigation leaks and continue monthly landscape maintenance.
Is the general fund affected?	No

Future fiscal impact:	The amendment will allow the SCSD to address unanticipated costs in the future, as costs continue to rise with inflation.
Consequences if not approved:	The District will not have the capacity to fix leaks and other repairs, as well as maintaining landscaping for its 29 landscape island located through the District.
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**

Every spring, the SCSD irrigation system is turned back on and reveals repairs that need to be made.

In past years, the repairs to irrigation islands 1-5 cost about \$3,000. The antiquated pop-up sprinklers throughout the islands have become brittle over the years and frequently crack. Many of them lose their stability and spray water into the street over the course of the warm season, costing thousands of dollars in wasted water. Further, the sprinklers do not reach large swaths of the islands' vegetation, leaving about a dozen unsightly bare spots on the islands.

On February 28, 2023, the BOS approved a budget transfer of \$30,000 to landscape services to pay for an irrigation upgrade to islands 1-5, totaling \$22,800. The remainder of the budget transfer was for unanticipated costs. As the SCSD turns on the water this spring, several leaks have been detected. The landscaper's contract needs amending to allow for payment of these repairs and to continue the contractor's monthly landscape maintenance.

**AMENDMENT NO. 2 TO  
SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B  
(SCSD)**

**THIS AMENDMENT NO. 2 OF SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B (SCSD)** is made and entered into as of this 16th day of May 2023 by and between SILVERADO COMMUNITY SERVICES DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as "DISTRICT", and SANCHEZ BROTHERS LANDSCAPE, INC., a "California S Corporation" whose business address as 1245 Hale St., Vallejo, CA 94591, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, on July 1, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

**WHEREAS**, DISTRICT and CONTRACTOR now wish to amend the Agreement to increase the periodic and maximum payment amounts allowable under the Agreement.

**TERMS**

**NOW, THEREFORE**, DISTRICT and CONTRACTOR amend Silverado Community Services District Agreement No. 230085B (SCSD) (the "Agreement") as follows:

1. Paragraph 3 of the Agreement is amended in its entirety to read as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit "C-1", attached hereto and incorporated by reference herein.
    - (b) Expenses. No travel expenses will be reimbursed by DISTRICT. Other expenses will be reimbursed by DISTRICT upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "C-1."
    - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred thirty thousand dollars (\$130,000) for professional services and expenses 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.
2. This Amendment No. 2 shall be effective May 16, 2023.
3. Except as provided herein, all other terms and provisions of the Agreement shall remain

in full force and effect as originally agreed.

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

SANCHEZ BROTHERS LANDSCAPING, INC.

By   
MANUEL TORRES SANCHEZ, Co-Owner and CEO

By   
ELIUD SANCHEZ, Co-Owner

"CONTRACTOR"

SILVERADO COMMUNITY SERVICES DISTRICT,  
a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>April 6, 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 "C-1"**  
**Amendment No. 2 to Agreement No. 230085B**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

CONTRACTOR shall be compensated at the rates listed below. The maximum amount of the contract is \$130,000 per fiscal year, which includes \$74,400 for routine service (\$6,200 monthly) and \$55,600 for non-routine services, as needed. In the event a landscape area is obstructed or otherwise made inaccessible for any extended period of time, DISTRICT and CONTRACTOR shall negotiate temporary adjusted compensation.

1. Rates for routine services by landscape area and approximate dedicated crew hours are as follows:

<b>Landscape Area</b>	<b>Total Monthly Cost</b>	<b>Total Annual Cost</b>	<b>Monthly Crew Hours</b>	<b>Annual Crew Hours</b>
1	\$277	\$3,324	5.39	64.68
2	\$508	\$6,096	9.89	118.68
3	\$165	\$1,980	3.22	38.64
4	\$141	\$1,692	2.88	34.56
5	\$74	\$888	1.54	18.48
6	\$956	\$11,468	20.11	241.32
7	\$85	\$1,020	1.84	22.08
8	\$195	\$2,340	3.87	46.44
9	\$286	\$3,440	2.34	28.08
10	\$66	\$792	1.29	15.48
11	\$149	\$1,788	2.86	34.32
12	\$197	\$2,364	3.68	44.16
13	\$66	\$792	1.36	16.32
14	\$348	\$4,176	6.78	81.36
15	\$76	\$912	1.54	18.48
16	\$82	\$980	1.33	15.96
17	\$82	\$980	1.33	15.96
18	\$98	\$1,176	1.99	23.88
19	\$109	\$1,308	2.23	26.76
20	\$113	\$1,356	2.31	27.72
21	\$102	\$1,224	2.08	24.96
22	\$93	\$1,116	1.9	22.8
23	\$409	\$4,908	7.97	95.64
24	\$234	\$2,812	3.06	36.72
25	\$241	\$2,896	3.2	38.4
26	\$569	\$6,828	11.54	138.48
27	\$361	\$4,328	3.89	46.68
28	\$49	\$588	1.07	12.84
29	\$69	\$828	1.44	17.28
<b>TOTAL</b>	<b>\$6,200</b>	<b>\$74,400</b>	<b>113.93</b>	<b>1367.16</b>

2. Rates for routine services include travel time, supervision and irrigation inspection.
3. Standard Rates for General Labor
  - (a) The following general labor rates apply to non-routine services performed during normal business hours.

Classification	Hourly Rate
Gardener	\$50
Foreman	\$70
Irrigation Technician	\$70
Tree Laborer	\$135

4. Other Rates
  - (a) Labor rates for services performed outside normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.



# 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:** 5/16/2023

**File ID #:** 23-0668

**TO:** Board of Supervisors

**FROM:** Tracy Cleveland - Agricultural Commissioner/ Sealer of Weights & Measures

**REPORT BY:** Jaspreet Faller - Staff Services Analyst II

**SUBJECT:** Adoption of a Resolution Accepting the Engineer's Report for the Winegrape Pest & Disease Control District and Setting a Public Hearing on the Proposed Levy of Assessment

### **RECOMMENDATION**

Agricultural Commissioner/Sealer of Weights and Measures requests adoption of a Resolution providing for the following:

1. Accept the Engineer's Report for the Napa County Winegrape Pest & Disease Control District for Fiscal Year 2023-24 and the proposed levy assessment for the district;
2. Set a Public Hearing for June 6, 2023 at 9:00am to hear protests to the establishment of the proposed assessment;
3. Direct the Clerk of the Board to comply with the requirements of Article XIII D of the California Constitution with respect to notice requirements for the proposed assessment; and
4. Designate County staff to answer questions regarding the assessments and protest proceedings.

### **EXECUTIVE SUMMARY**

The Winegrape Pest and Disease Control District provides funding for inspection, detection, and education regarding winegrape diseases and associated pests with the goal of preventing spread of disease. By accepting the Engineer's Report, which sets forth the proposed assessment, and setting a public hearing to hear protests, the recommended action will commence the annual assessment process for the Winegrape Pest and Disease Control District for Fiscal Year 2023-24.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	The Engineer's Report recommends the levy of an assessment for Fiscal Year 2023-24 in the amount of \$484,175 which is deposited into a special designated account held with the Auditor (9512-9512000). In addition, the Agricultural Commissioner budgets a portion of the collected assessment (\$330,000) as revenue which the Department receives after the District Board authorizes payment from the special designated account for services provided by the Agricultural Commissioner. The remaining collected assessment funds remain in the special designated account to pay for other authorized expenses.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	There is no fiscal impact beyond FY2023-24
Consequences if not approved:	If the Board does not approve the requested actions, the process to levy the assessment and schedule the required public hearing will not occur, thus the levying and collection of the assessment cannot occur, resulting in no funding available to operate the activities of the Napa County Winegrape Pest and Disease Control District.
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 2002, the Board of Supervisors established the Napa County Winegrape and Pest Disease Control District (NCWPDCD) to assist in the funding of the inspection, detection, and education of Pierce's Disease as stated in the Napa County Glassy-winged Sharpshooter (GWSS) work plan with the goal of preventing the spread of Pierce's Disease by the GWSS. In 2006, property owners subject to the assessment approved the NCWPDCD's use of assessments for activities included in the Commissioner's Vine Mealybug (VMB) work plan and for any other potential winegrape pests. Assessment funds are used to pay for the cost of visually inspecting plant material entering the County to ensure it is free from GWSS; placing and inspecting GWSS & VMB monitoring traps; developing an emergency rapid response program in the event GWSS is discovered in the community; releasing biocontrol agents to manage VMB populations; and educating the citizens and businesses of the community about the threat these pests pose to our agricultural economy.

Pursuant to Napa County Code section 3.54.040, an Engineer's Report for the NCWPDCD, dated May 4, 2023, has been prepared and submitted to the Clerk of the Board by Kristin Lowell, Inc. The proposed assessments are based upon an allocation of program costs over all properties subject to assessment within the NCWPDCD (i.e., parcels of one or more planted vineyard acres - approximately 45, 250 acres). The assessments will be utilized to assist the funding of the Napa County GWSS work plans, VMB work plans, research, and outreach and education. The report recommends a levy of an assessment for FY23-24 in the amount of \$484,175 for a per acre assessment of \$10.70.

The NCWPDCD Board conducted a public meeting on March 22, 2023 and adopted a budget reflecting the

above figures. The total estimated cost for the Agricultural Commissioner to implement the Napa County GWSS work plan and related District activities for FY23-24 is approximately \$840,000 with funding coming from the California Department of Food & Agriculture, the County, and the proposed assessments. If State funding for the County's GWSS program were reduced, the Pest District Board, Department, and County would have to determine which of the previously funded State components would need to continue to best safeguard the integrity of the County's GWSS prevention efforts. In addition, the District Board, Department, and County would also have to identify funding for any activities for which State funds were no longer available.

It is important to note that the requested action before the Board today involves accepting the Engineer's Report as presented and calling for a public hearing in order to levy assessments to pay for the Pest District Board's recommended FY23-24 budget. The District Board currently has a limited amount of funds in reserve, which if authorized by the District Board, could be used for some program expenditures. This would be insufficient to supplant any reduced or eliminated State funding. In addition, the District Board has the authority to raise the per-acre assessment to the maximum \$20 per-acre allowed by law. If something happens in the future, the County and the District Board will have to reconvene, prepare an amended budget, and recommend that a special assessment be levied to cover any increased costs that might result from a lack of State funding for the program.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, ACCEPTING THE FILING OF THE  
ENGINEER'S REPORT AND SETTING A PUBLIC HEARING ON THE  
ENGINEER'S REPORT AND THE PROPOSED LEVY OF  
ASSESSMENTS FOR NAPA COUNTY WINEGRAPE PEST AND  
DISEASE CONTROL DISTRICT FOR 2023/2024**

**WHEREAS**, in 2002, the Napa County Board of Supervisors ("Board") formed the Napa County Winegrape Pest and Disease Control District ("District"), pursuant to Food and Agricultural Code Sections 6293 et seq., as a mechanism for providing funding for the inspection, detection, prevention and education of Pierce's Disease caused by the glassy-winged sharpshooter, and deal with other winegrape pests and diseases; and

**WHEREAS**, the Board proposes to finance the activities of the District through the imposition of assessments ("Assessments") on the parcels of real property in the District containing one or more planted vineyard acres, which will receive special benefits from the District; and

**WHEREAS**, the Board indicates its intention to adopt the Assessments and that the Assessments do not exceed the range of Assessments previously specified in a notice given to the public pursuant to Government Code Section 54954.6(c)(2)(G) and approved in 2006 by the owners of the parcels of real property within the District containing one or more acres of planted vineyard, pursuant to the requirements of Article XIII D (4) of the California Constitution; and

**WHEREAS**, the Board has caused to be prepared, and has received for filing with the Clerk of the Board ("Clerk"), a written Engineer's Report ("Report") with respect to the Assessments, prepared by a professional engineer certified by the State of California and which is referred to and incorporated herein by reference; and

**WHEREAS**, pursuant to Article XIII D of the California Constitution, and Chapter 3.54 of the Napa County Code, the Report includes a description of each parcel of real property receiving any of the benefits of the District, and the amount of Assessment for each parcel computed in conformity with Napa County Code Sections 3.54.030 and 3.54.040; and

**WHEREAS**, after considering and accepting the Report, the Board wishes to declare its intention to levy the Assessments for the 2023/2024 fiscal year in accordance with the Report, and to that end to set a public hearing on the Report and the level of Assessments proposed in the Report;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Board hereby finds and determines that the above recitals are true and correct.

2. The Napa County Board of Supervisors, State of California, hereby declares its intention, pursuant to the provisions of Food and Agricultural Code Sections 6293 et seq. and Chapter 3.54 of the Napa County Code, to adopt the Assessments upon real property containing one or more planted vineyard acres in the District for the 2023/2024 fiscal year, all as set forth in the Report. The Report schedules the Assessment for fiscal year 2023/2024 in the amount of \$10.70 per acre.

3. The Report prepared by Terrance E. Lowell, P.E. for Kristin Lowell, Inc., dated May 4, 2023, entitled “Napa County Winegrape Pest and Disease Control Assessment District Engineer’s Report” has been filed with the Clerk of the Board of Supervisors and is hereby accepted for filing with this Board by this Resolution. A copy of this Report shall be maintained on file with the Clerk at 1195 Third Street, Suite 310, Napa, California, and shall be available for public inspection at that location during regular County business hours.

4. With respect to the Assessments proposed to be levied for the 2023/2024 fiscal year, the designated rates are based on the special benefit to be derived by each identified parcel from the activities of the District as further set forth in the Report, and no individual assessment exceeds the reasonable cost of the proportional special benefit conferred on the parcel to which it relates.

5. That on June 6, 2023 at 9:00 a.m., or as soon thereafter as circumstances allow, in the chambers of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California, the Board shall hold a public hearing with respect to the enactment of the Assessments. At the public hearing, any interested person shall be permitted to present written or oral testimony. The Board shall consider any protests with respect to the Assessments, and shall determine whether, and to what extent, to adopt the proposed Assessments.

6. The Board designates Andre Napolitano of the Napa County Agricultural Commissioner’s Office, 1710 Soscol Ave., Suite 3, Napa, California 94559, telephone number (707) 253-4357, as the person to answer questions regarding the Assessments and protest proceedings.

7. Pursuant to the provisions of Food and Agricultural Code Sections 6293 et seq. and Napa County Code Section 3.54.040(B), the Clerk shall publish notice of the public hearing at least once per week for two successive weeks, as provided by Government Code Section 6066, in a newspaper of general circulation published in Napa County, which noticing shall be completed prior to the date set for the public hearing.

8. Upon conclusion of the public hearing, the Board may adopt, revise, change, reduce, or modify any Assessment to be charged, and shall make its determination upon each Assessment as described in the Report, all as authorized by Napa County Code Section 3.54.040(C). The Board shall then confirm the Report as so modified and order the Assessments to be levied and collected in conformity with applicable law.

9. In accordance with Napa County Code Section 3.54.050, each of the Assessments imposed by the Board at the conclusion of the public hearing shall be collected on the tax bill at



the same time and in the same manner as ordinary County ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 16th day of May, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: 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: <i>Chris R.Y. Apallas</i> Deputy County Counsel</p> <p>Date: April 18, 2023 Doc. No. 89640</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 Winegrape Pest and Disease Control Assessment District**

## **ENGINEER'S REPORT**

**Expanded Programs  
Fiscal Year 2023/2024**



***May 4, 2023***

**Prepared for:  
County of Napa  
Board of Supervisors**

# TABLE OF CONTENTS

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**Certificates ..... 1**

**Engineer's Statement ..... 2**

**Engineer's Report:**

**EXHIBIT A: Project Description..... 3**

**EXHIBIT B: Estimate of Cost ..... 6**

**EXHIBIT C: Method of Apportionment..... 7**

**EXHIBIT D: Map of District ..... 9**

**EXHIBIT E: Assessment Roll ..... 10**

## CERTIFICATES

The undersigned respectfully submits the enclosed report as directed by the Board of Supervisors.

Dated: May 4, 2023

TERRANCE E. LOWELL, P.E.,  
For Kristin Lowell Inc.,  
Engineer of Work

By Terrance E Lowell

I HEREBY CERTIFY that the enclosed Engineer's Report was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Neha Hoskins, Clerk of the Board, Napa County, California

By \_\_\_\_\_

I HEREBY CERTIFY that the enclosed Amended Engineer's Report was approved and confirmed by the Board of Supervisors, County of Napa, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Neha Hoskins, Clerk of the Board, Napa County, California

By \_\_\_\_\_

## ENGINEER'S STATEMENT

This Report is prepared, as directed by the Board of Supervisors, pursuant to Article XIID of the State Constitution (Proposition 218).

The Napa County Winegrape Pest and Disease Control District (the "District") was formed under the provisions of Food and Agriculture Code §6292. The purpose of the District is to assist in the funding, through the levy of assessments on qualifying vineyard properties, of inspection, detection, prevention Pierces disease by the glassy-winged sharpshooter, and to address other pests and diseases that attack winegrape plants.

An estimated budget to fund the activities of the District is set forth in Exhibit B. The annual budget may increase or decrease depending on the amount of funding contributed by state and county sources to carry out the County of Napa's Workplans for the Glassy-Winged Sharpshooter, Vine Mealybug, the Vine Mealybug Parasitoid Release Project, and the VPP Trapping Program. Funding for the improvements is financed through a property-based assessment levied against each parcel consisting of one or more planted vineyard acres in the District area. A detailed description of the methodology for determining the special benefit assessment for each parcel is set forth in Exhibit C.

This report includes the following attached exhibits:

**EXHIBIT A:** A description of the proposed project.

**EXHIBIT B:** The estimate of the cost of the program to be funded.

**EXHIBIT C:** A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the program to be funded.

**EXHIBIT D:** A map showing all the parcels of real property within the District.

**EXHIBIT E:** An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district.



Respectfully submitted,

TERRANCE E. LOWELL, P.E.  
Engineer of Work

## EXHIBIT A: PROJECT DESCRIPTION

### INTRODUCTION

In January 2022, the Board of Supervisors reauthorized the existence of the District through March 2027. On a yearly basis, the Board levies assessments on behalf of the District against real property with one or more planted vineyard acres to address the threat of the glassy-winged sharpshooter (GWSS), the vine mealybug and other potential pests of winegrapes. The assessments will finance the programs identified below.

### GLASSY-WINGED SHARPSHOOTER PROGRAM

In March 2000, the Napa County Board of Supervisors approved a Workplan for addressing the GWSS in Napa County. The Workplan identified the major components required for developing and implementing an effective Napa County GWSS management program.

Since the approval of the Workplan, the County has expanded the GWSS program. The current program provides for inspection of all plant material arriving in the county; the placement and inspection of increased numbers of traps to determine if the pest is present; and disseminating information to stakeholders. In addition, the Agricultural Commissioner has worked with the local wine industry and the California Department of Food and Agriculture (CDFA) to secure funding for the additional activities within the Napa County Workplan.

The County's mission is to continue to create programs to protect the local winegrape industry and economy. These programs are largely funded with State resources; however, funding of other program aspects, such as inspection of nursery stock from locations not known to be infested with GWSS, should continue to be funded with assessment revenues. To date, there have been no infestations of GWSS in Napa County.

#### Detection Trapping

Activities within this program area consist primarily in the placement and biweekly inspection of yellow-sticky panel traps. The County currently performs a base level of GWSS trapping utilizing existing staff, some of which is year-around at high-risk nursery/landscape facilities. The Agricultural Commissioner is dedicated to placing and inspecting GWSS traps, particularly in areas located in high-risk locations. In FY22/23, Agricultural Commissioner staff placed and monitored 513 GWSS traps in urban, nursery, and other high-risk areas as part of a program paid for by CDFA and county funds. An additional 1,036 traps were placed and monitored throughout Napa County vineyards. The vineyard trapping program was covered under the CDFA exotic pest detection contract in FY 22/23; however, that funding source was temporary and will revert to District funds in FY 23/24.

Trapping will occur from June to October, except for extended season trapping at high-risk nursery/landscape facilities. Other prioritized areas for trapping will be landscaped urban/residential settings and recently landscaped wineries and estates, with a concentration on recent plantings.

In December 2021, an expanded high-risk winter trapping program was implemented in Napa County in direct response to the residential GWSS infestation detected in neighboring Solano County. This program consists of 100 traps placed throughout Napa County, serviced monthly, from December 1 through March 31.

### **Exclusion Activities**

Activities within this program area consist of year-round visual inspection of incoming commercial plant shipments, primarily at nurseries, home garden centers, landscape projects, and wineries/estates. Approximately 200 blue-tagged shipments from infested areas will be inspected. In addition, Napa County anticipates inspecting approximately 2,500 non-blue tagged shipments throughout the year as allowed under the Napa County GWSS Workplan and paid by Pest District assessments.

### **Education/Awareness Activities**

Education and Awareness activities consist of developing GWSS related educational materials for distribution and presentation to various community groups, individuals, schools, etc. The Deputy Agricultural Commissioner is responsible for overseeing the development of the materials for presentation and distribution. The Deputy Agricultural Commissioner also utilizes the services of a professional communications consultant to supervise a contract for creative design and outreach services such as new campaign development for print and website ads, and radio / tv spot creation and airing, etc.

## **VINE MEALYBUG PROGRAM**

In the Vine Mealybug Program, containing existing infestations is a priority. The following describes the scope of work to be performed under this program. All activities described will be conducted at levels deemed adequate to effectively delimit and contain infestations of VMB. Growers are expected to control their infestations and minimize their spread by employing all applicable integrated pest management (IPM) strategies recommended by the UC Cooperative Extension Viticulture Farm Advisor and licensed and registered Pest Control Advisors. As suspected infestations have continued to be identified, the program has moved away from a regulatory program of compliance agreements to a strategy of pest management by the use of the most up to date IPM strategies.

### **Detection Trapping**

Activities within this program area consist primarily of the placement and inspection of approximately 1,900 VMB pheromone delta traps. In 2023, trapping will be conducted throughout the County, except in areas determined to be chronically infested by University of California, Riverside researchers utilizing historical VMB trap data from Napa County. Trapping densities will continue to be at 25 traps per square mile and will be deployed in August and removed in October, when the most VMB are usually trapped. The VMB detection trapping program was covered under the CDFA exotic pest detection contract in FY 22/23; however, that funding source was temporary and will revert to District funds in FY 23/24.

Other detection activities will include microscopic inspection of county-placed and monitored traps as well as traps purchased, placed, and maintained by vineyard owners and operators, when brought to the Agricultural Commissioner's Office for inspection.



### **Pest Management Activities**

Containing existing and new infestations is a priority. Male VMB trap data is tracked using GIS technologies. An interactive map on the Ag Commissioner website allows growers to navigate to different areas of the County and see relative levels of VMB trap counts. Detailed site-specific maps with trap data are available to individual growers on request to aid them in detecting infestations at their vineyards. Growers will be instructed to train their vineyard workers to detect signs of VMB infestations and will be provided with information on VMB biology and life cycles. Growers will be informed of IPM treatment strategies to manage VMB based on the severity of the infestation including an emphasis on rotating insecticides to minimize the chance of developing insect resistance to the products. Sanitation of equipment used for vineyard management and harvest prior to movement off of an infested property is also stressed as well as strategies to minimize movement of VMB by workers conducting field activities in infested vineyards.

### **Education/Awareness Activities**

Agricultural Inspectors and the Deputy Agricultural Commissioner are responsible for developing the materials for presentation and distribution. Training and outreach events will be scheduled by the Ag Commissioner's Office at Pest District-sponsored seminars, at meetings sponsored by UC Cooperative Extension, and with regional groups of growers that are managing VMB via webinar, at outdoor field days, and/or in-person. Printed materials and other educational resources will be disseminated to growers. Agricultural Inspectors will also do one-on-one outreach with growers on VMB IPM control strategies.

### **UCCE Research Proposals**

Pest District funds will provide financial support for various UCCE research proposals, including *"Improving growers' capacity to respond proactively to Pierce's disease:*

*Effects of vector populations, disease incidence and environmental factors on outbreaks"* and a UCCE proposal to continue grower education and outreach *"Outreach & Extension:*

*Improving the visibility of Pest District activities through educational resources, regional working groups & a stakeholder survey"*. All projects are brought to the District by Dr. Monica Cooper, Viticulture Farm Advisor at Napa County UCCE.

## **VINE MEALYBUG PARASITE RELEASE PROGRAM**

In 2023, the VMB parasite release program will be implemented for an eleventh year. The program was initiated in fiscal year 13/14. *Anagyrus* wasps will be released at approximately 160 sites throughout the County, at a rate of three releases per site. Release sites are selected utilizing past trapping data, the UCCE chronically-infested data, and grower-identified infestations. Following the releases for the past six years, Ag Commissioner staff has returned to vineyards and found evidence of parasitism of VMB by the wasps. The objective of the releases is to attempt to build a population of parasitic wasps in vineyards infested with VMB. The releases are not expected to provide significant levels of VMB control. Growers are encouraged to release additional wasps on their properties as a part of an overall integrated pest management strategy.

Release of the wasps will be conducted by Agricultural Commissioner staff and will occur in July 2023 and again in May 2024. Growers will help to identify locations of infestations within vineyards to help pinpoint the release sites. The release sites will be mapped and included on the interactive VMB map on the Ag Commissioner website.

## EXHIBIT B: ESTIMATE OF COST

The budget below details the anticipated expenditures for Fiscal Year 2023/24 to provide the services described above.

NAPA COUNTY WINEGRAPE PEST AND DISEASE CONTROL DISTRICT BUDGET	
Workplan Expenditures	Budget
District Share of GWSS Program Costs	\$115,382
District Share of Winter Trapping	\$9,304
District Share of Vine Mealybug Costs	\$63,067
Parasitic Wasp Release Project	\$112,088
VPP Trapping Program	\$144,695
UCCE Outreach/Education	\$40,290
Outreach/Education	\$30,000
Research - Dr. Monica Cooper	\$34,710
Engineer's Report	\$5,800
County Admin Costs	\$25,534
<b>Total Expenditures</b>	<b>\$580,870</b>
Revenues	Budget
Fund Balance	\$96,695
Donation	\$0
<b>Total Revenues</b>	<b>\$96,695</b>
<b>AMOUNT TO ASSESSMENT</b>	<b>\$484,175</b>

## EXHIBIT C: METHOD OF APPORTIONMENT

### GENERAL

Proposition 218 requires that the County levy assessments according to the special benefit each parcel receives from the improvements (or activities to be funded by the District). Proposition 218 added to the state constitution Article XIID Section 4(a) which states in part:

*"The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement...No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel... Parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit."*

Determining the proportionate share of special benefit among the parcels of real property within the proposed assessment district which benefit from the proposed activities is the result of a four step process: 1) defining the proposed activities; 2) identifying how each parcel specially benefits from the proposed activities; 3) determining the amount of the special benefit each parcel receives from the proposed activities; and 4) apportioning the cost of the proposed activities to each parcel based on the special benefit that each parcel receives from the proposed activities.

The GWSS, Vine Mealybug, European Grapevine Moth, and Spotted Lanternfly Trapping programs are designed to only benefit those parcels with planted vineyard acres in an effort to reduce the amount of crop damage and revenue loss. Therefore, these programs provide only a special benefit to those parcels. The special benefit to parcels from these proposed services and programs exceeds the total amount of the proposed assessment.

### SPECIAL BENEFIT

The special legislation, Food and Agricultural Code §6292 et seq., was enacted to provide assessment financing for the detection and prevention of the Glassy-winged Sharpshooter, the vine mealybug, and other potential pests of winegrapes in Napa County. These destructive pests and diseases pose a significant threat to the grape and wine industry. Napa County has a great economic interest in protecting its agricultural products from the pests and diseases. The winegrape pest and disease control measures provide the necessary detection and prevention activities to all planted acres to keep the Napa County wine industry vital. Without these measures, each vineyard could lose its crop due to bug infestation, and thus loss of revenue. Each vineyard parcel receives special benefit from these activities in that each vineyard operates without the threat of losing its crop. Since all planted vineyard acres will benefit equally from these activities each vineyard acre is assessed in like manner. That is to say, every planted vineyard acre receives the same benefit and thus, the same assessment amount.

### ***ASSESSMENT CALCULATION***

---

This legislation expressly defines that no assessment shall be greater than \$20 per planted vineyard acre. As previously discussed, each planted vineyard acre specially benefits from the identified programs. For Fiscal Year 2023/24 there are 45,251 assessable planted vineyard acres. The amount of the assessment for the special benefit each vineyard acre receives is \$10.70 (\$484,175 divided by 45,251) per assessable vineyard acre.

## **EXHIBIT D: MAP OF DISTRICT**

A map of the District is on file in the office of the Clerk of the Board of the County of Napa. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Napa, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. The Assessor's maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

## **EXHIBIT E: ASSESSMENT ROLL**

The attached table lists every parcel in the District by their respective assessor's parcel number, owner name, and assessment amount.



# 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:** 5/16/2023

**File ID #:** 23-0693

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Raymond Francis - Accountant-Auditor I  
**SUBJECT:** Authorization for the Auditor-Controller to deny state assessed unitary property tax refund claim for Tax Year 2018-19

### **RECOMMENDATION**

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 799-000-249-XXX (one Telecom property), pursuant to Revenue and Taxation Code Section 100 and Sections 5096 and 5097.

### **EXECUTIVE SUMMARY**

Auditor-Controller is required to calculate the tax rate necessary for the timely and accurate billing of property tax in Napa County. The California Constitution Articles XIII and XIII A and Revenue and Taxation Code direct the counties on the property tax process, including state assessed unitary property. The Auditor-Controller's Office has received one property tax refund claim from a unitary property owner (one Telecom company) for 2018-19 tax paid. The property owner's claim states the unitary property tax rate is in excess of the rate allowed by the California Constitution and have requested a refund of \$5,112.03 plus interest.

The Auditor-Controller's Office has followed all the requirements of Revenue and Taxation Code Section 100 directing the establishment and calculation of the unitary tax rate for tax year 2018-19. The unitary tax rate process has been previously audited by the State Controller's Office and deemed calculated in compliance with State law. The Auditor-Controller is requesting the Board's authorization to deny the claim.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	If further claims for other tax years are received, there would be similar reductions to property tax revenue for those years.
Consequences if not approved:	Napa County is required to tax all state assessed property as set out in Revenue and Tax Code 100. If the requirements are not followed, the County will not be in compliance.



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 California, the California Constitution and Revenue and Taxation Code legislate property tax. Under Article XIII, Section 1 (a) all property is taxable. Under Section 19 the state Board of Equalization is required to annually assess property owned or used by telegraph or telephone companies. This property shall be subject to taxation to the same extent and in the same manner as other property. Article XIII A Section 1 (a) states the maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value of such property. The one percent (1%) tax to be collected by the counties and apportioned according to law to the districts within the counties. Section 1 (b) states the limitation provided for subdivision (a) shall not apply to ad valorem taxes or special assessment to pay the interest and redemption charges on any of the listed voter approved debt, such as school bonds. Revenue and Taxation Code Section 723 and 723.1 instructs the state Board of Equalization regarding valuing property and defines certain state assessed properties as "unitary property" and "nonunitary property". Revenue and Taxation Code Section 100 instructs the County how the values and revenues for unitary property shall be allocated. Section 100 (a) requires the County to establish one countywide tax rate area. The assessed value of all unitary and operating nonunitary property shall be assigned to this tax rate area. No other property shall be assigned to this tax rate area. Section 100 (b) requires property assigned to the tax rate area created by subdivision (a) to be taxed for the counties ad valorem tax levies at a rate as proscribed by a set formula.

The claimants have challenged the state requirements and stated they are entitled to a refund of a portion of their paid 2018-19 unitary tax plus interest, on the grounds the tax was erroneously or illegally collected, or illegally assessed or levied, and gave the following reasons:

- a. The property tax rate applied to compute claimant's property tax was in excess of the rate applied in the same year to the property in the county assessed by the assessor of Napa County in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*.
- b. The property tax rate applied to compute claimants' property tax exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

The claimants have also filed their claim after the timing requirement of RTC 5097(a)(2).

In consultation with County Counsel, the Auditor-Controller's Office has reviewed the claim and the audited County practices for unitary taxation. Napa County follows the requirements of Revenue and Taxation Code Section 100 for the calculation of the unitary tax rate. Therefore, the Auditor-Controller has determined that no refund is allowable to the property owner and requests the Board to instruct the Auditor-Controller's Office to deny the claim.

**CLAIM FOR REFUND OF PROPERTY TAXES****RECEIVED****APR 10 2023**

To: Board of Supervisors, County of Napa, California

**NAPA COUNTY  
EXECUTIVE OFFICE**

The undersigned as Director of Property Tax, as delegated by the claimant herein, hereby makes this claim for refund of property tax on behalf of the claimant pursuant to Revenue and Taxation Code section 5097 and demands that the Board of Supervisors make its order directing the controller of said County to refund to claimant the sum of \$5,112.03 in taxes levied for the fiscal year 2018/2019. In support of said claim the undersigned states:

1. Claimant is and at all times herein mentioned was Zayo Group, LLC a limited liability corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 1821 30<sup>th</sup> St., Unit A, Boulder, CO 80301 and a mailing address of Zayo Group, LLC, Property Tax Department, 1401 Wynkoop St., Ste 500, Denver, CO 80202.
2. For fiscal year 2018/2019, the California State Board of Equalization assessed the value of claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and section 721 of the Revenue and Taxation Code. Pursuant to its authority under Revenue and Taxation Code section 756, the California Board of Equalization transmitted a roll showing claimants unitary and nonoperating property in Napa County. On the basis of said assessment and transmittal of said roll, taxes were levied on said property for said fiscal year in the sum of \$10,579.08 (Exhibit 1) and paid by claimant in full (Exhibit 2).
3. Claimant is entitled to a refund of a portion of said taxes in the amount of \$5,112.03, plus appropriate interest, on the grounds that said taxes were erroneously and illegally collected, or illegally assessed or levied, for the following reasons:
  - a. The property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Alameda County, in violation of Article XIII, section 19 of the California Constitution and ITT World Communications v. City and County of San Francisco, 37 Cal. 3d 859 (1985).
  - b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.
4. No refund of said taxes, or any part thereof, has been previously made.

I declare under penalty of perjury that the foregoing is true and correct, and that I am authorized by claimant to make this claim for refund.

Dated: Aril 3rd, 2023 at Denver, Colorado.

Name: David R. Schmitz

Title: Director of Property Tax

Signature: DRS

# Exhibit 1

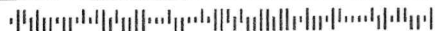


**NAPA COUNTY 2018-2019 SECURED PROPERTY TAX BILL  
FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

**TAMIE R. FRASIER, TREASURER-TAX COLLECTOR  
1195 Third Street, Suite 108 Napa, CA 94559-3050**

## PROPERTY INFORMATION

ASMT NUMBER: 799-000-249-000 TAX RATE AREA: 090-000  
FEE NUMBER: 799-000-249-000 ACRES: 0.00  
LOCATION: Unitary Personal Property 00000489003  
LIEN DATE ASSESSEE: ZAYO GROUP LLC



ZAYO GROUP LLC  
1621 18th STREET SUITE 100  
DENVER CO 80202

000108 0025519

## IMPORTANT MESSAGES

Original bill date 09/06/2018  
PAY TAXES ONLINE: [www.countyofnapa.org/tax](http://www.countyofnapa.org/tax)  
PAY TAXES BY PHONE - Call 1-866-269-2015  
\*\*SUBJECT TO A SERVICE FEE\*\*

**2018-2019**

## COUNTY VALUES, EXEMPTIONS, AND TAXES

## PHONE NUMBER

ADDRESS CHANGE (707) 253-4457  
AIRCRAFT (707) 253-4485  
BUSINESS PROP (707) 253-4485  
EXEMPTION (707) 259-8752  
TAX QUESTION (707) 253-4311  
TAX RATE (707) 253-4577  
VALUATION (707) 259-8740  
VESSEL (707) 253-4457

## VALUE DESCRIPTION

PERSONAL PROPERTY

## ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES

489,003

NET TAXABLE VALUE 489,003 x 1.000000 = \$4,890.02

## VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

## PHONE NUMBER

(707) 253-4577

## TAX CODE

00003

## DESCRIPTION

UNITARY DEBT SERVICE

## ASSESSED VALUES X TAX RATE /100 = AGENCY TAXES

489,003

1.163400

5,689.06

AGENCY TAXES + DIRECT CHARGES + FEES

\$5,689.06

<b>1ST INSTALLMENT DUE 11/1/2018</b> DELINQUENT AFTER 12/10/2018	<b>2ND INSTALLMENT DUE 2/1/2019</b> DELINQUENT AFTER 04/10/2019	<b>TOTAL TAXES</b>
\$5,289.54	\$5,289.54	\$10,579.08

## NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-249-000  
FEE NUMBER: 799-000-249-000  
DESCRIPTION: Unitary Personal Property 00000489003  
CURRENT OWNER:  
ZAYO GROUP LLC  
1621 18th STREET SUITE 100  
DENVER CO 80202

**2018-2019**

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

**2nd**  
INSTALLMENT

<b>TOTAL AMOUNT DUE 2/1/2019</b>	<b>\$5,289.54</b>
AFTER APRIL 10, 2019 ADD 10% PENALTY + \$10 COST CHARGE	\$538.95
<b>TOTAL DELINQUENT INSTALLMENT DUE</b>	<b>\$5,828.49</b>
ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2019	

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 4/10/2019. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

799000249000620180000005289541200000582849620180

## NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-249-000  
FEE NUMBER: 799-000-249-000  
DESCRIPTION: Unitary Personal Property 00000489003  
CURRENT OWNER:  
ZAYO GROUP LLC  
1621 18th STREET SUITE 100  
DENVER CO 80202

**2018-2019**

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

**1st**  
INSTALLMENT

<b>THIS AMOUNT DUE 11/1/2018</b>	<b>\$5,289.54</b>
AFTER DECEMBER 10, 2018 ADD 10% PENALTY	\$528.95
<b>TOTAL DELINQUENT INSTALLMENT DUE</b>	<b>\$5,818.49</b>
TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2018 WITH PAYMENT OF	<b>\$10,579.08</b>

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 12/10/2018. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

799000249000620180000005289541100000581849720180

# Exhibit 2

Bank of America  
ACH R/T 063100277

1768

63-4/630 FL  
1468

**COMPLIANCE SOLUTIONS INC**

242 RANGELINE RD  
LONGWOOD FL 32750-4035  
MARK@CSILONGWOOD.COM  
PH407-260-1011, FAX 407-260-1033

Zayo Group, LLC  
FEIN: 26-2012549

10/8/2018

PAY TO THE  
ORDER OF

Napa County Tax Collector

\$ 10,579.08

Ten Thousand Five Hundred Seventy Nine and 08/100 \*\*\*\*\*

DOLLARS

MEMO

Napa County Tax Collector  
1195 Third Street, Suite 108  
Napa, CA 94559

799-000-249-000

  
AUTHORIZED SIGNATURE

⑈001768⑈ ⑆063000047⑆ 898091315000⑈

231  
Photo Safe Deposit®  
Details on Back.

COMPLIANCE SOLUTIONS INC

1768

Napa County Tax Collector

10/8/2018  
10,579.08

Zayo Group, LLC  
FEIN: 26-2012549

Zayo Group, LLC - chk#: 1768  
COMPLIANCE SOLUTIONS INC

10,579.08

1768

Napa County Tax Collector

10/8/2018  
10,579.08

Zayo Group, LLC - chk#: 1768

10,579.08





# 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:** 5/16/2023

**File ID #:** 23-0701

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze, Auditor-Controller  
**REPORT BY:** Paul Phangureh, Internal Audit Manager  
**SUBJECT:** Donations Reporting for the Quarter Ended March 31, 2023

### **RECOMMENDATION**

Auditor-Controller requests the Board to accept and instruct the Clerk of the Board to file the quarterly report of donations received for the quarter ended March 31, 2023.

### **EXECUTIVE SUMMARY**

Donations of \$53,097 were received for quarter ended March 31, 2023. See attached correspondence and Table A for the detailed breakdown received by Napa County Departments.

### **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**

On March 8, 2005, the Board of Supervisors adopted Resolution 05-40 authorizing the Auditor-Controller to accept donations that are equal to or less than \$1,000 on behalf of the Board of Supervisors. The Resolution in March 2005 does not supersede the following:

1. Board of Supervisors Resolution No. 99-56, revised May 24, 2005, for Napa County Library to accept donations from various donors and the Friends of the Library
2. Board of Supervisors Resolution No. 06-120, adopted on June 20, 2006 for the Health and Human Services

Agency (HHSA) to accept donations on behalf of the Homeless Shelter

3. Board of Supervisors Resolution No. 08-171, adopted December 9, 2008, for the Health and Human Services Agency (HHSA) to accept donations on behalf of the Children's Recovery Center (CRC) and Child Welfare Services Division (CWS) (Resolution 08-171).

4. Board of Commissioners Resolution No. 07-05 (NCHA), adopted August 21, 2007 for the Napa County Housing Authority to accept and disburse donations.

On August 1, 2005, the Auditor-Controller's Office established procedures based on Resolution 05-40. The donations accepted on behalf of the Board of Supervisors were recorded into the Donations revenue account with the County Treasury.



A Tradition of Stewardship  
A Commitment to Service

Auditor-Controller

1195 Third Street · Room B10  
Napa, CA 94559  
www.countyofnapa.org

Main: (707) 253-4551  
Fax: (707) 226-9065

Tracy A. Schulze  
Auditor-Controller

234

April 25, 2023

Board of Supervisors  
1195 Third Street, Room 301  
Napa, CA 95449

Table A (attached) provides a listing of donations known to be received by Napa County Departments from January 1, 2023 to March 31, 2023. The information is based on an analysis of the general ledger, Board actions, and notifications sent to the Auditor-Controller's Office.

Cash Donations Reported to Auditor Controller's Office	\$	3,016
Cash Donations Reported to Board of Supervisors		42,160
Cash Donations to be Reported to BOS by Other Departments		4,170
<b>Total Quarterly Cash Donations Reported</b>	<b>\$</b>	<b>49,346</b>
<hr/>		
<b>Total Non-Cash Donations Reported to Auditor Controller's Office</b>	<b>\$</b>	<b>3,751</b>
<hr/>		
<b>Total Quarterly Donations Reported</b>	<b>\$</b>	<b>53,097</b>

Respectfully,

A handwritten signature in blue ink, reading "Tracy A. Schulze".

Tracy A. Schulze, CPA  
Auditor-Controller

**Table A**  
**Donations Reporting**  
For the Quarter Ended March 31, 2023

<b>Donations Reported to Auditor-Controller's Office</b>	<b>Amount</b>
Animal Shelter	\$ 3,016
<b>Subtotal</b>	<u>3,016</u>
 <b>Donations Reported to BOS by Other Departments <sup>1</sup></b>	
Animal Shelter	
<i>BOS Agenda # 22-2298 1/10/2023</i>	1,260
HHSA - Children's Trust Fund	
<i>BOS Agenda # 23-0210 2/7/2023</i>	12,500
County Library	
<i>BOS Agenda # 22-2302 1/10/2023</i>	25,000
<i>BOS Agenda # 23-0280 2/28/2023</i>	3,400
<b>Subtotal</b>	<u>42,160</u>
 <b>Donations to be Reported to BOS by Other Departments <sup>1</sup></b>	
HHSA Children's Trust	585
Library	3,585
<b>Subtotal</b>	<u>4,170</u>
<b>Total Quarterly Cash Donations Reported</b>	<u><u>\$ 49,346</u></u>
 <b>Non-Cash Donations Reported to the Board or Auditor-Controller's Office <sup>2</sup></b>	
Animal Shelter - Gift Cards	
<i>BOS Agenda # 23-0420 3/28/2023</i>	\$ 3,751
<b>Subtotal</b>	<u>3,751</u>
<b>Total Quarterly Non-Cash Donations Reported</b>	<u><u>\$ 3,751</u></u>
 <b>Total Quarterly Donations Reported to Auditor-Controller</b>	 <u><u>\$ 53,097</u></u>

<sup>1</sup> Amounts exceeded \$1,000 or Departments subject to quarterly reporting to BOS.

<sup>2</sup> Based on Estimated Fair Market Value



# 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:** 5/16/2023

**File ID #:** 23-0751

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Paul Phangureh - Internal Audit Manager  
**SUBJECT:** Internal Audit Report - County of Napa County-Wide Audit of Procurement Card (P-Card) Program for the period of July 1, 2022 - December 31, 2022

### **RECOMMENDATION**

Auditor-Controller requests the Board to accept, and instruct the Clerk of the Board to file, the internal audit report for County of Napa County-Wide Audit of Procurement Card (P-Card) Program for the period of July 1, 2022 - December 31, 2022.

### **EXECUTIVE SUMMARY**

The primary objectives of this engagement were to review Napa County's Procurement Card usage for compliance with the County's P-Card Procedures, as approved by the Board of Supervisors in 2015, and to evaluate the administration of the Program for adequate internal controls. To accomplish our objectives, we reviewed a sample of the P-Card purchases and related documentation files to ensure card holders' compliance with current procedures, and to determine if adequate internal controls are in place and operating as designed. Based on our audit, we believe that overall P-Card usage does comply with the County's P-Card procedures and the administration of the P-Card Program has adequate internal controls. However, we did note three observations and provided recommendations for improvement.

### **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**

CAL-Card is the registered name of the State of California's Purchase Card Program. CAL-Card is a VISA purchase card provided by a State of California leveraged procurement agreement (LPA) and offered to participating state local government agencies. CAL-Card provides a flexible payment mechanism for the

acquisition of goods and services with flexible spending limits and merchant category codes (MCC) for each card. Cards are issued in the name of the cardholder and billed to the agency.

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

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

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary for accomplishing the County's goals and objectives of automation and streamlining processes. The P-Card itself is issued to individual employees, who have been designated by the County and may only use it for the type of purchases authorized by the Board of Supervisors. Several unique controls have been developed for the P-Card Program to ensure that P-Cards can be used only for specific categories of purchases (i.e. MCC) and within specific dollar limits. Through U.S. Bank, there are enhanced controls and data reporting tools available that enables the County to streamline the traditional paper and labor-intensive procurement process. The P-Card Program allows the County to efficiently purchase authorized items directly without the necessity of preparing individual purchase requisitions and processing individual receiving reports for each transaction.

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

For the Period of July 1, 2022 – December 31, 2022

Report Date: April 6, 2023

County of Napa

Auditor-Controller

Internal Audit Report



A Tradition of Stewardship  
A Commitment to Service

Tracy A. Schulze, CPA  
Auditor-Controller



## Table of Contents

	<u>Page</u>
Executive Summary .....	1
Background and Authority.....	2
Objectives and Scope .....	3
Procedures.....	3
Results .....	4
Conclusion .....	4
Exhibit A – Top Spending by Merchant Category .....	8
Exhibit B – Top 10 Merchants.....	9
Exhibit C – Top Spending by Division.....	10

## Internal Audit Team

Paul Phangureh, CPA, CIA, CGAP      Internal Audit Manager

Susan MacDonald                      Staff Auditor



A Tradition of Stewardship  
A Commitment to Service

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

Main: (707) 253-4551  
Fax: (707) 226-9065  
[www.countyofnapa.org](http://www.countyofnapa.org)

**Tracy A. Schulze**  
Auditor-Controller

April 6, 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 county-wide audit of Napa County's Procurement Card (P-Card) Program for the period of July 1, 2022 to December 31, 2022.

We conducted our audit 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 primary objectives of this engagement were to review Napa County's Procurement Card usage for compliance with the County's P-Card Procedures, as approved by the Board of Supervisors in 2015, and to evaluate the administration of the Program for adequate internal controls. To accomplish our objectives, we reviewed a sample of the P-Card purchases and related documentation files to ensure card holders' compliance with current procedures, and to determine if adequate internal controls are in place and operating as designed. Based on our audit, we believe that overall P-Card usage does comply with the County's P-Card procedures and the administration of the P-Card Program has adequate internal controls. However, we did note three observations and provided recommendations for improvement.

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

Sincerely,

A handwritten signature in blue ink that reads "Tracy A. Schulze".

Tracy A. Schulze, CPA  
Auditor-Controller

**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**Background and Authority**

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

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

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

The P-Card Program is intended to facilitate the acquisition of goods and travel-related services necessary for accomplishing the County's goals and objectives of automation and streamlining processes. The P-Card itself is issued to individual employees, who have been designated by the County and may only use it for the type of purchases authorized by the Board of Supervisors. Several unique controls have been developed for the P-Card Program to ensure that P-Cards can be used only for specific categories of purchases (i.e., MCC) and within specific dollar limits. Through U.S. Bank, there are enhanced controls and data reporting tools available that enable the County to streamline the traditional paper and labor-intensive procurement process. The P-Card Program allows the County to efficiently purchase authorized items directly without the necessity of preparing individual purchase requisitions and processing individual receiving reports for each transaction.



**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**Objectives and Scope**

The primary objectives of this engagement were to review Procurement Card usage for compliance with the County's P-Card Procedures and to evaluate the administration of the P-Card Program for adequate internal controls. The scope included a review of P-Card transactions and related document files for the period of July 1, 2022 – December 31, 2022.

**Procedures**

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

- Interviewed Accounting Staff and Purchasing Manager to evaluate the administration of the P-Card Program.
- Reviewed the County's Procurement Card Procedures
- Conducted a walk-through of P-Card transactions to identify any changes in key controls.
- Reviewed P-Card holders' profiles within the US Bank system to ensure spending and merchant category codes, including limits, were properly supported and authorized.
- Verified P-Cards were properly terminated or placed on hold, if applicable.
- Reviewed declined P-Card purchase transactions to ensure controls were functioning properly
- On a sample basis, reviewed P-Card expenditures to ensure compliance with the County's P-Card Procedures.

**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**Results**

As of December 31, 2022, there were 17 active P-Cards utilized by County employees, including four new cardholders added between July 1, 2022, and December 31, 2022. No P-Cards were terminated or placed on hold.

We found that 199 transactions had been declined over the period July 1, 2022 to December 31, 2022. We noted that 70% of the declined transactions were due to cardholders attempting to make purchases without having the proper merchant category codes assigned to their P-Card profile.

We tested 40 P-Card expenditures and verified that they were in compliance with the County's P-Card Procedures.

Per US Bank reports, there were 870 approved transactions for the six-month period totaling \$255,235, with an average transaction amount of \$293. A detailed breakdown of the overall spending is provided in the Top Spending by Merchant Category (**Exhibit A**). The largest volume of expenditures was for travel, lodging and training, as shown in the Top 10 Merchants chart (**Exhibit B**). Additionally, we included a breakdown of spending per division (**Exhibit C**).

**Conclusion**

We reviewed a sample of the P-Card purchases and related documentation files to ensure cardholders' compliance with current policies and procedures, and to determine if adequate internal controls are in place and operating as designed. Based on our audit, we believe that overall P-Card usage does comply with County's Procedures and the administration of the P-Card Program has adequate internal controls. However, we did note three observations and provide recommendations for improvement.

**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**1. Updates needed to the Procurement Card Program Procedures**

**Observation**

We found several sections in the Procurement Card Procedures that require updates to reflect the change in process for when the County moved from PeopleSoft to Tyler-Munis financials in 2021. Some of the sections include the following:

- *Section 4.4 – Transaction List Report* (i.e., how monthly reconciliations are now completed in Tyler-Munis as compared to delivering signed copies of the statements and receipts to accounts payable section to be entered into PeopleSoft)
- *Section 5 – Approving Manager* (i.e., completed now electronically in workflow)

The procedures in these sections discuss how cardholders are to reconcile their monthly statements, obtain approvals, and meet filing deadlines.

**Recommendation**

We recommend that the Auditor-Controller work with accounts payable and the P-Card Program Coordinator to revise the County's Procurement Card Procedures, specifically as they relate to Tyler-Munis processes, and submit the revised procedures to the Board of Supervisors for approval.

**Management's Response**

Auditor-Controller agrees with this recommendation and has been working with the P-Card Program Coordinator the past couple of years to implement and fine-tune the new Tyler-Munis process. We will make updating the P-Card Procedures a priority, pending staffing resources available as we are continuing to implement and train all users on the new system.



**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**2. Monthly reconciliations are not submitted timely**

**Observation**

Procurement Card Procedures require that the billing official (or cardholder) must complete the reconciliation and attach all required documentation within 5 working days of receipt of the monthly statement. The department is then given an additional 5 working days to have the approving manager review and approve all transactions.

*Procedure 6.3.3 - Submit to Auditor-Controller for Payment* requires that the completed report and documentation, and management approval, be submitted to accounts payable within 15 days of the end of the billing cycle.

During this review, we found two departments that were more than 30 days delinquent in submitting their approved reconciliations. A discussion with accounts payable indicated similar delinquencies from multiple departments becoming an issue in trying to close out the monthly statement and invoice from US Bank prior to the close of the next billing cycle.

**Recommendation**

We recommend that a notification of non-compliance with Procurement Card Procedures, *Section 6-3.3 - Submit to Auditor-Controller for Payment*, be sent to the approving manager by the Auditor-Controller when approved reconciliations have not been received within the 15 days from the end of the billing cycle.

**Management's Response**

Auditor-Controller agrees with this recommendation and will implement this change within the next six months.

**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**3. Some card users have repeated declined transactions**

**Observation**

In a review of the US Bank Declined Transactions Report, we found that 199 transactions had been declined over the period July 1, 2022 to December 31, 2022. We noted that 70% of the declined transactions were due to cardholders attempting to make purchases without having the proper merchant category codes assigned to their P-Card profile. The other 30% of declined transactions were largely due to US Bank preventing potential external data breaches or fraud and cardholders attempting purchases that exceed their overall or single transaction limits.

One cardholder had 30 transactions declined during this review period, and 51 declined during the previous review period. A discussion with the cardholder found that most of the transaction attempts were due to not having the appropriate MCC assigned to their P-Card profile.

**Recommendation**

We recommend that cardholders review their declined transactions report monthly and request MCCs if not appropriately assigned, and report any unauthorized usage, or attempted usage, to the Program Coordinator in a timely manner.

We also recommend that the Program Coordinator review card security requirements with cardholders who have a large volume of declined transactions to ensure they are following *Section 1-3.1 – Individual Card Holders* of the Procurement Card Procedures for cardholders' responsibilities.

**Management's Response**

The Program Coordinator agrees with the recommendations and will work with cardholders and US Bank for ways to better identify declined transactions. Currently cardholders do not have access to the section of the reporting tool that shows declined transactions. Cardholder security requirements, specifically Section 1-3.1 of the Procurement Card Procedures, are reviewed with all new cardholders and again during the required biennial training. The Program Coordinator committed to providing a spreadsheet to cardholders during the recent biennial training which shows the MCCs currently assigned to their card accounts if they are not able to access the information via US Bank; and will work with US Bank in an attempt to identify efficient methods for cardholders to access their own information.

**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**Exhibit A**  
**Top Spending by Merchant Category**

<u>Merchant Category</u>	<u>Total Amount Spent</u>	<u>Percentage</u>
Hotels <sup>1</sup>	\$85,969	33.69%
Business Expense <sup>2</sup>	48,781	19.11%
Office Services <sup>3</sup>	26,910	10.54%
Airline <sup>4</sup>	24,714	9.68%
Wholesale Trade <sup>5</sup>	24,065	9.43%
Restaurants <sup>6</sup>	17,078	6.69%
Other <sup>7</sup>	16,443	6.44%
Conferences & Train <sup>8</sup>	6,104	2.39%
Office Supplies <sup>9</sup>	3,997	1.57%
Other Travel <sup>10</sup>	816	0.32%
Vehicle Expense <sup>11</sup>	240	0.09%
Mail/Telephone <sup>12</sup>	118	0.05%
<b>Total</b>	<b>\$255,235</b>	<b>100.00%</b>

<sup>1</sup> Hotels for Conferences and Trainings

<sup>2</sup> Memberships, Cable Services, Charitable and Social Services, Education and Trade School Expenses, Political Organizations

<sup>3</sup> Advertising, Information Retrieval Services, Employment Agencies, Continuity Subscriptions

<sup>4</sup> Flights to Attend Conferences and Trainings

<sup>5</sup> Discount Stores (Wal-Mart, Costco), Wholesale Books and Magazines, Office Supplies

<sup>6</sup> Restaurants (i.e., Shelter Meals)

<sup>7</sup> Artists Supply and Crafts, DropBox Services, Theaters, Domain Hosting

<sup>8</sup> Conferences and Training

<sup>9</sup> Stationery Stores/Supplies, Computer Software Stores

<sup>10</sup> Trains and Ground Transportation

<sup>11</sup> Tolls and Bridge Fees

<sup>12</sup> Office Depot Mail/Phone



**County-Wide Audit**  
**Procurement Card (P-Card) Program**  
**For the Period of July 1, 2022 – December 31, 2022**

**Exhibit B**  
**Top 10 Merchants**

<u>Merchant Name</u>	<u>Total Amount Spent</u>	<u>Percentage</u>
Southwest Airlines <sup>1</sup>	\$10,789	17.64%
United Airlines <sup>1</sup>	8,812	14.40%
The Westin <sup>5</sup>	7,161	11.71%
Black Bear Diner Napa <sup>4</sup>	7,095	11.60%
California District Attorneys Association <sup>3</sup>	5,177	8.46%
Renaissance Hotels <sup>5</sup>	4,765	7.79%
California State Association of Counties <sup>2</sup>	4,550	7.44%
California Narcotic Officers' Association <sup>3</sup>	4,410	7.21%
Wal-Mart <sup>6</sup>	4,350	7.11%
Occupational Safety and Health Administration Training <sup>3</sup>	4,065	6.64%
<b>Total</b>	<b>\$61,174</b>	<b>100.00%</b>

<sup>1</sup> Flights for Conferences

<sup>2</sup> Membership / Political / Government Organization

<sup>3</sup> Education, Training, Conferences

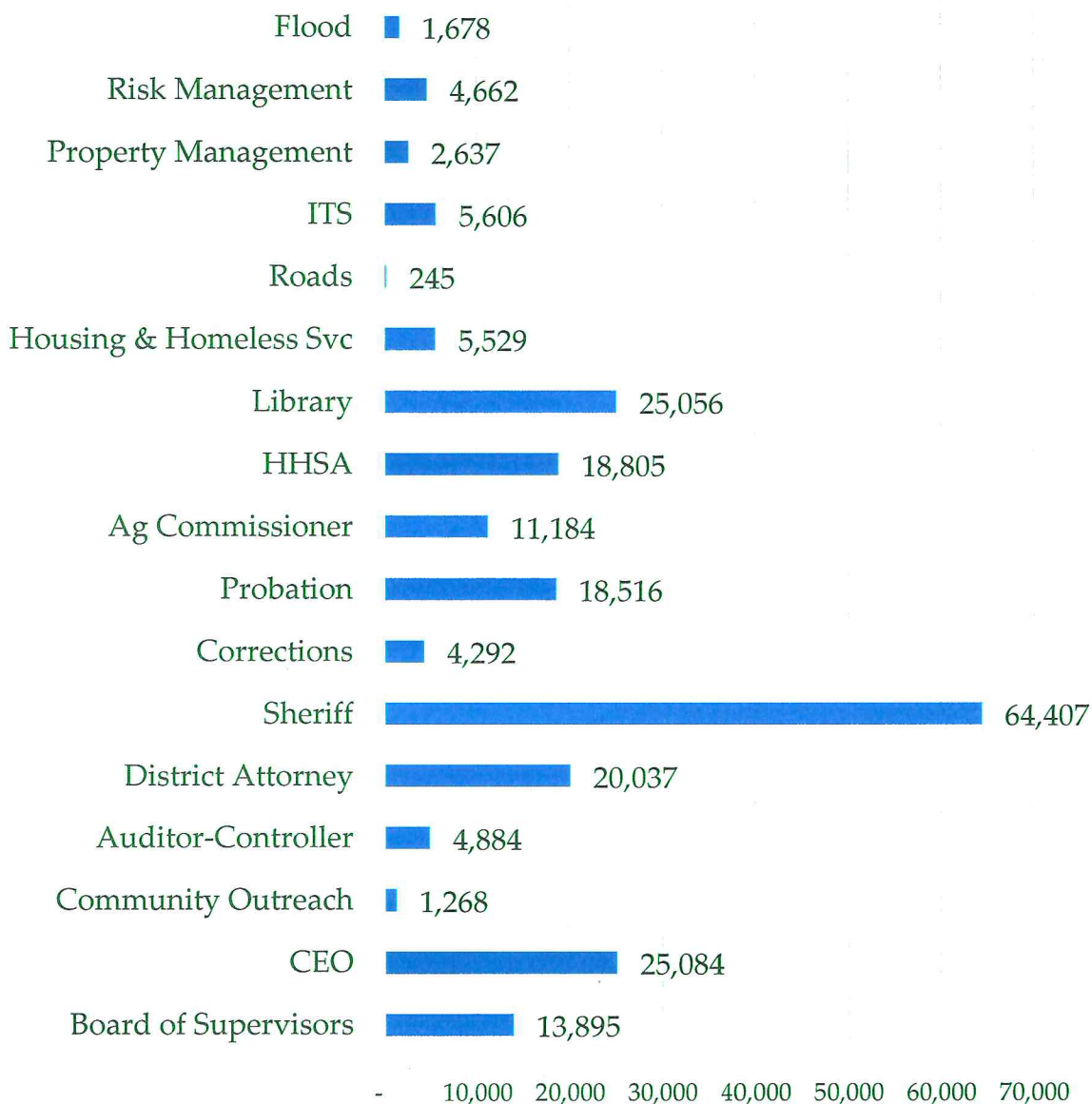
<sup>4</sup> Restaurants/Eating (i.e., Shelter Meals)

<sup>5</sup> Hotel for conferences and training

<sup>6</sup> Grocery Stores / Gift Certificates (i.e., Housing and Public Health)

**County-Wide Audit  
Procurement Card (P-Card) Program  
For the Period of July 1, 2022 – December 31, 2022**

**Exhibit C  
Top Spending by Division  
July 1, 2022 - December 31, 2022**



Source: US Bank

**Note:** Data covers paid (converted) P-Card charges, which totaled \$227,235; remaining outstanding balance due to US Bank totaled \$27,450 as of January 2023.



# 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:** 5/16/2023

**File ID #:** 23-0753

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Raymond Francis - Accountant-Auditor I  
**SUBJECT:** Authorization for the Auditor-Controller to deny state assessed unitary property tax refund claim for Tax Year 2018-19

### **RECOMMENDATION**

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 799-000-161-XXX (one Utility property), pursuant to Revenue and Taxation Code Section 100 and Section 5096.

### **EXECUTIVE SUMMARY**

Auditor-Controller is required to calculate the tax rate necessary for the timely and accurate billing of property tax in Napa County. The California Constitution Articles XIII and XIII A and Revenue and Taxation Code direct the counties on the property tax process, including state assessed unitary property. The Auditor-Controller's Office has received one property tax refund claim from a unitary property owner (one Utility company) for paid 2018-19 tax. The property owner's claim states the unitary property tax rate is in excess of the rate allowed by the California Constitution, and have requested a refund of \$3,141,828 plus interest, attorney fees and other costs.

The Auditor-Controller's Office has followed all the requirements of Revenue and Taxation Code Section 100 directing the establishment and calculation of the unitary tax rate for tax year 2018-19. The unitary tax rate process has been previously audited by the State Controller's Office and deemed calculated in compliance with State law. The Auditor-Controller is requesting the Board's authorization to deny the claim.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	If further claims for other tax years are received, there would be similar reductions to property tax revenue for those years.



Consequences if not approved: Napa County is required to tax all state assessed property as set out in Revenue and Tax Code 100. If the requirements are not followed, the County will not be in compliance.

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 California, the California Constitution and Revenue and Taxation Code legislate property tax. Under Article XIII, Section 1 (a) all property is taxable. Under Section 19 the state Board of Equalization is required to annually assess property owned or used by telegraph or telephone companies. This property shall be subject to taxation to the same extent and in the same manner as other property. Article XIII A Section 1 (a) states the maximum amount of any ad valorem tax on real property shall not exceed one percent (1%) of the full cash value of such property. The one percent (1%) tax to be collected by the counties and apportioned according to law to the districts within the counties. Section 1 (b) states the limitation provided for subdivision (a) shall not apply to ad valorem taxes or special assessment to pay the interest and redemption charges on any of the listed voter approved debt, such as school bonds. Revenue and Taxation Code Section 723 and 723.1 instructs the state Board of Equalization regarding valuing property and defines certain state assessed properties as "unitary property" and "nonunitary property". Revenue and Taxation Code Section 100 instructs the County how the values and revenues for unitary property shall be allocated. Section 100 (a) requires the County to establish one countywide tax rate area. The assessed value of all unitary and operating nonunitary property shall be assigned to this tax rate area. No other property shall be assigned to this tax rate area. Section 100 (b) requires property assigned to the tax rate area created by subdivision (a) to be taxed for the counties ad valorem tax levies at a rate as proscribed by a set formula.

The claimants have challenged the state requirements and stated they are entitled to a refund of a portion of their paid 2018-19 unitary tax plus interest, attorney fees and other costs, on the grounds the tax was erroneously or illegally collected, or illegally assessed or levied, and gave the following reasons:

- a. The property tax rate applied to compute claimant's property tax was in excess of the rate applied in the same year to the property in the county assessed by the assessor of Napa County in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*.
- b. The property tax rate applied to compute claimants' property tax exceeded the rate allowed by Article XIII A, section 1 of the California Constitution.

In consultation with County Counsel, the Auditor-Controller's Office has reviewed the claim and the audited County practices for unitary taxation. Napa County follows the requirements of Revenue and Taxation Code Section 100 for the calculation of the unitary tax rate. Therefore, the Auditor-Controller has determined that no refund is allowable to the property owner and requests the Board to instruct the Auditor-Controller's Office to deny the claim.





***Pacific Gas and  
Electric Company***

Vice President, CFO, and Controller  
300 Lakeside Drive  
Oakland, CA 94612

RECEIVED

APR 10 2023

NAPA COUNTY  
EXECUTIVE OFFICE

By Certified U.S. Mail, Return Receipt Requested:  
**7022 2410 0001 9154 7641**

April 5, 2023

Clerk of the Board of Supervisors  
County of Napa  
1195 Third Street, Suite 310  
Napa, CA 94559

Re: Claim for Refund of Property Taxes Paid  
Claimant: Pacific Gas and Electric Company  
Tax Year: 2018-2019  
Assessment #: 799-000-161-000

To the Clerk of the Board of Supervisors of the County of Napa:

Pacific Gas and Electric Company hereby claims a refund of property taxes paid, pursuant to Division 1, Part 9, Chapter 5, Article 1 of the California Revenue and Taxation Code sections 5096 and 5097, et seq., erroneously and illegally assessed against Claimant by the County of Napa, California for Tax Year 2018-2019, and erroneously and illegally collected from Claimant by the County Tax Collector for that Tax Year.

Claimant requests that an order of the Board of Supervisors be issued directing the proper officials of the County of Napa to refund to Claimant the sum of \$3,141,828 for property taxes levied on and paid by Claimant to the Napa County Tax Collector for Tax Year 2018-2019, including interest thereon and attorney's fees and costs as required by law, statute, or rule.

In support of this Claim for Refund, Claimant states:

1. Claimant is and at all times herein mentioned was a corporation duly organized and existing under the laws of the State of California, with its principal place of business located at 300 Lakeside Drive, Oakland, California.


2. For Tax Year 2018-2019, the California State Board of Equalization determined the assessed value of Claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and of Revenue and Taxation Code section 721. Pursuant to its authority under Revenue and Taxation Code section 756, the State Board of Equalization transmitted assessment roll values showing Claimant's unitary and nonoperating property in the County of Napa. On the basis of this assessment, unitary taxes were calculated and levied on Claimant's property in the County of Napa for the Tax Year 2018-2019 in the sum of \$6,504,392.50 (Exhibit 1). Claimant paid these taxes in full on or about December 10, 2018 and April 10, 2019 (Exhibit 2).
3. Claimant is entitled to a refund of a portion of these taxes in the amount of \$3,141,828, plus appropriate interest, on grounds that such taxes were illegally assessed and levied, and/or erroneously and illegally collected, for the following reasons:
  - a. The property tax rate used to compute Claimant's property taxes for Tax Year 2018-2019 exceeded the rate applied in the same Tax Year to other locally-assessed property in the County of Napa in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco*, 37 Cal. 3d 859 (1985).
  - b. The property tax assessment against Claimant's property in the County of Napa and the taxes collected on that assessment, which were assessed and collected pursuant to Revenue and Taxation Code section 100(b)(2), violated Article XIII, section 1 of the California Constitution ("Uniformity Clause").
  - c. The property tax assessment against Claimant's property in the County of Napa and the taxes collected on that assessment, which were assessed and collected pursuant to Revenue and Taxation Code section 100(b)(2), violated the Fourteenth Amendment of the United States Constitution ("Equal Protection Clause").
  - d. The taxes collected on Claimant's property in the County of Napa were in excess of the amount permitted under Article XIII A, section 2(a) of the California Constitution ("Proposition 13").

- e. If, in the future, Claimant identifies additional grounds for its Claim for Refund herein, Claimant reserves its right to supplement or amend this Claim for Refund to state additional facts to support such grounds.
- 4. Claimant has duly and timely paid all property taxes assessed and levied by the County of Napa. No refund of the aforementioned taxes, or any part thereof, has been previously paid to Claimant.

If you have questions, please contact Becky Zhu directly by email at [becky.zhu@pge.com](mailto:becky.zhu@pge.com). Please send all correspondence directly to Becky Zhu, Attention: Tax Department, 300 Lakeside Drive, Oakland, California, 94612.

Respectfully submitted,

PACIFIC GAS AND ELECTRIC COMPANY

By:   
Stephanie Williams  
Vice President, Chief Financial Officer  
and Controller



VERIFICATION

STATE OF CALIFORNIA, COUNTY OF NAPA

I, Stephanie Williams, am the Vice President, Chief Financial Officer and Controller for Pacific Gas and Electric Company, Claimant in the foregoing Claim for Refund ("Claim"). I am authorized to make this Verification for and on behalf of Pacific Gas and Electric Company.

I have read the foregoing Claim and know its contents. I am informed and believe, and on that basis allege, that the matters stated in the Claim are true.

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

Executed on (date) 4/5/23, in Danville, California.

  
Stephanie Williams

# EXHIBIT 1

ASMT NUMBER: 799-000-161-000 TAX RATE AREA: 090-000  
FEE NUMBER: 799-000-161-000 ACRES: 0.00  
LOCATION: Map 0117 28 001 Par 03 00000  
LIEN DATE ASSESSEE: PACIFIC GAS & ELECTRIC



PACIFIC GAS & ELECTRIC  
TAX DEPARTMENT, MAIL CODE B12G  
PO BOX 7054  
SAN FRANCISCO CA 94120-7054

000094 0022620

Original bill date 09/06/2018  
PAY TAXES ONLINE: [www.countyofnapa.org/tax](http://www.countyofnapa.org/tax)  
PAY TAXES BY PHONE - Call 1-866-269-2015  
\*\*SUBJECT TO A SERVICE FEE\*\*

2018-2019



### COUNTY VALUES, EXEMPTIONS, AND TAXES

PHONE NUMBER	VALUE DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 = COUNTY TAXES
ADDRESS CHANGE (707) 253-4457	LAND	9,962,933	
AIRCRAFT (707) 253-4485	STRUCTURAL IMPROVEMENTS	271,023,772	
BUSINESS PROP (707) 253-4485	PERSONAL PROPERTY	19,669,322	
EXEMPTION (707) 259-8752			
TAX QUESTION (707) 253-4311			
TAX RATE (707) 253-4577			
VALUATION (707) 259-8740			
VESSEL (707) 253-4457			

NET TAXABLE VALUE 300,656,027 x 1.000000 = \$3,006,560.28

### VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

PHONE NUMBER	TAX CODE	DESCRIPTION	ASSESSED VALUES	X TAX RATE /100 = AGENCY TAXES
(707) 253-4577	00003	UNITARY DEBT SERVICE	300,656,027	1.163400 3,497,832.22

AGENCY TAXES + DIRECT CHARGES + FEES \$3,497,832.22

1ST INSTALLMENT DUE 11/1/2018	2ND INSTALLMENT DUE 2/1/2019	TOTAL TAXES
DELINQUENT AFTER 12/10/2018 \$3,252,196.25	DELINQUENT AFTER 04/10/2019 \$3,252,196.25	\$6,504,392.50

### NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-161-000  
FEE NUMBER: 799-000-161-000  
DESCRIPTION: Map 0117 28 001 Par 03 000000120  
CURRENT OWNER:

PACIFIC GAS & ELECTRIC  
TAX DEPARTMENT, MAIL CODE B12G  
PO BOX 7054  
SAN FRANCISCO CA 94120-7054

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

2nd  
INSTALLMENT

TOTAL AMOUNT DUE 2/1/2019 \$3,252,196.25

AFTER APRIL 10, 2019 ADD 10% PENALTY + \$10 COST CHARGE  
\$325,229.62

TOTAL DELINQUENT INSTALLMENT DUE  
\$3,577,425.87

ADDITIONAL PENALTIES ARE CHARGED  
IF TAXES ARE NOT PAID BY JUNE 30, 2019

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M.  
OR POSTMARKED BY 4/10/2019. LATE PAYMENTS WILL BE  
RETURNED FOR PENALTY.

799000161000020180003252196259200357742587720180

### NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-161-000  
FEE NUMBER: 799-000-161-000  
DESCRIPTION: Map 0117 28 001 Par 03 000000120  
CURRENT OWNER:

PACIFIC GAS & ELECTRIC  
TAX DEPARTMENT, MAIL CODE B12G  
PO BOX 7054

MAKE CHECK PAYABLE TO:  
Napa County Tax Collector  
1195 Third Street Suite 108  
Napa, CA 94559

1st  
INSTALLMENT

THIS AMOUNT DUE 11/1/2018 \$3,252,196.25

258

# EXHIBIT 2



**Pacific Gas and  
Electric Company**

Tax Department  
300 Lakeside Drive  
Oakland, CA 94612

## Tax Year 2018-2019 Property Tax Proof of Payment

*Note: Included below are screen shots of PG&E's accounting system indicating the clearing of the payment made by electronic transfer.*

1<sup>st</sup> Installment: \$3,260,655.20

Vendor	1006461	NAPA COUNTY	G/L Acc	2320000
Company Code	PGE1	1195 THIRD ST RM 108		
Pacific Gas & Electric Co	NAPA		Doc. no.	2150253034

Line Item 1 / Outgoing payment / 25	
Amount	3,260,655.20 USD
Tax Code	

Additional Data	
Bus. Area	
Disc. Amount	0.00 USD
Days/percent	
Blne Date	12/07/2018
Pmnt Block	
Pmnt Method	F Pmnt Meth. Sup.
Clearing	12/07/2018 / 2150253034
Assignment	20181207
Payment Amnt	3,260,655.20 USD
Text	

Document Header: PGE1 Company Code	
Document Type	ZB Pmt Post-Vendor EFT
Doc.Header Text	20181206-ACHF
Reference	
Document Date	12/07/2018
Posting Date	12/07/2018
Currency	USD
Posting period	12 / 2018
Ref. Transactn	BKPF Accounting document
Reference Key	2150253034PGE12018
Log.System	FRI_820
Entered by	BCH_AP_PAYOR
Entry Date	12/06/2018
Time of Entry	00:51:28
TCode	F110
Changed on	
Last update	
Ledger Grp	
Ref.key(head) 1	
Ref.key 2	

2<sup>nd</sup> Installment: \$3,260,655.20

Vendor	1006461	NAPA COUNTY	G/L Acc	2320000
Company Code	PGE1	1195 THIRD ST RM 108		
Pacific Gas & Electric Co	NAPA		Doc. no.	2150062522

Line Item 1 / Outgoing payment / 25	
Amount	3,260,655.20 USD
Tax Code	

Additional Data	
Bus. Area	
Disc. Amount	0.00 USD
Days/percent	
Blne Date	04/09/2019
Pmnt Block	
Pmnt Method	F Pmnt meth.supl.
Clearing	04/09/2019 / 2150062522
Assignment	20190409
Payment Amnt	3,260,655.20 USD
Text	

Document Header: PGE1 Company Code	
Document type	ZB Pmt Post-Vendor EFT
Doc.Header Text	20190408-ACHF
Reference	
Document Date	04/09/2019
Posting Date	04/09/2019
Currency	USD
Posting period	04 / 2019
Ref. Transactn	BKPF Accounting document
Reference Key	2150062522PGE12019
Log System	PRI_820
Entered by	BCH_AP_PAYOR
Entry Date	04/08/2019
Time of Entry	00:51:47
TCode	F110
Changed on	
Last update	
Ledger Grp	
Ref.key(head) 1	
Ref.key 2	



**1-9991**

**CERTIFIED MAIL®**



7022 2410 0001 9154 7641



ZIP 94612 \$ 008.58<sup>0</sup>  
02 4W  
0000377541 APR 06 2023

**Napa County  
Clerk of the Board of Supervisors  
1195 Third Street, Suite 310  
Napa, CA 94559**

RECEIVED

APR 10 2023

NAPA COUNTY  
EXECUTIVE OFFICE

[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:** 5/16/2023

**File ID #:** 23-0765

**TO:** Board of Supervisors  
**FROM:** Tracy Schulze - Auditor-Controller  
**REPORT BY:** Paul Phangureh - Internal Audit Manager  
**SUBJECT:** Napa Valley Tourism Improvement District Annual Report for Fiscal Year 2021-22

### **RECOMMENDATION**

Auditor-Controller requests the Board accept, and instruct the Clerk of the Board to file, the Napa Valley Tourism Improvement District Annual Report for the fiscal year ended June 30, 2022.

### **EXECUTIVE SUMMARY**

The Internal Audit section of the Napa County Auditor-Controller's Office has performed a review of the Napa Valley Tourism Improvement District funds for the period of July 1, 2021 - June 30, 2022. As a result of our annual review, we found exceptions which are noted throughout the attached report. However, we are still confident that the overall administration of the Tourism Improvement District funds throughout the reporting jurisdictions is effective and in accordance with the requirements outlined in the Management District Plan.

### **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 Valley Destination Council (NVDC), realizing the need for improved marketing and tourist serving programs, formed a Tourism Improvement District (TID) as the best mechanism for funding those vital programs. In accordance with the Property and Business Improvement District Law of 1994 (Streets and Highways code 36600 et seq.), Napa County formed the Napa Valley Tourism Improvement District (NVTID) on June 15, 2010. The NVTID was initially established for a five (5) year period commencing July 1, 2010. On June 16, 2015 it was renewed for an additional ten (10) years.

The NVTID includes all lodging businesses (i.e., hotels, motels, inns, or any other structure or portion thereof occupied, intended, or designed for occupancy by transients as defined in the jurisdiction's municipal/county code), located within the cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the unincorporated areas of Napa County. The NVTID does not include vacation rentals, campgrounds, or traditional space-rental only RV parks. The NVTID is responsible for levying a 2.0% assessment on gross short-term room rent (stays of 30 days or less) on all lodging businesses defined above. The city and county tax collectors are responsible for the collection of the assessment on a monthly or quarterly basis. In accordance with the Management District Plan (Plan), the tax collectors are required to forward 74% of the assessment collected to Napa County on behalf of the County-wide District. The remaining funds are to be retained by each jurisdiction for tourism related expenditures in accordance with the Plan, with 25% restricted to their local governing committees and 1% to offset the tax collectors for their services in collection and forwarding the assessment funds.

The Internal Audit section of the Napa County Auditor-Controller's Office has completed a review of the Napa Valley Tourism Improvement District funds for July 1, 2021 through June 30, 2022. The objectives of this review were to assess whether Tourism Improvement District funds were administered consistently throughout the County and verify that funds were collected, distributed, and spent in accordance with the Management District Plan.

The attached report from the Auditor-Controller includes the following:

Appendix A - Schedule of Tourism Improvement District Assessment Collections

Appendix B - Procedures and Results (Local Jurisdictions)

Appendix C - Procedures and Results (Visit Napa Valley)

Appendix D - Summary of Exceptions

We appreciate the assistance, partnership, and cooperation of the County, City/Town and Visit Napa Valley staff.

Napa County

Auditor-Controller

Internal Audit Report

# Napa Valley Tourism Improvement District Annual Review Tourism Improvement District Funds

For Fiscal Year Ended June 30, 2022

Report Date: April 26, 2023



Tracy A. Schulze, CPA  
Auditor-Controller

A Tradition of Stewardship  
A Commitment to Service

## Table of Contents

	<u>Page</u>
Executive Summary .....	1
Appendix A – Schedule of TID Assessment Collections.....	2
Appendix B – Procedures and Results.....	3
Appendix C – Procedures and Results (Visit Napa Valley) .....	9
Appendix D – Summary of Exceptions .....	10

## Engagement Team

Paul Phangureh, CPA, CIA, CGAP	Accountant-Auditor Manager
Kaitlin Ager	Principal Grant Compliance Auditor
Susan MacDonald	Accountant-Auditor I



A Tradition of Stewardship  
A Commitment to Service

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

Main: (707) 253-4551  
Fax: (707) 226-9065  
[www.countyofnapa.org](http://www.countyofnapa.org)

**Tracy A. Schulze**  
Auditor-Controller

April 26, 2023

Board of Supervisors  
Napa, CA

### Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed an annual review of the Napa Valley Tourism Improvement District (NVTID) funds for fiscal year ended June 30, 2022. The objectives of this review were to assess whether Tourism Improvement District (TID) funds were administered consistently throughout the County and verify that the funds were collected, distributed, and spent in accordance with the Management District Plan.

As a result of our annual review, we found exceptions which are noted throughout the report. However, we are still confident that the overall administration of the Tourism Improvement District funds throughout the reporting jurisdictions is effective and in accordance with the requirements outlined in the Management District Plan.

The following appendices provide additional information from our review:

Appendix A – Schedule of Tourism Improvement District Assessment Collections

Appendix B – Procedures and Results (Local Jurisdictions)

Appendix C – Procedures and Results (Visit Napa Valley)

Appendix D – Summary of Exceptions

Except for the City of Calistoga, each local jurisdiction's annual and financial reports are available upon request.

Sincerely,

A handwritten signature in blue ink, reading "Tracy A. Schulze".

Tracy A. Schulze, CPA  
Auditor-Controller



**Annual Review**  
**Napa Valley Tourism Improvement District**  
**For Fiscal Year Ended June 30, 2022**

**Appendix A**

**Schedule of Tourism Improvement District Assessment Collections**

<b>Napa County - NVTID Funds</b>	<b>District 74%</b>	<b>Local Share 25%</b>	<b>Admin 1%</b>	<b>Total 100%</b>
City of American Canyon	\$ 195,144	\$ 66,061	\$ 2,503	\$ 263,708
City of Calistoga	1,449,528		<b>Note 1</b>	
Unincorporated Napa County	1,688,969	575,830	22,477	2,287,276
City of Napa	3,384,354	1,143,364	45,734	4,573,452
City of St. Helena	511,109	172,296	6,973	690,378
Town of Yountville	1,209,223	408,521	16,341	1,634,085
<b>Total TID Assessment Collections</b>	<b>\$ 8,438,327</b>	<b>\$ 2,366,072</b>	<b>\$ 94,028</b>	<b>\$ 9,448,899</b>
Less: accounting fees	(8,264)			
Less: timing and rounding variances	(181,605)	<b>Note 2</b>		
Add: interest	2,064			
<b>Total TID Assessment Collections</b>	<b>\$ 8,250,522</b>			

**Note 1:** Data is unavailable as supporting documentation was not provided by respective cities in time to complete this annual review as of the date of this report (April 26, 2023).

**Note 2:** Most of this variance is due to a large payment made by one jurisdiction with a check date of September 30, 2022. The jurisdiction was able to record the assessment on their fiscal year 2021-22 general ledger, but the County received the remittance after its revenue recognition period and therefore was recorded as fiscal year 2022-23 revenue.

**Annual Review**  
**Napa Valley Tourism Improvement District**  
**For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)**

- A. Obtain TID Annual Report from each local jurisdiction for fiscal year 2021-22. This report provides a full accounting of Tourism Improvement District (TID) funds and includes a summary of how they were spent during the fiscal year.
- Review the report and verify accuracy by tracing to the general ledger and other supporting documentation.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – *Exception:* No support was provided by local jurisdiction or Local Governing Committee as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.

**Annual Review**  
**Napa Valley Tourism Improvement District**  
**For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)**  
**(Continued)**

- B. Obtain TID Financial Reporting Form from each local jurisdiction for fiscal year 2021-22. This form recalculates expected TID assessment based on Transient Occupancy Tax (TOT) reported in the Annual Comprehensive Financial Report.
- Review the form and investigate variances between actual and expected TID greater than 1%.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – **Exception:** No support was provided by local jurisdiction or Local Governing Committee as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception was noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.

**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)  
(Continued)**

- Calculate 74% of the expected assessment and compare to what was remitted to the Napa County Auditor-Controller's Office. Investigate variances greater than 1%.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – ***Exception:*** No support was provided by local jurisdiction as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.

**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)  
(Continued)**

- Calculate the 1% treasurer administrative allowance of the expected assessment and compare to what was retained by the jurisdiction in accordance with the Management District Plan. Investigate variances greater than \$500.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – **Exception:** No support was provided by local jurisdiction as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.



**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)  
(Continued)**

- C. Obtain a detail of the portion of the assessment retained by each local jurisdiction for local destination marketing (25%) reconciled to their general ledger and TID Annual Report.
- Review the reconciliation and verify accuracy by tracing to the general ledger and TID Annual Report.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – *Exception:* No support was provided by local jurisdiction or Local Governing Committee as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.

**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix B**

**Procedures and Results (Local Jurisdictions)  
(Continued)**

D. Ensure the expenses were approved in the minutes of the Local Governing Committee.

*Results:*

1. City of American Canyon – No exception noted.
2. City of Calistoga – *Exception:* No support was provided by local jurisdiction or Local Governing Committee as of this report date (April 26, 2023).
3. Unincorporated Napa County – No exception noted.
4. City of Napa – No exception noted.
5. City of St. Helena – No exception noted.
6. Town of Yountville – No exception noted.

**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix C**

**Procedures and Results  
(Visit Napa Valley)**

**Background Information**

For the scope of this review, Napa County contracted with Visit Napa Valley (VNV) and the Napa Valley Tourism Corporation (NVTC) under Professional Services Agreement No. 170218B to provide marketing and tourism serving programs for the valley-wide portion of assessments allocated for that purpose under the Management District Plan. Under the agreement, the County is required to forward to VNV/NVTC 74% of the Napa Valley Tourism Improvement District (NVTID) assessment collected within the unincorporated area of the County and the NVTID assessment funds received from other jurisdictions.

**Procedures and Results**

Obtain the audited financial statements.

- Compare the Napa Valley Tourism Improvement District revenue from Visit Napa Valley's audited financial statements to the records maintained in the Napa County Auditor-Controller's Office. Determine if a variance exists.

*Results:*

No exception noted.

**Annual Review  
Napa Valley Tourism Improvement District  
For Fiscal Year Ended June 30, 2022**

**Appendix D**

**Summary of Exceptions**

**City of Calistoga**

**Observation**

We were unable to complete each of the procedures for City of Calistoga because no support was provided by local jurisdiction or Local Governing Committee as of this report date (April 26, 2023).

**Recommendation**

We recommend the City to submit the report when it becomes available for fiscal year 2021-22. We also recommend a report be submitted for a mid-year review for fiscal year 2022-23 which will cover July - December 2022.

**Management's Response**

No response was provided by City of Calistoga's management as of this report date (April 26, 2023).

Information was requested on the following dates.

- January 31, 2023
- February 22, 2023
- March 30, 2023



# 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:** 5/16/2023

**File ID #:** 23-0834

**TO:** Board of Supervisors  
**FROM:** Sheryl Bratton, County Counsel  
**REPORT BY:** Sherri Kaiser, Chief Deputy County Counsel  
**SUBJECT:** Amendment No. 3 to Agreement No. 210364B with Renne Public Law Group

### **RECOMMENDATION**

County Counsel requests the following (4/5 vote required):

1. Approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 210364B with Renne Public Law Group to increase the maximum compensation from \$450,000 to \$750,000 for fiscal year 2022-2023, after which the maximum compensation will revert to \$275,000 per fiscal year, for the provision of legal services related to wage and hour requirements, code enforcement, juvenile dependency appeals, and other matters as agreed; and
2. Approval of a Budget Transfer, increasing appropriations by \$450,000 in Legal Services for County Counsel (120000-52140) and decreasing Appropriation for Contingency by \$450,000 (1059000-58100).

### **EXECUTIVE SUMMARY**

The County contracted with the law firm of Renne Public Law Group to provide specialized legal services concerning juvenile dependency appeals effective May 1, 2021; entered into a First Amendment on July 15, 2021 to include litigation services in regard to Katina Davis, et al. v. County of Napa, U.S. District Court Case No.3:21-CV-04603-JCSn and other matters as agreed; and entered into the Second Amendment on February 28, 2023, to include litigation services in Napa County v. Hoopes Family Winery Partners, et al., Napa County Superior Court case no. 22CV001262, and increasing the maximum compensation to \$450,000 for fiscal year 2022-2023 only. County Counsel now wishes to increase the maximum compensation to \$750,000 for the current fiscal year only. Additionally, County Counsel is requesting approval of a Budget Transfer in the amount of \$450,000 from Appropriation for Contingency to fund the ongoing cost of active matters under the contract and other legal expenses.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

Renne Public Law Group is available to provide the services requested and has significant expertise in these areas of law.

Is the general fund affected?

Yes

Future fiscal impact:

Funds will be appropriated in future fiscal years as needed.

Consequences if not approved:

Renne Public Law Group is already representing the County in the listed matters. If RPLG ceased their representation and County Counsel provided those services, it would appreciably reduce the amount of time available to represent other clients.

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 County entered into Agreement No. 210364B with the law firm of Renne Public Law Group (RPLG) to provide specialized legal services concerning juvenile dependency appeals. RPLG also has significant experience in civil litigation and has ably represented the County in three previous lawsuits. The firm has specialized expertise in government, land use, labor, juvenile dependency, and constitutional law. The County now seeks to increase the maximum compensation to \$750,000 for Fiscal Year 2022-2023 to fully fund the cost of representation in Napa County v. Hoopes Family Winery, LLC, et al. The existing maximum compensation under the Agreement was increased on February 28, 2023 from \$275,000 per fiscal year to \$450,000 for Fiscal Year 2022-2023. This Third Amendment would increase the maximum compensation to \$750,000 for Fiscal Year 2022-2023 only, which is necessary because the Hoopes matter has been extremely active since Renne Public Law Group assumed representation, and several other ongoing matters are also active. Beginning July 1, 2023, the maximum compensation will revert to \$275,000 per fiscal year. County Counsel is requesting approval of a budget transfer in the amount of \$450,000 from Appropriation for Contingency to fully fund the cost of these matters and other legal expenses for the remainder of Fiscal Year 2022-2023.



**THIRD AMENDMENT  
NAPA COUNTY AGREEMENT NO. 210364B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210364B** is entered into effective as of May 16, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Renne Public Law Group, whose mailing address is 350 Sansome Street, Suite 300, San Francisco, CA 94104, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY retained CONTRACTOR under Agreement No. 210364B (the “Agreement”), effective May 1, 2021, in the area of juvenile dependency appeals; and

**WHEREAS**, the Agreement was amended on July 15, 2021, to include legal representation of the COUNTY in all aspects of the lawsuit *Katina Davis, et al. v. County of Napa*, U.S. District Court Case No. 3:21-CV-04603-JCS, and on other matters as mutually agreed; and to increase the maximum compensation to Two Hundred and Seventy-Five Thousand Dollars (\$275,000) per fiscal year;

**WHEREAS**, the Agreement was further amended on February 28, 2023, to include legal representation of the COUNTY in all aspects of the lawsuit *Napa County v. Hoopes Family Winery Partners, et al.*, Napa Superior Court Case No. 22CV001262; and to increase the maximum compensation for fiscal year 2022-2023 to Four Hundred and Fifty Thousand Dollars \$450,000; and

**WHEREAS**, it is necessary to increase the maximum compensation available under the Agreement for fiscal year 2022-2023 to Seven Hundred and Fifty Thousand Dollars (\$750,000) to enable CONTRACTOR to continue to ably represent COUNTY in the several active matters encompassed by this Agreement;

**TERMS**

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

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

**3. Compensation**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits “A,” “A-1,” and “A-2,” attached and incorporated by reference into the Agreement.

(b) Maximum Amount. Notwithstanding paragraph (a), the maximum payments under this Agreement shall not exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000) per fiscal year; provided however, that for fiscal year 2022-2023, the

maximum payments shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000); and further provided that maximum payment amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Except as provided in (1) above, the provisions of the Agreement shall remain in full force and effect as previously amended and approved.

**IN WITNESS WHEREOF**, this Third Amendment of Napa County Agreement No. 210364B was executed by the parties hereto as of the date first above written.

RENNE PUBLIC LAW GROUP

By \_\_\_\_\_  
[SIGNATORY], Partner

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: <i>Sherri S. Kaiser</i> Chief Deputy County Counsel</p> <p>Date: May 5, 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

## Board Agenda Letter

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

Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0837

**TO:** Board of Supervisors  
**FROM:** Sheryl Bratton - County Counsel  
**REPORT BY:** Erin Cossen - Legal Office Manager  
**SUBJECT:** Amendment No. 2 to Agreement No. 210390B with Rimon P.C.

### **RECOMMENDATION**

County Counsel requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210390B with the law firm of Rimon P.C., increasing the maximum compensation from \$25,000 to \$50,000 per fiscal year for the provision of specialized legal services related to third-party bankruptcy actions. (4/5 vote required)

### **EXECUTIVE SUMMARY**

The County entered into Agreement No. 210390B with Rimon P.C. on April 9, 2021 for the provision of specialized legal services related to third-party bankruptcy actions that could impact County interests, including but not limited to secured and unsecured property taxes. County Counsel and the Treasurer-Tax Collector wish to continuing using Rimon P.C. for these services. The County entered into Amendment 1 to the Agreement, effective as of December 6, 2022 increasing the maximum compensation to \$25,000 per fiscal year and extending the term to June 30, 2024, with two automatic renewals at the end of each fiscal year. It is now necessary to increase the maximum compensation to \$50,000 per fiscal to allow Rimon P.C. to continue to represent the County in these matters.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Treasurer-Tax Collector
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Rimon P.C. provides specialized legal advice to protect the County's interests in third-party bankruptcy proceedings.
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be appropriated in future fiscal years as needed.
Consequences if not approved:	Without representation by this firm, the County would not have the benefit of specialized legal advice related to bankruptcy matters.
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 County previously entered into Agreement No. 210390B, effective as of April 9, 2021, with Rimón P.C., for the provision of specialized legal services related to third-party bankruptcy proceedings that could impact County interests. The Agreement was amended, effective December 6, 2022, increasing the maximum compensation to \$25,000 per fiscal year. It is anticipated that the County will have an ongoing need for these services both in the current fiscal year and in future fiscal years. County Counsel is requesting a second amendment to the Agreement with Rimón P.C., for a new maximum amount of \$50,000 per fiscal year.

**SECOND AMENDMENT  
NAPA COUNTY AGREEMENT NO. 210390B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210390B** is entered into effective as of April 1, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Rimon, P.C, a California Corporation, whose mailing address is 2029 Century Park East, Suite 400N, Los Angeles, CA 90067, hereinafter referred to as “CONTRACTOR.”

**RECITALS**

**WHEREAS**, COUNTY has retained CONTRACTOR under Agreement No. 210390B (the “Agreement”), effective April 9, 2021, in the area of legal representation in third-party bankruptcy actions that could impact County interests, including but not limited to secured and unsecured property taxes; and

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

**WHEREAS**, it is necessary to increase the maximum compensation to cover the ongoing costs of these services.

**TERMS**

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

1. Agreement Paragraph 3, entitled “Compensation,” is hereby amended to read in full as follows:

**“3. Compensation**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B,” attached to the Agreement.

(b) Maximum Amount. Notwithstanding paragraph (a), the maximum payments under this Agreement and amendment shall not exceed Fifty Thousand Dollars (\$50,000) per fiscal year, provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.”

2. All other terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Second Amendment of Napa County Agreement No. 210390B was executed by the parties hereto as of the date first above written.

RIMON, P.C.

By \_\_\_\_\_  
JACQUELYN CHOI, Partner

“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>/s/ Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>May 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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# 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:** 5/16/2023

**File ID #:** 23-0813

**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Becky Craig, Assistant County Executive Officer  
**SUBJECT:** Funding Agreement with California Department of Water Resources

### **RECOMMENDATION**

Interim County Executive Officer requests adoption of a Resolution and approval of and authorization for the Chair to sign Agreement No. 230422B with California Department of Water Resources (DWR), for the County to receive \$9 million for multiple local infrastructure projects.

### **EXECUTIVE SUMMARY**

Adoption of the resolution and approval of this agreement will allow the County to receive state monies for multiple local infrastructure projects. The projects include water infrastructure (LBRID and City of St. Helena), wildfire related needs (County Roads and Napa Communities Firewise Foundation), and support to Napa Valley Boys & Girls Club. The monies will advance all projects to timely completion.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund Central Services Community Grants (\$4M), Roads Fund (\$2M), CIP Fund (\$2M), and Fire Fund (\$1M)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	State assistance for high-priority projects
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The projects will await further funding.
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 State appropriated \$9 million in its fiscal year 2022-23 budget for various projects in Napa County. DWR is tasked with processing the funds and have proposed the attached funding agreement. The document identifies the five projects that will advance with this assistance. The state funds are not enough to pay for all of the projects; the benefitting agencies will need to contribute additional funds to complete them. The project budgets and additional funds needed to complete them are shown in Exhibit B to the Agreement. The monies will be received this fiscal year and projects will be completed before June 30, 2026. The five projects are:

1. Drought Emergency & Water Supply Sustainability: Replace an obsolete and deteriorating water infrastructure for Pope Valley, a rural community of 475 people, to (a) meet the daily needs for potable water, (b) improve the health and safety of the community, and (c) provide adequate flow/pressure for fire suppression.

2. Improve Major Emergency Evacuation Routes from Rural Communities; Repair/Repave Howell Mountain Road and Pope Valley Road: Repair and repave major evacuation routes that serve the communities of Deer Park, Angwin, Pope Valley, and Berryessa Estates, including the following components: a) Repair/Repave Howell Mountain Rd. from its intersection with Deer Park/White Cottage Rds. to its terminus at Pope Valley, and b) Repair/Repave Pope Valley Rd. from its intersection with Howell Mountain Rd. to Aetna Springs Rd.

3. Rutherford Pipeline and Pump Station Improvements Design: Prepare a list of proposed options/scenarios and make recommendations for approval and design of proposed improvements to the 12-inch diameter approximately 20,000 feet long steel Rutherford pipeline, pump station and associated infrastructure that conveys domestic water from the City's turnout on the City of Napa (City) Conn Transmission Main to the City's main distribution system.

4. Boys & Girls Clubs of Napa Valley American Canyon Clubhouse Construction Loan Payoff.

5. The Napa Communities Firewise Foundation (Firewise) Capacity Building and Infrastructure: This project consists of: a) recruit, hire and train staff to build capacity in key functional leadership and delivery areas needed by Firewise to service Napa County communities' wildfire defense, including but not limited to roadside clearing for resident and firefighter safety; b) mapping and creation and maintenance of shaded fuel breaks along strategic dozer lines and access roads; c) expand community building and communication efforts across the Fire Safe Councils in the County.



**NAPA COUNTY RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, AUTHORIZING THE GRANT APPLICATION,  
ACCEPTANCE, AND EXECUTION OF THE FUNDING AGREEMENT  
WITH THE DEPARTMENT OF WATER RESOURCES**

**WHEREAS**, Napa County proposes to implement various water, drought, and other infrastructure projects (“Projects”) using \$9,000,000 allocated to Napa County (“Grant Funds”) in the Budget Act of 2022 as amended by Assembly Bill 179 (Stats. 2022, ch. 249, § 207(e)(1)(C)); and

**WHEREAS**, Napa County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Napa County is applying for the Grant Funds, and intends to execute a funding agreement with the California Department of Water Resources for the Projects;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, as follows:

1. Pursuant and subject to all of the terms and provisions of Budget Act of 2022, the Interim County Executive Officer or designee is hereby authorized and directed to apply for, and take such other actions necessary or appropriate to obtain the Grant Funds from the Department of Water Resources.
2. The Chair of the Napa County Board of Supervisors is hereby authorized to execute the funding agreement with the Department of Water Resources for receipt of the Grant Funds.
3. The Interim County Executive Officer or designee is hereby authorized to represent the Napa County in carrying out the County’s responsibilities under the funding agreement, including certifying disbursement requests on behalf of the County and compliance with applicable state and federal laws, and to submit any required documents, invoices, and reports required to obtain the Grant Funds.

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
held on the 16th 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

By: \_\_\_\_\_

BELIA RAMOS, Chair of the  
Board of Supervisors

<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>May 9, 2023</u> PL Doc. No. 90916</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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**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
NAPA COUNTY**

**AGREEMENT NUMBER 46000xxxxx**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and Napa County, a local government, in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient," which parties do hereby agree as follows:

1. PURPOSE. State shall provide funding from the Budget Act of 2022 (Stats. 2022, ch. 249, § 207) to Funding Recipient to assist in financing the *Water infrastructure and wildfire related needs in the cities of St. Helena and Napa and to support the American Canyon Boys and Girls Club Projects* (Project).
2. TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by the State, through Final Project Completion Report plus three (3) years unless otherwise terminated or amended as provided in this Agreement.
3. FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$9,000,000.
4. DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be used solely to pay Eligible Project Costs.
5. ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs that are not eligible for reimbursement or payment include but are not limited to the following items:
  - A. Purchase of equipment not an integral part of the Project.
  - B. Purchase of water supply not an integral part of the Project.
  - C. Replacement of existing funding sources for ongoing programs.
  - D. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
  - E. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
6. METHOD OF PAYMENT. State will disburse the whole of State funding to Funding Recipient. The Funding Recipient shall submit one or more certified invoices, transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery of a "wet signature." State will notify Funding Recipient, in a timely manner, whenever, upon review of the Invoice(s), State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient shall, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies).



Invoices submitted by Funding Recipient shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice and the time period covered by the invoice.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs incurred during that time period.
  - v. Each invoice shall contain the signature and date via electronic/digital signature system (e.g., DocuSign) of Funding Recipient's Project Representative. The invoice shall be certified and transmitted via electronic/digital signature system (e.g., DocuSign) or, via U.S. mail or Express mail delivery to the State's Project Manager.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources. Any eligible costs for which the Funding Recipient is seeking State funding pursuant to this Agreement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 489-490.)

- 7. DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
  - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations;
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement;
  - C. Failure to operate or maintain Project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.
  - G. Failure to meet any of the requirements set forth in Paragraph 8, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent

via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- a. Declare the funding be immediately repaid at the time of the default.
- b. Terminate the Funding Agreement.
- c. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

8. CONTINUING ELIGIBILITY. Funding Recipient shall meet the following ongoing requirements (as applicable) to remain eligible to receive State funds:
  - A. An urban water supplier that receives state funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Water Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Water Code, § 10608 et seq.).
  - B. An agricultural water supplier receiving state funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code § 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR.
  - C. A surface water diverter receiving state funds shall maintain compliance with diversion reporting requirements as outlined in Part 5.1 of Division 2 of the Water Code.
  - D. Funding Recipient shall maintain continuing eligibility with the current Sustainable Groundwater Management Act (SGMA, Water Code §10720 et seq.) requirements as they come into effect.
  - E. If Funding Recipient is designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, Funding Recipient shall maintain reporting compliance, as required by Water Code §10932 and the CASGEM Program.
  - F. Funding Recipient shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Water. Code, § 12405, et seq.) for data sharing, transparency, documentation, and quality control.
  - G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Funding Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Funding Recipient advance written notice of such termination, allowing the Funding Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
9. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted via DWR's "Grants Review and Tracking System" (GRanTS) or via e-mail. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds.

- A. Annual Progress Reports: Funding Recipient shall submit Annual Progress Reports to meet the State's requirement for disbursement of funds. Annual Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload, or or via e-mail to the State's Project Manager. Annual Progress Reports shall, at a minimum, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Annual Progress Report should be submitted to the State no later than one year after the execution of the Agreement with future reports then due on successive year increments based on the first Annual Progress Report submittal date, with the exception of the final Annual Progress Report which may also serve as the Project Completion Report and can extend beyond a year-long increment to account for Project closeout information.
  - B. Project Completion Report: Funding Recipient shall prepare and submit to State a Project Completion Report, either separately or as part of the final Annual Progress Report. Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of Project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the Project.
10. NOTIFICATION OF STATE. Funding Recipient shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
  - C. The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
11. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing.
- A. Notices may be transmitted by any of the following means:
    - i. By delivery in person.
    - ii. By certified U.S. mail, return receipt requested, postage prepaid.
    - iii. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
    - iv. By electronic means.
  - B. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

12. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: 916-902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Napa County

David Morrison  
Interim County Executive Officer  
1195 Third Street, Suite 310  
Napa CA 94559  
707-253-4805  
[David.Morrison@countyofnapa.org](mailto:David.Morrison@countyofnapa.org)

Direct all inquiries to the Project Manager:

Department of Water Resources

Ted Daum  
Senior Environmental Scientist  
P.O. Box 942836  
Sacramento, CA 94236-0001  
916-902-7800  
[Theodore.daum@water.ca.gov](mailto:Theodore.daum@water.ca.gov)

Napa County

Becky Craig  
Assistant County Executive Officer  
1195 Third Street, Suite 310  
Napa CA 94559  
707-253-4153  
[Becky.Craig@countyofnapa.org](mailto:Becky.Craig@countyofnapa.org)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

13. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – State Audit Document Requirements for Funding Recipients

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

NAPA COUNTY

\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance  
Date \_\_\_\_\_

\_\_\_\_\_  
Belia Ramos  
Chair of the Board of Supervisors  
Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant General Counsel  
Office of the General Counsel  
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>May 8, 2023</u> PL Doc. No. 90816</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**

### **WORK PLAN**

#### **PROJECT: Water infrastructure and wildfire related needs in the cities of St. Helena and Napa and to support the American Canyon Boys and Girls Club Projects**

The Project consists of five subprojects:

**1. Drought Emergency & Water Supply Sustainability.**

Replace an obsolete and deteriorating water infrastructure for Pope Valley, a rural community of 475 people, to (a) meet the daily needs for potable water, (b) improve the health and safety of the community, and (c) provide adequate flow/pressure for fire suppression.

**2. Improve Major Emergency Evacuation Routes from Rural Communities; Repair/Repave Howell Mountain Road and Pope Valley Road.**

Repair and repave major evacuation routes that serve the communities of Deer Park, Angwin, Pope Valley, and Berryessa Estates, including the following components: a) Repair/Repave Howell Mountain Rd. from its intersection with Deer Park/White Cottage Rds. to its terminus at Pope Valley, and b) Repair/Repave Pope Valley Rd. from its intersection with Howell Mountain Rd. to Aetna Springs Rd.

**3. Rutherford Pipeline and Pump Station Improvements Design.**

Prepare a list of proposed options/scenarios and make recommendations for approval and design of proposed improvements to the 12-inch diameter approximately 20,000 feet long steel Rutherford pipeline, pump station and associated infrastructure that conveys domestic water from the City's turnout on the City of Napa (City) Conn Transmission Main to the City's main distribution system.

**4. Boys & Girls Clubs of Napa Valley American Canyon Clubhouse Construction Loan Payoff.**

**5. The Napa Communities Firewise Foundation (Firewise) Capacity Building and Infrastructure.**

This subproject consists of: a) recruit, hire and train staff to build capacity in key functional leadership and delivery areas needed by Firewise to service Napa County communities' wildfire defense, including but not limited to roadside clearing for resident and firefighter safety; b) mapping and creation and maintenance of shaded fuel breaks along strategic dozer lines and access roads; c) expand community building and communication efforts across the Fire Safe Councils in the County.

#### **Budget Category A: Administration**

##### **Task A.1: Agreement Administration**

The Funding Recipient will respond to DWR's reporting and compliance requirements associated with the agreement administration and will coordinate with the Project managers responsible for implementing the Project. The Funding Recipient will be responsible for compiling invoices for submittal to DWR.

#### **Deliverables**

- Annual Invoices and associated backup documentation



### Task A2: Reporting

The Funding Recipient will be responsible for compiling progress reports for submittal to DWR. The Funding Recipient may retain consultants as needed to prepare and submit progress reports and final project completion report, as well as the funding agreement completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

#### **Deliverables**

- Annual Progress Reports
- Final Funding Agreement Completion Report

### **Budget Category B: Permitting and Environmental Documentation**

Identify and obtain required environmental and regulatory permits for the applicable Subprojects.

#### **Deliverables**

- All completed CEQA documents as required
- Legal Challenges Letter
- Copies of permits as required

### **Budget Category C: Planning/Studies and Design**

Work includes preparation of feasibility and final design documents for Subprojects 1, 2, and 3. Feasibility and design documents are not applicable for subprojects 4 and 5.

#### Task C.1: Feasibility Studies

Feasibility studies associated with Subprojects 1, 2, and 3 (as required).

#### **Deliverables:**

- Relevant feasibility studies

#### Task C.2: Design

Final plans and specifications associated with Subprojects 1, 2, and 3 (as required).

#### **Deliverables:**

- 100% Design Plans and Specifications

### **Budget Category D: Project Construction/Implementation**

Following tasks are described in general terms and may vary according to the Elements for each Subproject.

#### Task D.1: Contract Services

This task must comply with the Standard Condition D.10 - Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:** (as applicable)

- Bid documents
- Proof of advertisement
- Award of contract
- Construction contract
- Notice to Proceed

**Task D.2: Construction / Implementation Activities**

Construction activities for various Subproject Elements are outlined below:

(a): Mobilization and Demobilization: Equipment delivery, Stormwater Pollution Prevention Plan BMP installation, Site preparation will include modifications to the sites to allow for construction, site clearing, excavation, grading, paving and site restoration. Demobilization includes surplus materials and equipment removal.

(b): Subproject Elements:

1. Drought Emergency & Water Supply Sustainability — Two groundwater test wells for performance testing and extend existing water supply intake with new pipe, fittings, slotted screen, filter sand, submersible pump, electrical; precast concrete utility building for electrical infrastructure, variable frequency drive pump, and associated instrumentation.
2. Improve Major Emergency Evacuation Routes from Rural Communities and Repair/Repave Howell Mountain Road and Pope Valley Road — Paving and resurfacing includes digouts of failed asphalt areas, Hot Mix Asphalt Overlay, driveway and roadway conforms, new and replaced roadway striping and signage for safety improvements, and survey monument preservation.
3. Rutherford Pipeline and Pump Station Improvements Design — preliminary site investigation to confirm existing utilities and identify potential subproject locations including geotechnical drilling at one or two locations.
4. Boys & Girls Clubs of Napa Valley American Canyon Clubhouse Construction Loan Payoff - Provide a one-time budget allocation in the amount of \$1.1 million dollars to the Boys & Girls Club of Napa Valley to resolve an outstanding loan associated with construction of a Clubhouse located at 60 Benton Way, American Canyon California, 94503 which was issued by Bank of Marin and is currently held with Mechanics Bank.
5. The Napa Communities Firewise Foundation (Firewise) Capacity Building and Infrastructure — roadside clearings; mapping, creation and maintenance of shaded fuel breaks.

**Deliverables** (as applicable)

- Engineer's Certificate
- Subproject narrative
- Subproject completion pictures
- As-builts, as appropriate
- Subproject 4 - Verification of loan payoff (Receipt of payment or equivalent)

**EXHIBIT B**  
**BUDGET**

**PROJECT:** Water infrastructure and wildfire related needs in the cities of St. Helena and Napa and to support the American Canyon Boys and Girls Club Projects

<b>Subproject</b>	<b>State Funds</b>	<b>Agency Cost</b>	<b>Total Project Cost</b>
1. Drought Emergency & Water Supply Sustainability	\$1,400,000	\$ 560,000	\$1,960,000
2. Improve Major Emergency Evacuation Routes from Rural Communities; Repair/Repave Howell Mountain Road and Pope Valley Road	\$4,000,000	\$5,895,000	\$9,895,000
3. Rutherford Pipeline and Pump Station Improvements Design	\$1,500,000	\$ 179,339	\$1,679,339
4. Boys & Girls Clubs of Napa Valley American Canyon Clubhouse Construction Loan Payoff	\$1,100,000	\$3,784,895	\$4,884,895
5. The Napa Communities Firewise Foundation (Firewise) Capacity Building and Infrastructure	\$1,000,000	\$7,400,000	\$8,400,000
<b>Total</b>	<b>\$9,000,000</b>	<b>\$17,819,234</b>	<b>\$26,819,234</b>

**EXHIBIT C**  
**SCHEDULE**

**PROJECT:** Water infrastructure and wildfire related needs in the cities of St. Helena and Napa and to support the American Canyon Boys and Girls Club Projects

<b>Subproject</b>	<b>Start</b>	<b>Finish</b>
1. Drought Emergency & Water Supply Sustainability	07/01/2023	6/30/2026
2. Improve Major Emergency Evacuation Routes from Rural Communities; Repair/Repave Howell Mountain Road and Pope Valley Road	11/28/2022	6/30/2026
3. Rutherford Pipeline and Pump Station Improvements Design	07/01/2023	6/30/2026
4. Boys & Girls Clubs of Napa Valley American Canyon Clubhouse Construction Loan Payoff	10/01/2017	6/30/2026
5. The Napa Communities Firewise Foundation (Firewise) Capacity Building and Infrastructure	01/01/2023	6/30/2026

**EXHIBIT D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Funding Recipient shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the California State Budget Act of 2022 and through an agreement with the State Department of Water Resources." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 7 or take any other action it deems necessary to protect its interests. The Funding Recipient agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to the State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Funding Recipient is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 7.
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Funding Recipient does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.



- D.12. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. Funding Recipient's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of Funding Recipient's drug-free policy statement, and
- ii. Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.

D.16. EASEMENTS: Where the Funding Recipient acquires property in fee title or funds improvements to real property already owned in fee by the Funding Recipient or improved using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Funding Recipient acquires an easement under this Agreement, the Funding Recipient agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.17. FUNDING RECIPIENT'S RESPONSIBILITIES: Funding Recipient and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Funding Recipient shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of the Project within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Funding Recipient shall be responsible for any and all disputes arising out of its

contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Funding Recipient and any other entity concerning responsibility for performance of work.

- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. INDEMNIFICATION: Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.20. INDEPENDENT CAPACITY: Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.21. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.22. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.23. LABOR CODE COMPLIANCE: The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to payment from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.24. MODIFICATION OF OVERALL WORK PLAN: At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

- D.25. **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.
- D.26. **OPINIONS AND DETERMINATIONS:** Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.27. **PERFORMANCE BOND:** Where contractors are used, the Funding Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Funding Recipient in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.28. **PRIORITY HIRING CONSIDERATIONS:** If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.29. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.30. **PROJECT ACCESS:** The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.31. **REMAINING BALANCE:** In the event the Funding Recipient does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Funding Recipient stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.32. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.33. RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.34. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.35. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - B. Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.36. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.37. TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date and repay all funds disbursed pursuant to this Agreement.
- D.38. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 7, the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 7.
- D.39. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.40. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.41. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.42. UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.

- C. Funding Recipient shall, where State funds are not designated as described in (B) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.43. VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.44. WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. **PROGRESS REPORTS**

Progress reports shall generally use the following format. In general, wherever possible please use bulleted format. This format may be modified as necessary to effectively communicate information.

##### PROJECT STATUS

Briefly describe the work performed during the time period covered by the report including but not limited to:

##### PROJECT INFORMATION (as applicable)

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the reporting period (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Identify key issues that need to be resolved

##### COST INFORMATION (as applicable)

- Provide a list showing all project costs incurred during the time period covered by the report by the Funding Recipient and each contractor working on the Project and which of these costs are Eligible Project Costs
- A brief discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Work Plan

##### SCHEDULE INFORMATION (as applicable)

- A schedule showing actual progress verses planned progress
- A brief discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

The Final Annual Report shall contain the following Project completion information and shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

COSTS AND DISPOSITION OF FUNDS – A list of showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure
  - Include all internal and external costs not previously disclosed
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

**EXHIBIT G****STATE AUDIT DOCUMENT REQUIREMENTS FOR FUNDING RECIPIENTS**

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State payment requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Funding Recipient internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of public funds received from the State.
3. A listing of all other funding sources for the Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Funding Recipient and other public agencies as related to the State funded Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State payment, requests and related Funding Agreement budget line items.
3. Payment requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement payment.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Funding Recipient's personnel who provided services charged to the Project

Project Files:

1. All supporting documentation maintained in the Project files.
2. All Funding Agreement related correspondence.



# 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:** 5/16/2023

**File ID #:** 23-0819

**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Jasmine Elo - Management Analyst  
**SUBJECT:** Amendment No.1 to Agreement No. 180086B with Napa County Regional Park and Open Space District

### **RECOMMENDATION**

Interim County Executive Officer requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 180086B for \$1,380,789 with Napa County Regional Park and Open Space District, update reference to the Special Projects Fund to be known as the Community Investment Fund, and adjust the allocation formula to direct 80% to be used for parks and open space operations and planning, effective July 1, 2023.

### **EXECUTIVE SUMMARY**

In 2017, the Board authorized an Agreement with Napa County Regional Park and Open Space District for the term July 1, 2017 through June 30, 2023 to direct 60% of the Special Projects Funds to be used for parks and open space operations and planning.

Approval of today's action will amend the agreement with Napa County Regional Park and Open Space District to recognize the Community Investment Fund as the new fund name and direct 80% to be used for parks and open space to align with revised county policy.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Community Investment Fund 10540
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Requests will be included in future budget development cycles for consideration and approval.
Consequences if not approved:	Resources for parks and open space will not be increased.
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**

In November 2004, Napa County voters approved a 1.5% increase in the Transient Occupancy Tax (TOT) rate charged to visitors renting hotel and motel rooms in the unincorporated area. The increase, from 10.5% to 12%, took effect on January 1, 2005, and was not dedicated to any specific purpose. In FY2005-06, the first full year the additional 1.5% TOT rate was in effect, TOT revenue increased by \$930,000. The Board determined that the receipt of additional discretionary revenue provided an opportunity to consider County investments in projects or programs that were a Board priority. To that end, as part of the FY2005-06 County Budget process, the Board established the Special Projects Fund.

In 2012, the Board authorized the continued funding of the priority areas of the Special Projects Fund through Fiscal Year 2017-18, with 60% funding parks and open space, 20% funding affordable housing programs for hospitality workers and 20% funding arts and culture programs or services.

In August 2017, the Board authorized an Agreement with Napa County Regional Park and Open Space District for the term July 1, 2017 through June 30, 2023 to direct 60% of the Special Projects Funds to be used for parks and open space operations and planning.

In April 2023, the Board amended the Napa County Policy Manual, Part I; Section 8F entitled “Special Projects Fund Allocation Procedures” to eliminate the 20% allocation towards affordable housing and assigned it to parks and open space. The allocation towards arts and culture remained unchanged. The amendment also changed the name of the Special Projects Fund to the Community Investment Fund” to better indicate the purpose of the fund. The amended Community Investment Fund allocation formula is as follows:

- 80% - Parks and Open Space
- 20% - Arts and Culture Programs or Services

Approval of today’s action will recognize the Community Investment Fund as the new name and will direct 80% to be used for parks and open space operations and planning.

**NAPA COUNTY AGREEMENT NO. 180086B**

**NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT  
AGREEMENT N<sup>o</sup>. 23-08**

**GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this First day of July, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California, whose mailing address is 1195 Third Street, Second Floor, Napa, CA 94559 hereinafter referred to as "GRANTEE."

**RECITALS**

**WHEREAS**, COUNTY has Community Investment Fund monies which may be used for any lawful purpose; and

**WHEREAS**, COUNTY approved 80 percent of the Community Investment Fund to be used for parks and open space operations and planning; and

**WHEREAS**, COUNTY and GRANTEE previously entered into County Agreement Number 180086B, with an initial term running from July 1, 2017 to June 30, 2023 which is terminated hereby and replaced with this new Grant Agreement effective July 1, 2023.

**TERMS**

**NOW, THEREFORE**, COUNTY and GRANTEE agree as follows:

**1. Term of the Agreement/Termination.**

(a) Term. The term of this Agreement shall commence on July 1, 2023, and shall expire on June 30, 2028, unless terminated earlier in accordance with subparagraph 1(b), except that the obligations of GRANTEE under Paragraph 2 (Use of Funds), Paragraph 4 (Return of Funds), Paragraph 5 (Reporting), and Paragraph 6 (Maintenance, Inspection, and Retention of Records) shall survive the expiration or early termination date, and Paragraphs 10 (Liability) and 11 (Indemnification) shall continue in full force and effect after said expiration or early termination date as to any liability for acts and omissions occurring during the term of this Agreement. The term of this Agreement shall be automatically renewed on an annual basis at the end of original term (which ends June 30, 2028), under the terms and conditions then in effect, not to exceed five (5) additional years (starting July 1, 2028 and ending June 30, 2033), 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.

(b) Early Termination. This Agreement may be terminated prior to the expiration date by either party for any reason and at any time by giving thirty (30) days written notice of such termination to the other party and specifying the effective date thereof. The Napa County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

2. **Use of Funds by GRANTEE.** GRANTEE hereby agrees to use all grant funds conveyed to GRANTEE by COUNTY under this Agreement for the sole purpose of the Project set forth in Exhibit "A." If GRANTEE has not fully expended the grant funds by the date of expiration or other termination of the Agreement and the Agreement has not been amended by the parties to extend the term, and if necessary modify the Project to allow for full expenditure of the funds, then Grantee shall return to COUNTY the remaining unspent funds within thirty (30) days after such expiration or other termination date.

3. **Payment of Grant Funds.** COUNTY agrees and hereby directs the Auditor-Controller to issue and deliver to GRANTEE by County warrant the amount(s) as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Reporting.** GRANTEE shall, within sixty (60) days of conclusion of its annual audit should provide a copy of the audit to COUNTY. Said reports shall be delivered to: County Executive Office, 1195 Third Street, Napa, CA 94559.

5. **Maintenance, Inspection, and Retention of Records.** GRANTEE shall separately maintain financial and statistical records which fairly reflect the activities of GRANTEE pertaining to the Project and the actual costs thereof. Upon reasonable request by the County Executive Officer or the Auditor-Controller, GRANTEE shall make available for inspection and audit by representatives of COUNTY all books, financial records, project information and other records pertaining to the overall operations of GRANTEE in relation to the Project, and shall allow such representatives to review and inspect GRANTEE's facilities and project operations relating to the Project. Except where longer retention is required by any federal or state law, GRANTEE shall maintain all required records for no less than seven years after COUNTY makes the final payment required hereunder, all obligations of GRANTEE under this Agreement have been fulfilled, and all pending matters are closed, whichever is later.

6. **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. GRANTEE 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 obligations hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by GRANTEE of such conflict. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer. GRANTEE further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. GRANTEE 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 either party to the other under this Agreement. The County Executive Officer is delegated the authority to terminate this Agreement in accordance with this subparagraph on behalf of COUNTY.

(b) Statements of Economic Interest. 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 GRANTEE's obligations under this Agreement are sufficiently limited in scope that GRANTEE is not a "consultant" for purposes of COUNTY's Conflict of Interest Code and therefore GRANTEE is not required to comply with the disclosure obligations contained therein.

7. **Independent Contractor.** GRANTEE shall perform this Agreement as an independent contractor. GRANTEE shall, at GRANTEE's own risk and expense, determine the method and manner by which obligations imposed on GRANTEE by this Agreement shall be performed; provided, however, that COUNTY may monitor GRANTEE's performance. GRANTEE and the officers, agents and employees of GRANTEE are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation,

state and federal taxes, and employee benefits. As between the parties to this Agreement, GRANTEE shall be solely responsible for all such payments.

8. **Assignments or Subcontracts.** A consideration of this Agreement is the community reputation and special expertise, resources, and service project(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

9. **Liability.** GRANTEE shall be responsible for complying with any legal obligations incumbent on it. COUNTY shall not, in any circumstances or on any grounds, be held liable in the event of a claim under the agreement relating to damage caused during execution of GRANTEE'S Project. Consequently, COUNTY will not entertain any request for indemnity or reimbursement accompanying and such claim. Except in cases of *force majeure*, GRANTEE shall make good any damage sustained by COUNTY as a result of the execution or faulty execution of the Project. GRANTEE shall bear sole liability vis-à-vis third parties, including for damage of any kind sustained by them while the Project is being carried out.

10. **Indemnification.** To the full extent permitted by law, GRANTEE 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 of GRANTEE or its officers, agents, employees, volunteers, contractors and subcontractors when engaging in activities funded by this Agreement. GRANTEE shall notify COUNTY immediately in writing of any claim or damage related to activities performed with funding provided under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

11. **Compliance with Laws.** GRANTEE 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. When engaged in any activities funded under this Agreement, GRANTEE, GRANTEE and officers, employees, subcontractors and volunteers 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 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, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. GRANTEE 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, GRANTEE 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 GRANTEE 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 GRANTEE 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. GRANTEE agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of GRANTEE performing any of the obligations 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. GRANTEE shall make the required documentation available upon request to COUNTY for inspection.

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

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

COUNTY

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

GRANTEE

General Manager  
NCRPOSD  
1195 Third Street, Second Floor  
Napa, CA 94559

13. **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.

14. **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.

15. **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. The County Executive Officer is delegated the authority to modify this Agreement in accordance with this paragraph so long as such modification relates specifically to the Project and does not result in an increase in grant amount.

16. **Interpretation/Venue.** The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any state action hereunder shall be in the Superior Court of California, County of Napa, a unified court. The venue for any federal action shall be in the district court for the Northern District of California.

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

18. **Severability.** If any provision of this Agreement or 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 the Agreement.

19. **Termination of Prior Agreements.** COUNTY and GRANTEE terminate their prior Agreement Number 180086B upon the effective date of this Agreement.

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

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

The NAPA COUNTY REGIONAL PARK AND OPEN  
SPACE DISTRICT, a special district of the State of  
California

By:   
CHRISTOPHER M. CAHILL, its General Manager

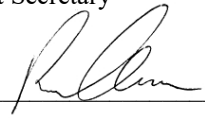
"GRANTEE"

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: S. Darbinian  Date: May 5, 2023	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____  Processed By: _____ Deputy Clerk of the Board
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APPROVED AS TO FORM District Counsel  By: <i>Chris R.Y. Apallas</i>  Date: April 18, 2023	ATTEST: District Secretary  By: 	
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## **EXHIBIT "A"**

### **SCOPE OF WORK**

GRANTEE shall use Community Investment Fund monies provided by COUNTY through this Agreement exclusively for the planning, acquisition, maintenance and basic operating costs of the Napa County Regional Park and Open Space District. Where possible, funds should be leveraged to seek matching funds to acquire, improve, and maintain parks and open space properties that provide significant outdoor recreational opportunities.

**FUNDING ACKNOWLEDGEMENT:** GRANTEE shall acknowledge the Napa County Board of Supervisors as a funding source, and include the County seal where GRANTEE'S logo is used, in accordance with the County Graphic Standards Manual, in any related articles, news releases or other publicity materials for the projects funded under this Agreement and by including the following statement on materials: "This organization is funded, in part, by the Napa County Board of Supervisors."

## **EXHIBIT "B"**

### **GRANT PAYMENTS**

<b>DISBURSEMENT*</b>	<b>GRANT AMOUNT</b>
Grant Funds Available in Fiscal Year 2023-24	\$ 1,380,789

Grant funds available in subsequent fiscal years will be calculated and reported to the Napa County Regional Park and Open Space District by April 1<sup>st</sup> of each year for the following July 1st. Funds will equal 80% of the total funds allocated annually to the Napa County Community Investment Fund minus minimal county operating expenses.

In times of fiscal distress, the County Board of Supervisors may opt to not transfer funds or reduce the funds transferred to the Community Investment Fund. The County of Napa must notify the Napa County Regional Park and Open Space District by April 1<sup>st</sup> of a situation of fiscal distress for the fiscal year starting July 1<sup>st</sup> thereafter.



# 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:** 5/16/2023

**File ID #:** 23-0827

**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** Appointment to the Napa/Solano Area Agency on Aging Advisory Council

### **RECOMMENDATION**

Interim County Executive Officer requests the appointment of Neil Watter to the Napa/Solano Area Agency on Aging Advisory Council representing Napa County, with the term to commence immediately and expire June 30, 2024.

### **EXECUTIVE SUMMARY**

There are currently three openings on the Napa/Solano Area Agency on Aging Advisory Council due to vacancies and resignations. The County Executive Office advertised the openings and received one application from Neil Watter. The Napa/Solano Area Agency on Aging Advisory Council met on April 4, 2023 and recommends appointing Neil Watter to represent Napa County.

### **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**

On August 28, 2018, the Napa County Board of Supervisors approved a joint application with Solano County to

form a new Area Agency on Aging for Planning Service Area 28. Subsequent to that, both counties appointed representatives to the Oversight Board and conducted a recruitment for members for the federally-mandated advisory council. The Advisory Council members were appointed on April 23, 2019.

The advisory council is required to represent the senior population in respect to ethnic and racial distribution in Napa and Solano counties. In addition, the following categories must be represented among the eight Napa representatives and the eight Solano representatives.

1. Older persons, including minority Individuals, who are participants or who are eligible to participate in programs under 45 CFR 1321.57;
2. Representatives of older individuals;
3. Representatives of health care provider organizations, including providers of veterans' health care;
4. Representatives of supportive services providers organizations;
5. Persons with leadership experience in the private and voluntary sectors;
6. Local elected officials;
7. Family caregiver representative; and
8. The general public.

Staff requests the appointment of Neil Watter to represent Napa County on the Napa/Solano Area Agency on Aging Advisory Council as recommended.



A Tradition of Stewardship  
A Commitment to Service

# NAPA / SOLANO AREA AGENCY ON AGING

275 Beck Avenue, Fairfield, CA 94533



## Application for Membership on Napa/Solano Area Agency on Aging Advisory Council

(Feel free to attach a resume or curriculum vitae (CV))

Federal and State laws mandate the composition of the Area Agency on Aging (AAA) Advisory Council. The application questions are designed to ensure the legal composition of the Advisory Council.

Name: Neil Watter  
Date of Birth: July 6 1946  
Month Date Year

Please indicate which county you are applying to represent:

☒ Napa County ☐ Solano County

Please indicate your membership preference:

☒ Primary Representative ☐ Alternate Representative ☐ No Preference

Please indicate the category for which you are applying and your category affiliation (if applicable):

☒ Representatives of older individuals

☒ Representative of health care provider organizations, including providers of veterans' health care

Health care organization affiliation: Retired from Kaiser Vallejo. as a primary care internist

☐ Representatives of supportive services provider organizations.

Supportive Services organization affiliation: \_\_\_\_\_

☐ Persons with leadership experience in the private and voluntary sectors.

Leadership experience (resume or CV may be attached): \_\_\_\_\_

☐ Local elected officials.

Elected position: \_\_\_\_\_

Term of Office: \_\_\_\_\_

Term Start Date

Term End Date

☐ Family caregiver representative

☒ The general public.

Please indicate your race and ethnicity:

☒ White ☐ Hispanic ☐ Asian ☐ Black

☐ Native Hawaiian/Pacific Islander ☐ American Indian ☐ Other: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_

Business: \_\_\_\_\_

Mobil: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Supervisory District in which you reside: ☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

The following links can be used as a reference for Supervisory District information:

**Solano County:**[http://www.solanocounty.com/depts/rov/district\\_maps\\_and\\_lookup/districtlookup.asp](http://www.solanocounty.com/depts/rov/district_maps_and_lookup/districtlookup.asp)**Napa County (select "My District" from the link below):**<https://www.countyofnapa.org/2116/Board-of-Supervisors>

The Advisory Council meets monthly on the first Tuesday of the month. Meetings are held from 10:00 am – 12:00 noon. Meeting locations are in Napa and Solano Counties. Members may be asked to attend quarterly meetings of the AAA Oversight Board and monthly subcommittee meetings. Please indicate any obstacles you may have with regard to meeting attendance (example: "I am not able to meet on Mondays or Wednesdays"):

None

Memberships in other organizations or committees or other community participation (list name and address and nature of organization/committee or community participation):

Napa County Civil Grand Jury 2021-22

Please provide a brief description of your employment and educational history (resume or CV may be attached):

① MD degree Univ. of Virginia 1972

② Primary Care Internal Medicine MD

Kaiser-Permanente 1990-2014 - Vallejo Med Center

③ 24 years of skilled nursing facility work

References (list 3):

Michael Stone

Friend &amp; Foreperson of NC Grand Jury

Name

Relationship

Phone Number

George Vellucci MD

Colleague at K-P

Name

Relationship

Phone Number

Lynn Baker RN

Colleague at K-P

Name

Relationship

Phone Number

Why do you want to serve on the Advisory Council?:

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

Napa Applicants: please list all court or other public administration actions impacting your credit rating within the past 10 years: None

Applicant signature: \_\_\_\_\_

Date: \_\_\_\_\_

Feb 20 2023





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0855

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**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 Mental Health Board

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### **RECOMMENDATION**

Interim County Executive Officer requests the appointment of Daisy Zamora to fill a term to represent Consumer Member on the Napa County Mental Health Board (MHB) with the terms of office to commence immediately and expire on January 1, 2026.

### **EXECUTIVE SUMMARY**

There are currently four openings on the Napa County Mental Health Board (MHB) due to expiring terms, resignations, and vacancies. The County Executive Office advertised the openings and received one application from Daisy Zamora. The Napa County Mental Health Board met in a regular session on Monday, April 10, 2023, and approved one applicant, Daisy Zamora, to serve on the Mental Health Board representing Consumer Member.

### **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 authority of the Napa County Mental Health Board (MHB) is established pursuant to the Bronzan-McCorquodale Act which may be found at Part 2 of Division 4.7 of the California Welfare and Institutions Code (commencing at section 5600 et seq).

The purpose of the MHB is to:

- Review and evaluate the County's mental health needs, services, facilities and special problems;
- Review any County agreements entered into pursuant to Section 5650;
- Advise the Napa County Board of Supervisors and the Napa County Mental Health Director as to any aspect of the County's mental health program;
- Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process;
- Submit an annual report to the Napa County Board of Supervisors on the needs and performance of the mental health system of Napa County;
- Review and make recommendations on applicants for appointment of the Napa County Mental Health Director. The MHB shall be included in the selection process prior to the vote of the Napa County Board of Supervisors;
- Review and comment on Napa County's performance outcome data and communicate its findings to the California Mental Health Planning Council;
- Assess the impact of the realignment of services from the State to Napa County on services delivered to clients and on the local community; and
- Perform such additional duties as may be assigned to the MHB by the Napa County Board of Supervisors.

On December 7, 2010, Resolution No. 2010-150 was adopted by the Board of Supervisors clarifying responsibilities for the recruitment of members and its various committees. The bylaws now read that five (5) members are selected and appointed directly by the Board of Supervisors and the remaining ten (10) members will first be interviewed and nominated by the MHB. This change was made to set the stage for increased recruitment of potential members and assist in streamlining and facilitating timely appointments to address chronic vacancies.

Resolution No. 2012-139, adopted by the Board of Supervisors on September 25, 2012 modified the duties of its members and the terms and duties of its officers, as well as modifying provisions relating to its Committees, including the selection, composition and duties of the Executive Committee; consolidated various subcommittees that support the efforts of the MHB; added language to clarify meeting attendance standards; clarifying the process for handling vacancies on the Board; and establishing policies and procedures for matters not covered by the previous MHB bylaws. Resolution No. 2017-139, adopted by the Board of Supervisors on September 12, 2017 modified the MHB membership requirements to comply with Welfare and Institutions Code Section 5604(3)(d)(1)and(2) and modified provisions regarding the number of yearly required site visits.

Staff requests the Board to accept the recommendation of the Napa County Mental Health Board and appoint Daisy Zamora.

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**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 Mental Health Board: Submitted

**Category of Membership for Which You Are Applying**

Mental Health Consumer

---

**Profile**

Daisy

First Name

G

Middle Initial

Zamora

Last Name

  
Email Address

  
Home Address

Apt 46

Suite or Apt

Napa

City

CA

State

94558

Postal Code

**Which supervisorial district do you reside in? \***

☒ District 4

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

Mobile: 

Primary Phone

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## Education/Experience

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

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## Resume

[Daisy Zamora 2023 Resume.pdf](#)

Upload a Resume

---

Letter of Recommendation or Supplemental  
Attachments

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

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

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Jeni Olsen- [REDACTED] Angel Mackelvie (Current VOICES employer)- [REDACTED] Fernando Espinoza (Former LGBTQ Connection Director) - [REDACTED]

---

## Community Participation

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

---

Mental Health has impacted myself and my family, which is what initiated my passion and care for Mental Health services. When I was growing up in Napa, I found support for my mental health in school, community organizations, and community leaders who had a passion for mental health. Now working for VOICES I continue to see how mental health impacts youth. In my role, it is my responsibility to advocate for the mental health needs of youth to work towards improving their overall wellness. Which is why I wish to serve the Napa County Mental Health Board. I want to continue to advocate for the mental health needs of youth and the overall community. I bring in not only my own experience as a youth, but what I see I see in working with youth.

**Nature of activity and community location**

---

Throughout my time living in Napa County I have volunteered with different organizations. Such as being a Napa County Library teen volunteer from 2015 to 2020 and a member of the Teens Connect Council from 2019 to 2020. As a senior in high school I participated in being a cast member for This Is My Brave-Napa Valley 2020 (<https://www.youtube.com/watch?v=t1ZBNJ3mLGo>). As a high school youth it was important for me to be involved in community that was working to advocate for mental health. Now I continue to advocate for mental health in the work that I do for VOICES.

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

N/A

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)

---

### 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)

Daisy G. Zamora

Date

3/10/2023



**EDUCATION****Napa Valley Community College, Napa CA****Anticipated May 2023**

- Associate Degree for Transfer in Sociology
- LGBT Studies Certificate Program
- Local Marketing Certificate Program

**EXPERIENCE****VOICES Youth Center, Napa CA****August 2022 - Current***Youth Outreach Coordinator*

- Coordinate and offer onsite one on one supportive services, connections to resources, service providers, and host workshops/events for students.
- Responsible for development, organization, and implementation to ensure all aspects of Wellness Centers are youth friendly, inclusive, and accessible for students.

**LGBTQ Connection, Napa CA****July 2021 - August 2022***Napa Program Coordinator*

- Co-facilitated monthly community/private trainings to promote LGBTQ+ inclusivity and awareness while adapting the language, activities, and material to fit the needs of each program/audience receiving the training.
- Proposed and launched creation of school services (one-on-one services during school hours for students/staff/parents seeking support in experiences regarding gender identity and sexual orientation.) in 10 middle and high schools across the cities of Napa, Calistoga and Saint Helena.

**LGBTQ Connection, Napa CA****July 2020 - July 2021***Napa Youth Advocate*

- Coached two youth leadership teams (of 14 youth leaders) to complete two advocacy projects. Ensured that youth experienced and left with tools on mental health (identifying challenges, creating action plans, having clear needs), and work-experience skills (sending professional emails, outreach, and facilitating activities).
- Co-led community mental health event with Teens Connect, creating the opportunity for youth to connect with a community partner as a resource and amplifying youth voice for community at large. Organized youth panel by recruiting youth, ensuring mindful use of language and purpose in involving youth. (Attended by 50 community members.).

**Deva Soul Journey, California****April 2020 - July 2021***Backpacking Instructor Internship*

- Worked with a team to co-design a curriculum to guide high school student's wellness, self-reflection, and participation during a two week backpacking journey.
- Facilitated wellness activities including yoga, meditation, and workshops reflecting in themes of identity and social justice.



A Tradition of Stewardship  
A Commitment to Service

**Health and Human Services Agency**

Mental Health Division

2751 Napa Valley Corporate Dr., Bldg. A, 2<sup>nd</sup>  
Floor Napa, CA 94558

Main: (707) 299-2101

Fax: (707) 299-2199

**Jennifer Yasumoto**

Agency Director

**Cassandra Eslami**

Behavioral Health Director



**NAPA COUNTY**

**Health & Human  
Services Agency**

## MEMORANDUM

To:	Neha Hoskins, Administrative Manager, Clerk of the Board CEO's Office	From:	LuAnn Pufford, Sr. Office Assistant Mental Health Administration
Date:	April 19, 2023	Re:	Mental Health Board Member Recommendations

The Napa County Mental Health Board met in regular session on Monday, April 10, 2023 to approve applicants for open positions on the Mental Health Board. Due to the withdrawal of one applicant, Clarence Mamaril, I would like to request that one name be forwarded to the Board of Supervisors for consideration of appointment to the Mental Health Board, Daisy Zamora, as a Consumer member.

It is therefore requested that at the next available meeting of the Board of Supervisors, the recommendation of appointment for this applicant be added to the consent agenda.

If you have any questions or concerns, please contact me at ext. 2101. Thank you for your consideration of this request.



# 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:** 5/16/2023

**File ID #:** 23-0864

**TO:** Board of Supervisors  
**FROM:** Jason Martin, Deputy County Fire Chief  
**REPORT BY:** Stacie McCambridge, Staff Services Manager  
**SUBJECT:** ChemProX Chemical Detector for the Napa County Interagency Hazmat Team

### **RECOMMENDATION**

Deputy County Fire Chief requests the following actions in purchasing a ChemPro X Chemical Detector (4/5 vote required);

1. Approval of a Budget Transfer increasing appropriations by \$33,000 in the Fire - Operations (2100000-55400), offset by a decrease in Fire - Operations (2100000-53600); and
2. Establishment of a capital asset in the amount of \$33,000 for the purchase of a ChemPro X Chemical Detector; and
3. Authorization to declare Asset No. 27549; ChemPro X Chemical Detector, as surplus and no longer required for public use, remove the item from inventory, and dispose of them at public auction.

### **EXECUTIVE SUMMARY**

County Fire is requesting to purchase a ChemPro X Chemical Detector for the Napa County Interagency Hazmat Team (NIHIT). This request will establish the machine as a capital asset and declare the current machine (Asset No. 27549) as surplus removing it from the capital asset list for Fire, allowing it to be disposed of.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fire Protection Fund (2100)
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	This device makes it possible to stay compliant with the California Office of Emergency Services (CalOES) as a Typed Hazmat Team.
Is the general fund affected?	No
Future fiscal impact:	There will be future expenses for annual updates, service, and parts.
Consequences if not approved:	NIHIT will not follow CalOES guidelines as a Typed Hazmat Team.
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), therefore, CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

To stay compliant with the California Office of Emergency Services (CalOES) as a Typed Hazmat Team, County Fire would like to purchase a ChemProX handheld chemical detector for NIHIT. The device aids the hazmat team with identifying hazards such as chemical warfare agents and toxic industrial chemicals.

The estimate for a full replacement for the current chemical detector is \$33,000. The current detector was purchased in 2013 and the vendor no longer produces the replacement parts for repair and operation, making it difficult to continue with servicing the current machine. The machine is now 10 years old and has outlived its useful life.

Approval of this item will increase appropriations by \$33,000 in Fire-Operations (2100000-55400), with an offset in appropriations by a decrease in Fire-Operations (2100000-53600) through a budget transfer. The current machine in service (Asset No. 27549) will be declared surplus. The machine has outlived its useful life, has been removed from service and is no longer required for public use and will be sold at auction, if approved. Government Code section 25363 authorizes the Board of Supervisors, upon four-fifths 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. Fire intends to use the services of JJ Kane Auctions in Dixon.



# 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:** 5/16/2023

**File ID #:** 23-0605

**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. 3 to Agreement No. 180001B with California State University, Fresno Foundation

### **RECOMMENDATION**

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 180001B with California State University, Fresno Foundation for a new contract maximum of \$104,755; to extend the term of the Agreement to June 30, 2024; and replace Exhibits A and B to reflect the new term and budget to provide HHSA's Child Welfare Services (CWS) staff with mandatory Title IV-E training for Fiscal Year 2023-2024.

### **EXECUTIVE SUMMARY**

Approval of today's action will increase the contract maximum by \$6,782 for a new contract maximum of \$104,755, extend the term of the agreement through June 30, 2024, and replace Exhibits A and B to reflect revised training days and budget for the new term.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Agency, Child Welfare Services
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	None, this agreement terminates on June 30, 2024.
Consequences if not approved:	If this agreement is not approved, California State University, Fresno Foundation will be unable to provide mandated training, thus leaving CWS out of compliance with mandated training requirements.

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**

In accordance with the Performance Improvement Plan (PIP), the California Department of Social Services (CDSS) and the California Social Work Education Center (CalSWEC) convened a statewide training education and training committee (STEC) to identify training concerns and to recommend improved training across the state. The PIP requires CDSS to focus on specific training activities as they relate to Child Welfare social workers and Child Welfare social worker supervisors; establish a statewide minimum requirement for on-going training of existing staff and develop and implement a California Standardized Core curriculum to support and enhance Napa County CWS program initiatives, as well as provide training for CDSS mandated training hours for Child Welfare social workers and Child Welfare supervisors. Training provided will be for Child Welfare staff.

California State University, Fresno Foundation, through the Central California Training Academy - Bay Area Academy (CCTA-BAA), will provide training to CWS staff for the purpose of professional development and to improve outcomes for children and families as outlined in the PIP and specified and authorized by County. Contractor will work collaboratively with the CWS Training Liaison and CWS management staff to assess training needs, and to develop and deliver an enhanced training program for Napa County CWS.

Approval of this Agreement will allow the Contractor to provide staff training for Fiscal Year 2023-2024.



**NAPA COUNTY AGREEMENT NO. 180001B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 180001B** is effective as of this 1<sup>st</sup> day of July, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**, a California Public Agency whose mailing address is 4910 N. Chestnut Ave., Fresno, CA 93726, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, as of July 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180001B (hereinafter referred to as "Agreement") for CONTRACTOR to provide COUNTY's Health and Human Services Agency Child Welfare Services staff, and others as specified by COUNTY, direct child welfare Title IV-E training; and

**WHEREAS**, as of December 14, 2021, the Parties amended the Agreement to increase the contract term through June 30, 2022; replace Exhibit A with Exhibit A-1 (Scope of Work) to reflect a new contract maximum; and replace Exhibit B with Exhibit B-1 (Compensation) to increase the number of training days from sixteen (16) days to twenty-one (21) days to allow for additional staff training; and

**WHEREAS**, as of July 1, 2022, the Parties amended the Agreement to increase the contract term through June 30, 2023; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to further clarify the Parties responsibilities; and replace Exhibit B-1 with Exhibit B-2 (Compensation) to change a budget line to reflect a deliverable amount instead of an hourly rate; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to increase the contract maximum amount; modify Specific Term and Condition 3.4 to increase the contract term through June 30, 2026; replace Exhibit A-2 with Exhibit A-3 (Scope of Work); and replace Exhibit B-2 with Exhibit B-3 (Compensation) to increase the maximum contract amount CONTRACTOR will be paid.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Four Thousand Seven Hundred Fifty-Five Dollars (\$104,755.00)** per fiscal year, reflecting an increase of **Six Thousand Seven Hundred Eighty-Two Dollars (\$6,782.00)** 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. Paragraph 3.4 of the Agreement 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 Agreement shall commence as provided in the original Agreement and 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 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. Exhibit A-2 is hereby replaced in its entirety with “Exhibit A-3” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-3” from the effective date of this Amendment No. 3.
4. Exhibit B-2 is hereby replaced in its entirety with “Exhibit B-3” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “B” shall refer to “Exhibit B-3” from the effective date of this Amendment No. 3.
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. 3 to Napa County Agreement No. 180001B as of the date first written above.

By  05/08/2023  
JOY J. GOTO, Ph.D.  
Interim Dean,  
Research & Graduate Studies

By  05/08/2023  
KEITH KOMPSI,  
Director, Financial Services

“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>Corey S. Utsurogi</i></p> <p>Date: 5/5/23</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-3**  
**SCOPE OF WORK**  
**July 1, 2023 through June 30, 2024**  
**(and each subsequent automatic renewal)**

**PROGRAM DESCRIPTION:**

California State University, Fresno Foundation, an auxiliary unit of California State University, Fresno, hereinafter referred to as “CONTRACTOR”, through the Central California Training Academy - Bay Area Academy (CCTA-BAA), will provide Napa County, hereinafter referred to as “COUNTY”, Child Welfare Services (CWS) with intermediary organization support to COUNTY practice improvement implementation projects, including technical assistance, curriculum development, classroom training, field-based training, and coaching to new and veteran CWS staff at all levels, and others as specified by COUNTY. All services will be designed to increase staff competencies and agency processes that demonstrate the behaviors and values of the California Core Practice Model for Child Welfare, for example, engagement with stakeholders to co-create goals and plans, leadership and team structures, workforce development systems, quality and outcome monitoring, and messaging capacities. CONTRACTOR will provide forgone match to the COUNTY to offset the COUNTY contribution to draw down eligible federal Title IV-E funds to support this program.

**DURATION:**

Dates of service will be July 1, 2023 through June 30, 2024, with the Agreement automatically renewing upon the beginning of each fiscal year (July 1), until June 30, 2026. The CONTRACTOR shall submit invoices to the COUNTY as indicated in Exhibit B-3.

**1. CONTRACTOR RESPONSIBILITIES:**

- a. Communication:
  - i. Assign Bay Area Academy staff to be liaison between CSU Fresno Foundation/CCTA-BAA and COUNTY Staff Development.
  - ii. Responsive communication to include responding to phone calls as soon as possible within twenty-four (24) hours, and emails within three (3) business days.
- b. Consultation to Support Ongoing County Implementation Capacity:  
In partnership with COUNTY liaison, develop and consult on services, which may include support with:
  - i. Clarifying improvement vision and goals, informed by the statewide Practice Improvement Plan and County System Improvement Plan.
  - ii. Assessing for competency, procedure, leadership development, data-collection and analysis needs, and collaborative identification of services to meet those needs.
  - iii. Evaluating facilitating factors and potential barriers to priority improvements.

- iv. Creating action plans to support exploration, installation, initial implementation, and sustainability of improvements.
- v. Development of implementation teams.
- vi. Installation and maintenance of effective feedback loops between staff at all levels, implementation teams, contractors, and stakeholders such that feedback can inform regular adaptations to plans.
- vii. Consulting with implementation teams or management teams on the above.
- viii. Identifying key stakeholders and methods for engagement in assessment and planning.

c. Service Development, Planning and Delivery:

In partnership with COUNTY liaison, develop, and coordinate workforce development services, to include:

- i. Developing an annual service plan.
- ii. Scheduling and participating in relevant conference calls and meetings as requested by the COUNTY.
- iii. Identifying, contracting, and scheduling subject matter experts/trainers to deliver services identified below.
- iv. Developing, adapting, and distributing curricula, job aids, messaging, and implementation support tools as needed.
- v. Advertising events, which may include stakeholder engagement, leadership development, other types of technical assistance, training, coaching.
- vi. Registering participants for up to twenty-one (21) days of training/field-based training/technical assistance.

d. Training Day Support:

- i. Support in finding and securing an adequate local training space when services are delivered in-person, and virtual platform when delivered virtually.
- ii. Support to trainer and trainees, including logging into Learning Management System and other virtual platforms, and access to virtual materials.
- iii. Coverage when prioritized for a specific service, arriving not less than forty-five (45) minutes prior to training start time when services are delivered in-person, and thirty (30) minutes prior when delivered virtually.
- iv. Training, coaching, technical assistance, curriculum, and job/implementation aids, evaluation.
- v. Refreshments as requested by COUNTY.

- e. Field-Based Training/Coaching/Technical Assistance Support:
  - i. Develop and implement a calendaring system to schedule coach/consultant with participants.
  - ii. Develop communication methods to ensure COUNTY liaison and participants are informed of the purpose of events, services, and timing of events.
  - iii. Coordinate with Trainer/Coach/TA provider prior to and after service delivery.
  - iv. Locate and develop/revise job aids and implementation support tools as identified by COUNTY.
- f. Deliverables:
  - i. Twenty-one (21) days of classroom/field-based/coaching/technical assistance days
  - ii. Curriculum development budget is \$3,900.00 at \$150.00 per hour.
  - iii. All-Staff training budget is \$5,000.00.

## **2. COUNTY RESPONSIBILITIES:**

- a. Collaborate with CONTRACTOR to determine priorities and sequencing for training, field-based training, coaching and curriculum development, as well as how these services integrate into implementation of specific COUNTY goals.
- b. Reserve event sites that are free to Family and Children's Services.
- c. Bear ultimate responsibility for staff participation and attendance, including ensuring that the specified number of unduplicated participants register and attend training and field-based training.
- d. Cover the costs of services if registered participants fail to attend without notification to BAA a minimum of forty-eight (48) hours prior to scheduled services notwithstanding whether or not services are delivered.
- e. Provide information about community-based agency staff, resource families, and other providers who will participate in joint training sessions.
- f. Determine the number and assignment of slots available for joint training sessions provided by the program and assure the Title IV-E eligibility of community agency staff that attend training.
- g. Determine which training sessions are mandatory and identify the respective participant populations.
- h. Notify CONTRACTOR to open registration to neighboring counties for trainings with low enrollment.
- i. Determine in consultation with CONTRACTOR whether a training session shall be rescheduled due to lack of enrollment or other need to reschedule (i.e., weather, illness of trainer etc.).
- j. Arrange for management participation in the training advisory meetings and identified training events as needed.
- k. Coordinate with CONTRACTOR in order that contract trainings complement, and do not conflict with, other Family and Children Services training events.



### **3. METHOD, TIME, AND SCHEDULE CONDITIONS OF PAYMENT:**

- a. Total payment under this Agreement shall not exceed \$104,755.00.
- b. CONTRACTOR will be paid a per day cost for each unit of service delivered or fraction thereof. Service definitions are:
  - i. Full day of classroom/field-based training is six (6) hours
  - ii. Coaching/technical assistance services are billed hourly and prorated on a six (6) hour day.
  - iii. Billing for services delivered is based on contact hours defined as trainer/coach direct contact with COUNTY staff. This includes planning time with trainer/coach and COUNTY liaison.
  - iv. All training and technical assistance services identified in Exhibit A below can be used interchangeably.
  - v. Curriculum development will be billed at \$150.00 per hour.
  - vi. All-staff training events will be billed for actual costs not exceeding budgeted amount.
- c. The CONTRACTOR shall submit invoices according to the terms and conditions in Exhibit B of this agreement.

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 CWS 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-3**  
**COMPENSATION**  
**July 1, 2023 through June 30, 2024**  
**(and each subsequent automatic renewal)**

<b>Deliverable</b>	<b>Daily Rate</b>	<b>Number of Days</b>	<b>Total Amount</b>
Twenty-one (21) classroom/field-based training/coaching/technical assistance days on topics below (but not limited to): SDM, Investigations, Supervisor-SDM, Visitation, SOP	\$4,195.00	21	\$88,095.00
Curriculum Development	\$3,900.00		\$3,900.00
All-Staff Training	\$5,000.00	1	\$5,000.00
Total Direct Service--IVE			\$96,995.00
Indirect @ 8%			\$7,760.00
<b>Grand Total</b>		22	\$104,755.00
CSU Fresno Foundation Forgone (11%)			\$10,669.00

- Payment will be provided upon documentation of delivery of each day of service.
- Field-based training days and technical assistance days will be prorated based on the number of contact hours.
- Full day of classroom training is six (6) hours.
- A field-based training/coaching day consists of six (6) contact hours, which can occur over multiple days.
- Classroom and field-based training days can be used interchangeably.

**A. EXPENSE REIMBURSEMENT:**

Mileage reimbursement for trainings, conferences, and other program activities outlined in contract. Mileage to be reimbursed at the current Federal Internal Revenue Service (IRS) Mileage Rate.

**B. LIMITATIONS AFFECTING PAYMENTS:**

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order for COUNTY to conduct Quality Assurance. COUNTY may elect to withhold payment on any claims submitted for payment for failure by CONTRACTOR to provide such documentation required by COUNTY.

- CONTRACTOR shall provide such documentation as required by COUNTY at any time in order to substantiate its claims for payment. COUNTY may elect to withhold payment for failure by CONTRACTOR to provide such documentation required by COUNTY.
- CONTRACTOR'S services and claims are subject to any audits conducted by Department, the State of California or federal government, or other auditors. Any resulting audit exemption shall be repaid to COUNTY.
- CONTRACTOR shall make COUNTY whole for disallowances for payment or lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR'S performance under this Agreement including, but not limited to, billing errors by CONTRACTOR.
- To the extent CONTRACTOR shall make whole the COUNTY under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.
- CONTRACTOR shall submit claims for payment **within sixty (60) days** of providing the service(s) identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than sixty (60) days after the provision of such service(s).
- Non-compliance with this Agreement may lead at any time to a termination of the Agreement based on breach of contract.
- With the approval of the Director of COUNTY's Health and Human Services Agency (HHSA) or designee, CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount, and the total dollar amount for all budget items remains unchanged. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing HHSA representative has been given in writing to the Napa County Auditor Controller and to either the Napa County Clerk of the Board of Supervisors (for agreements approved by the Board), Napa County Executive Officer (for agreements approved by the CEO as Purchasing Agent) or the Director of HHSA (if the consent was given by the Director or designee thereof). No such changes in the budget shall add a new type of services to the Program description set forth in Exhibit A or shall increase the rate of the Administrative Costs line item.

**Total payments under this contract shall not exceed \$104,755.00 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:** 5/16/2023

**File ID #:** 23-0608

**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. 2 to Revenue Agreement No. 210376B with California Government Operations Agency

### **RECOMMENDATION**

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Revenue Agreement No. 210376B with California Government Operations Agency (GovOps) to extend the agreement through June 30, 2024, to continue providing education and vaccinations to the most vulnerable, high-risk populations in Napa County.

### **EXECUTIVE SUMMARY**

Approval of today's action will extend funding through June 30, 2024, to allow the County to continue providing supportive services for grassroots outreach related to vaccines with a special focus on those population groups that experience barriers associated with access to vaccinations.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This Agreement is discretionary in that there is no mandate for the County to accept this revenue. However, this Agreement will allow HHSA's Public Health (PH) division to streamline outreach and engagement efforts for vaccines.
Is the general fund affected?	No
Future fiscal impact:	None, this Agreement ends on June 30, 2024.
Consequences if not approved:	If not approved, outreach to the most vulnerable and high-risk population in the community will be impacted with access to vaccines reduced.

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**

This revenue agreement was first made possible from a State grant through GovOps, authorized under the State's COVID-19 State of Emergency and the federal Public Health Emergency (PHE) for COVID-19 vaccinations and outreach. Although these Emergency orders have now been declared over, this amendment with GovOps will allow HHSA- PH to continue to spend these funds for upcoming vaccination and education events and provide outreach through brochures and flyers to be distributed through areas with the lowest vaccine penetration rates. By extending the deadline to expend these funds, HHSA- PH can provide more outreach and future vaccine clinics.

This amendment extends funding through June 30, 2024, with no change to the total revenue amount.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID:

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER GovOps-C2046	AMENDMENT NUMBER 2	Purchasing Authority Number
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Government Operations Agency

CONTRACTOR NAME

County of Napa

2. The term of this Agreement is:

START DATE

May 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement after this Amendment is:

400,000

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This amendment extends the terms of the agreement to June 30, 2024.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Napa

CONTRACTOR BUSINESS ADDRESS

CITY

Napa

STATE

CA

ZIP

94558

PRINTED NAME OF PERSON SIGNING

Belia Ramos

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Government Operations Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Justyn Howard

TITLE

Deputy Secretary Fiscal Policy and Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Emergency Contract in response to the Governor's Proclamation of a State of Emergency related to the COVID-19 Pandemic.

APPROVED AS TO FORM:

Napa County Counsel

Dated: 4/26/2023

/s/ COREY S. UTSUROGI/

Corey S. Utsurogi, Deputy





# 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:** 5/16/2023

**File ID #:** 23-0619

**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. 2 to Agreement No. 220165B with Social Change Partners, LLC

### **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. 220165B with Social Change Partners, LLC, for a new maximum of \$105,000; extend the term of the agreement to October 31, 2023; and replace Exhibits A (Scope of Work) and B (Compensation) to reflect these revisions, in order to align with the extended State deadline for Napa County's submission of the comprehensive Title IV-E Prevention Program Plan under the Family First Prevention Services Act of 2018 (FFPSA).

### **EXECUTIVE SUMMARY**

Approval of today's action will increase the contract maximum by \$10,500, for a new maximum of \$105,000 to allow for consulting services related to the submission and finalization process for the Title IV-E Prevention Program Plan under FFPSA. The term of the agreement is being extended to October 31, 2023 so that Contractor may provide these consulting services after the Plan is submitted to the State on July 31, 2023. Exhibits A (Scope of Work) and B (Compensation) are being replaced to reflect the additional services that are being added to the agreement.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Child Welfare Services
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	While consulting services to assist in the development and submission of FFPSA plans are not required under statute, obtaining the assistance of a national expert on the Family First Prevention Plan will allow the county to submit a high-quality plan to assure effective implementation of this Act.
Is the general fund affected?	No
Future fiscal impact:	None, this contract is scheduled to end October 31, 2023.
Consequences if not approved:	If not approved, the County may not be able to meet the State deadline for submission.
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**

As enacted in 2018, FFPSA represented the most significant reform to federal child welfare policy in decades. FFPSA includes long-overdue historic reforms to help keep children safely with their families and avoid the traumatic experience of entering foster care, emphasizes the importance of children growing up in families, and helps ensure children are placed in the least restrictive, most family-like setting appropriate to their special needs when foster care is needed. FFPSA calls on states to radically rethink their approach to child protection and family support, and full implementation of the law will be a years-long process.

HHSA's Child Welfare Services (CWS) Division conducted a state-wide search for a consultant to facilitate a comprehensive and inclusive process in the development of Napa County's Five Year Families First Prevention Plan. Sean Hughes of Social Change Partners, LLC, is a recognized national expert on FFPSA and has provided technical assistance on implementation of the law across California and several other states. As a resident of Napa County, he has worked extensively with local community-based organizations in Napa County and came highly recommended by those entities.

Extending the term of this contract and allowing for additional services, will allow HHSA's CWS to meet State deadlines and allow Contractor to provide his expertise and technical to assist CWS staff in identifying administrative priorities and responding to California Department of Social Services (CDSS) in regard to any issues that arise after the submission of the Title IV-E Prevention Program Plan.

**NAPA COUNTY AGREEMENT NO. 220165B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO AGREEMENT NO. 220165B** is made and entered into this 1<sup>st</sup> day of January 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **SOCIAL CHANGE PARTNERS, LLC**, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, on November 16, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220165B (hereinafter referred to as "Agreement") for CONTRACTOR to provide research, analysis, technical assistance, facilitation, development, writing, and drafting of Napa County's Title IV-E Prevention and Program Plan; and

**WHEREAS**, on May 3, 2022, Parties amended the Agreement to modify Specific Terms and Conditions 3.5 to extend the term of the Agreement for six months to January 31, 2023, to enable CONTRACTOR to continue providing services described in the Scope of Work; replace Exhibit A (Scope of Work) with Exhibit A-1 to modify deadline dates; and replace Exhibit B (Compensation) with Exhibit B-1 to revise the amount CONTRACTOR will be paid as deliverables are completed, with no change to the contract maximum; and

**WHEREAS**, as of the effective date of this Agreement 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 October 31, 2023, increase the contract maximum payable to CONTRACTOR; replace Exhibit A-1 with Exhibit A-2 (Scope of Work) to enable CONTRACTOR to provide a Comprehensive Prevention Plan, as a result of submitting COUNTY's Title IV-E Prevention and Program Plan; and replace Exhibit B-1 with Exhibit B-2 (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 3.5 of the Specific Terms and Conditions is amended to read in full: "Section 2.1(b)—Automatic Renewal of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on November 16, 2021 and shall expire on **October 31, 2023** without further action, 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. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Five Thousand Five Hundred Dollars (\$105,000.00)** reflecting an increase of **Ten Thousand Five Hundred Dollars (\$10,500.00)**; 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-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.
4. 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.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 220165B as of the date first written above.

SOCIAL CHANGE PARTNERS, LLC.

By   
SEAN HUGHES, Manager of Government Affairs

“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>Corey S. Utsurogi</i></p> <p>Date: 5/5/23</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-2**

### **SCOPE OF WORK**

Social Change Partners Consultation to Napa County Health & Human Services Agency  
Development of Napa County Title IV-E Prevention Plan

#### **Amended Duration**

November 16, 2021 (Estimated) – October 31, 2023

#### **Overview**

Social Change Partners (SCP) will provide research and analysis, asset mapping, technical assistance, facilitation, writing, and drafting support to Napa County Health & Human Services Agency (HHSA) for the development and submission of COUNTY'S Comprehensive Prevention Plan (CPP) related to implementation of the Family First Prevention Services Act (FFPSA).

#### **Scope of Work, Deliverables, and Timeline**

##### ***Background Research & Asset Mapping***

SCP will lead an asset mapping exercise in Napa County surveying the current service array, existing service gaps, and opportunities to develop and/or expand programming with matching federal Title IV-E funding. To comprehensively assess current programming as well as ongoing and projected needs, this process will involve facilitated meetings with HHSA leadership and program staff, direct service providers and other community-based organizations, and children, youth, and families with lived experience in the child welfare system.

The asset map will identify:

- Evidence-based prevention programming currently being delivered in Napa County.
- Service provider and public agency interest in, and capacity for, delivering Title IV-E-funded evidence-based prevention programs.
- County, state, and federal resources currently being leveraged to deliver prevention programming.
- Existing service gaps.
- Opportunities to leverage Title IV-E funds to address ongoing and projected community needs.

**Estimated Completion: January 15, 2022**



### Capacity Assessment

SCP will provide support to HHSA in conducting a Capacity Assessment using the Prevention Planning Capacity Assessment Tool provided by the California Department of Social Services (CDSS). The tool will assess the strengths, areas to develop, key challenges, strategies, and priorities of COUNTY and its community partners related to implementation of FFPSA.

During the Capacity Assessment process, SCP will support HHSA in the following ways:

- Reviewing the CDSS tool and planning its utilization.
- Identifying key partners to engage in the process.
- Briefing community partners on the Capacity Assessment process and its purpose.
- Facilitating the tool's distribution and collective completion.
- Analyzing results from participants and developing a summary of findings.

**Estimated Completion: June 30, 2022**

### Readiness Assessment

SCP will provide support to HHSA in conducting a Readiness Assessment using a tool provided by CDSS and providing technical assistance for the development of core components of the CPP.

SCP support during the Readiness Assessment phase will include:

- Training HHSA staff on the intricacies of FFPSA, including an overview of California's State Title IV-E Prevention Plan as well as state and federal requirements for the COUNTY'S CPP.
- Presentation of key findings from Capacity Assessment and asset mapping exercise and implications for COUNTY'S CPP.
- Support for utilization of the Readiness Assessment tool provided by CDSS across the following domains:
  - Funding and Fiscal Models.
  - Program and Implementation Governance.
  - Cross-Sector Stakeholder Collaboration.
  - Prevention Services Program Design.
  - Policy Regulations and Rules.
  - Workforce.
  - Service Quality Outcomes.
  - Information Systems and Automation.
  - Reporting Requirements.
- Identification of key decision-points for the COUNTY'S CPP, including but not limited to:
  - Target groups and determination process for eligible "candidates for foster care".
  - Evidence-based programs (EBPs) to be included in the plan.
  - Coordination of eligibility determinations, referrals, and service delivery between public agency and service providers.

- Process for ensuring fidelity to EBP models and continuous quality improvement (CQI).
- Outcome evaluation tracking process and data collection.
- Training curriculum and procedures to ensure public agency and service provider workforce is equipped to effectively oversee and deliver EBP programming.
- Process for ensuring safety of children being served through FFPSA-funded programs.
- Development of state-mandated advisory body to oversee program coordination
- Integration of FFPSA-funded services within broader County prevention continuum.
- Facilitation of a series of at least 3-4 internal HHSA decision-making meetings to develop the framework and core components of the CPP.

**Estimated Completion: September 30, 2022**

*Development and Submission of the Napa County IV-E Prevention Plan*

SCP will produce a comprehensive draft of COUNTY'S CPP for internal and external stakeholder review. The draft plan will outline COUNTY'S strategic vision for prevention, including not only what can be funded through Title IV-E but also how these resources will be integrated within the development of a broader prevention continuum being overseen by the County and the Child Abuse Prevention Center (CAPC).

SCP will facilitate the external stakeholder engagement process for COUNTY'S CPP. Drawing on our deep connections to the community and the community-based organizations operating within Napa, we will directly engage the following stakeholders to solicit their review and feedback of the draft plan.

- Mental health, substance abuse, and in-home parent skill development program direct service providers.
- Family resource centers.
- Child Abuse Prevention Council of Napa County.
- First 5 Napa County.
- Children and families with lived experience.
- Resource families.
- School social workers and parent liaisons.
- Napa CASA.
- Legal advocates.
- Other interested community-based organizations and coalitions.
- Other community stakeholders identified by Napa County.

Working with HHSA, SCP will incorporate stakeholder feedback as appropriate and produce a final version of COUNTY'S CPP. The final plan will meet all state and federal requirements for approval and will enable COUNTY to begin implementing FFPSA and leveraging Title IV-E federal funding for evidence-based prevention programming.

**Estimated Completion: July 31, 2023**

Consultation Services

CONTRACTOR shall provide consultation support to COUNTY HHSA's following the submission of the Title IV-E Prevention Plan to CDSS, as needed upon the request of the COUNTY.

Confidentiality

If stakeholder input is requested from those involved in the CWS system, CONTRACTOR shall not disseminate the identify of any such person in the performance of CONTRACTOR's official duties, pursuant to Welfare and Institutions Code Section 827. Any identifying information shall be treated with strict confidentiality.

**EXHIBIT B-2**  
**COMPENSATION**

Social Change Partners Consultation to Napa County Health & Human Services Agency  
Development of Napa County Title IV-E Prevention Plan

**Amended Duration**

November 16, 2021 (Estimated) – October 31, 2023

**Amended Budget**

COUNTY shall reimburse the CONTRACTOR for the deliverables describes in Exhibit A for a maximum of \$105,000. This amount is inclusive of all costs.

<b>Estimated Due Date</b>	<b>Deliverable</b>	<b>Amount</b>
<b>1/15/22</b>	Background Research & Asset Mapping	\$18,000
<b>6/30/22</b>	Capacity Assessment	\$24,000
<b>9/30/22</b>	Development and Submission of the Napa County IV-E Prevention Plan	\$24,000
<b>1/31/2023</b>	Development and Submission of the Napa County IV-E Prevention Plan	\$24,000
	<b>TOTAL DELIVERABLES</b>	<b>\$90,000</b>

CONTRACTOR shall invoice the COUNTY for the Scope of Work detailed above. The installments are due upon completion of each of the deliverables with the approval of HHSA Deputy Director, Child Welfare Services (CWS) or their designee.

COUNTY shall reimburse CONTRACTOR at the rate of \$150 per hour for an amount not to exceed \$15,000 for any consultation/support provided to COUNTY following the submission of the Title IV-E Prevention Plan to California Department of Social Services (CDSS).

**Contract Maximum shall not exceed \$105,000.**



# 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:** 5/16/2023

**File ID #:** 23-0785

**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 No. 170846B with Language Line Services, Inc.

### **RECOMMENDATION**

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170846B with Language Line Services, Inc., for a new contract maximum of \$75,000 and replace the Statement of Work attachment for Fiscal Year 2022-2023, and each subsequent automatic renewal, in order to accommodate a rate change and projected increase of services, for professional interpretation and translation services.

### **EXECUTIVE SUMMARY**

Approval of today's action will increase the maximum contract amount by \$25,000 for a new contract maximum of \$75,000 in order to accommodate a usage increase and a rate change for a higher tier of video-based services.

### **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:	This Agreement contains a provision for automatic annual renewal. 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, the level of service provided to Napa County HHSA clientele would be severely impacted. Without adequate interpretation and translation services communication with HHSA clients could be ineffectual, leading to potential compliance issues with federal and state mandates.
County Strategic Plan pillar addressed:	Effective and Open Government

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### **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 is required to provide linguistically competent translation and interpretation to individuals seeking, or receiving, services in the language of their choosing. California Department of Social Services Division 21 Civil Rights Regulations, Department of Health Care Services Cultural Competency Plan Requirements under California Code of Regulations, Title 9, §1810.410 (9 CCR §1810.410), and other State and Federal laws that regulate public services administered by HHSA, require that those services be provided equitably to persons who have limited English proficiency (LEP) or who have other language or communication barriers. To meet these requirements and ensure that all residents of Napa County are afforded equitable access to public services, HHSA contracts with Language Line Services, Inc. which offers in person, telephonic, and video interpretation as well as document translation in over 240 languages.

To ensure that HHSA can meet the increasing demand for language translation and interpretation services for this fiscal year, and for projected future years, this amendment will increase the annual contract maximum to \$75,000. This increase will also reflect the cost of changing the tier of the video-based services. This change will increase the overall contract maximum due to higher usage but will do so at a more efficient rate. The previous Statement of Work allows for up to 10 devices activated for video-based services at a rate of \$30 a month. Due to current, and projected, increased use of this service it is more cost effective to opt for the one-time activation fee of \$2,500 which will provide unlimited device activations.



**NAPA COUNTY AGREEMENT NO. 170846B  
AMENDMENT NO. 3**

**THIS AMENDMENT NO. 3 TO AGREEMENT NO. 170846B** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **LANGUAGE LINE SERVICES, INC.**, whose mailing address is One Lower Ragsdale Drive, Bldg.2, Monterey, CA 93940, hereinafter referred to as **CONTRACTOR**.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, on April 18, 2017, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170846B (hereinafter referred to as “Agreement”) for CONTRACTOR to provide professional interpreters via telephone; and

**WHEREAS**, on May 18, 2021, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for translation work; incorporate Paragraph 16-Amendments/Modifications into the Agreement to delegate authority to Director of the Health and Human Services to approve future amendments to Attachment A1-Revised of this Agreement provided there is no increase to the maximum dollar; and to revise Attachment A1 Over-The-Phone Charges and Options to reflect the increase to the maximum dollar amount; and

**WHEREAS**, on December 6, 2022, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for Insight Video Interpreting services and to replace Attachment A1-Revised with Attachment A2 to include Insight Video Interpreting Charges and Options; and

**WHEREAS**, as of the effective date of this Amendment No. 3, the Parties wish to further amend the Agreement to increase the contract maximum on page 1 of the Agreement, commencing in the Fiscal Year 2022-2023, and each automatic renewal thereof, and replace Attachment A-2 with Attachment A-3.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Seventy-Five Thousand Dollars (\$75,000.00)** of which **Twenty-Five Thousand Dollars (\$25,000.00)** is increased by virtue of this Amendment No. 3; 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. Attachment A-2 shall be replaced with “Attachment A-3” attached hereto and incorporated by reference herein, and all references in the Agreement to Attachment A-2 shall refer to “Attachment A-3” as of the effective date of this Amendment.
3. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 170846B as of the date first written above.

LANGUAGE LINE SERVICES, INC.  
DocuSigned by:  
By: Bonaventura Cavaliere  
376092BB958A4BB  
**BONAVENTURA A. CAVALIERE**  
Chief Financial Officer  
April 26, 2023

“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: April 24, 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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**ATTACHMENT A-3**  
**OVER-THE-PHONE, DOCUMENT TRANSLATION & LOCALIZATION, ON SITE**  
**INTERPRETING CHARGES AND OPTIONS, and INSIGHT VIDEO**  
**INTERPRETATION**

**Language Line**  
**Services, Inc.**

**Statement of Work**  
**LanguageLine® Phone<sup>SM</sup> and InSight Video Interpreting®**

Customer Name ("Customer"): <b>Napa County</b>	Customer # (if applicable): <b>4657</b>
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

**1. LANGUAGELINE PHONE INTERPRETING**

**1.1. SCOPE OF WORK**

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

**1.2. PHONE INTERPRETING FEES**

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts ..... Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID ..... \$125.00
- (c) **MONTHLY MINIMUM** per CID ..... \$100.00
- (d) **PLATFORM ACCESS FEE** per call ..... \$0.25
- (e) **THIRD PARTY DIAL OUT FEE** per call ..... \$5.00
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment ..... \$200.00
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$1.85
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$1.95
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$1.95

4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$1.95
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1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
  - 1Solution™ Analog Dual Handset Phone ..... \$4.50
  - 1Solution Dual Handset IP Phone..... \$12.50
  - Panasonic® Cordless Phone with Dual Handsets ..... \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@language.com and ContractAdministrationTeam@language.com. Details will be available from your Account Executive.
  - 1Solution Analog Dual Handset Phone..... \$60.00
  - 1Solution Dual Handset IP Phone..... \$150.00
  - Panasonic Cordless Phone with Dual Handsets..... \$85.00
  - Panasonic Headset ..... \$25.00
  - Handsets ..... \$10.00
  - Handset Splitters (price per unit)..... \$6.00
  - Wall Splitters (price per unit) ..... \$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION.** Please check the appropriate box below to indicate your choice. ....
  - ☐ Monthly Service Fee applied per Client Identification number ("CID") based on the total number of activated devices:
  - Up to 10 Activated Devices ..... \$30.00/month

Up to 100 Activated Devices ..... \$75.00/month  
 101+ Activated Devices.....\$200.00/month  
**OR**  
☒ One-time Activation Fee applied per Customer for unlimited activated devices .....  
 .....\$2,500.00/one-time fee

(b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85
3	Other Spoken Languages	\$1.95

**2.3. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING**

- (a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record any phone or video calls and therefore has



no record of the call content. With respect to the App's electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call's completion.

- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine's MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled "on" at all times, with "Always Allow Location Access" selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours' notice to Customer, LanguageLine, during a Customer's regular business hours, may enter the Customer's premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.
- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

### 3. DOCUMENT TRANSLATION & LOCALIZATION

**PRICING:** Prices for the Services shall be as specified by LanguageLine to Customer either in this SOW or in an Estimate (Quote) sent in response to each Customer request for a translation or localization project. Estimates are based upon (i) the actual wordcounts contained in the documents or files provided by Customer, (ii) specifications and information originally submitted by Customer, and (iii) the delivery requirements requested by Customer. Estimates that are not based on actual wordcounts at the time the Estimate is prepared will be adjusted to reflect actual wordcounts upon completion of the project. Adjustments to the Estimate may be necessary if specifications are changed or added, or if work not covered in the original quotation is requested by Customer. Estimates are only valid for thirty days or as otherwise specified in writing.

TIERS	TARGET LANGUAGES	TRANSLATION FEE (PER WORD)
<b>Tier 1</b>	Chinese (Simplified), Chinese (Traditional), Spanish (US/Latin America)	\$0.18/word
<b>Tier 2</b>	Arabic, French, German, Italian, Portuguese (Brazil), Russian	\$0.24/word
<b>Tier 3</b>	Bosnian, Bulgarian, Croatian, Czech, Greek, Haitian Creole, Hungarian, Romanian, Serbian, Slovak, Slovenian, Turkish, Ukrainian	\$0.26/word
<b>Tier 4</b>	Burmese, Hmong, Japanese, Korean, Nepali, Somali, Tagalog, Thai, Vietnamese	\$0.28/word
<b>All other (LanguageLine supports 240+ languages)</b>		\$0.35/word

\*NOTE: Translation fees include Translation and Editing and are based on the English word count.

ADDITIONAL PRICING COMPONENTS	Standard Turnaround
Minimum charge per document translation order	\$99.00 – Spanish \$125.00 – all other languages
Proofreading (third linguistic step when required)	\$65.00/hour
Basic Layout/Formatting/Desktop Publishing	\$55.00/hour
Graphic Design Services	\$55.00/hour
In-Language Recordings	Individual Quote
UI, HTML, XML Engineering	Individual Quote
Transcription/Translation of Audio or Video files	Individual Quote
Project Management.....10% of the invoice value (0.5 hour minimum @\$55.00/hour)	
No delivery charge for Fax, E-mail, or US Mail (additional charges apply for courier services)	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services	

**DELIVERY GUIDELINES:**

Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine’s best judgment before commencing work. Additional services could add extra days to a project timeline.

- Less than 1,500 words .....1 - 3 business days
- 1,501 to 4,000 words .....4 - 6 business days
- 4,001 to 7,500 words .....6 - 8 business days
- Greater than 7,501 words.....8 + business days

**RUSH FEES:**

A 50% rush charge will apply when an expedited delivery date is requested.

**OTHER NOTES:**

- Business hours are Monday – Friday, 8 a.m. to 5 p.m. (Pacific Time)
- Requests received on weekends and holidays will be processed on the next business day.
- Holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.
- Translation charges will appear in a single, monthly invoice.

- 3.1 ORDERS.** Orders authorized by Customer may only be canceled by Customer if Customer pays for all of the work performed by LanguageLine, including all fees, costs and expenses incurred by LanguageLine in connection with the order prior to cancellation. If Customer changes the original text, alters specifications, or adds new specifications after Customer has authorized LanguageLine to begin work, the changes, alterations, or additions may result in additional charges and adjustments of deadlines.
- 3.2 TERMINOLOGY.** Unless Customer provides terminological reference material like glossaries or terminology lists, LanguageLine will use its best judgment in the selection of terms pertinent to a given field. Customer will be charged for and will pay for all changes to such terms.
- 3.3 APPEARANCE.** When the Services include formatting, typesetting, page layout, or artwork, LanguageLine will seek the closest match practicable between the appearance of the original and that of the finished product or will layout as Customer specifies. Unless the Estimate states otherwise, LanguageLine does not guarantee that the format, fonts, typefaces, point sizes, text density, artwork, colors, paper, and other elements of printed documents it chooses and those of the original will be identical. Translated documents are sometimes longer or shorter than the original, and technical or other considerations may result in elements of appearance different from the original.
- 3.4 EDITING.** Any editing or alteration of the delivered product required by Customer in cases where the style or other matter had been left to the judgment of LanguageLine, including stylistic or preferential linguistic changes, may result in additional charges to Customer. Translation errors will be corrected at no extra charge.
- 3.5 CHANGE ORDERS.** Change order requests from Customer will be analyzed by LanguageLine for cost and schedule impact. If, in LanguageLine’s reasonable judgment, the requested changes can be implemented without requiring additional time or resources and without affecting LanguageLine’s ability to maintain the project schedule, LanguageLine will implement the change at no additional cost to Customer. Otherwise, prior to proceeding with any changes, LanguageLine will provide Customer with a written change order quote for the additional work that includes (1) price change and (2) impact on schedule. Customer may, at its discretion, accept or reject LanguageLine’s change order proposal.

Change orders shall be considered effective upon written approval. Each party shall use its best efforts to respond as expeditiously as possible to such change requests and change order proposals.

**3.6 PAYMENT.** (a) Unless otherwise stated in an Estimate, invoices will be issued at the end of the month in which the project is delivered. (b) All errors, claims, or requests for adjustment must be presented within thirty (30) days after the date of delivery or such work will be deemed to have been accepted. (c) Charges due and unpaid thirty (30) days after invoice shall bear interest from the date payment is due at the rate of one and one-half percent (1 1/2 %) per month (eighteen percent (18%) per annum).

**3.7 CUSTOMER PROPERTY.** At Customer's request, Customer property delivered to LanguageLine for use in the providing of the Services will be returned to Customer upon completion of the work by LanguageLine without any liability for loss or damage.

**3.8 ADDITIONAL LIMITED WARRANTY.** In addition to the Limited Warranty in the Master Services Agreement between the parties, LanguageLine's sole obligation for Services is the re-performance, at no additional charge to Customer, of that portion of those Services that LanguageLine and Customer agree to be defective. Defects include translation errors, but do not include subjective elements of style. LanguageLine shall correct any agreed upon defect within thirty (30) days of notice from Customer.

#### 4. ONSITE INTERPRETING

##### HOURLY RATES AND CHARGES

OnSite Interpreting	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$125.00	\$125.00	\$125.00
Non-Standard Hourly Rate	\$187.50	\$187.50	\$187.50
Emergency/Holiday Hourly Rate	\$250.00	\$250.00	\$250.00

**4.1 STANDARD HOURLY RATE.** 8:00 a.m. - 5:00 p.m. local time Monday through Friday with more than one full business days' notice.

**4.2 NON-STANDARD HOURLY RATE.** Before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or assignments with less than one full business days' notice.

**4.3 EMERGENCY/HOLIDAY RATE.** Assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

**4.4 CANCELTION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the Minimum Appointment Time or reserved time for the assignment.

**4.5 MINIMUM APPOINTMENT TIME.** Two Hours. Time beyond Minimum Appointment Time will be billed in 15 minute increments.

**4.6 BILLING.** Billing will be for the greater of time reserved or actual time, subject to the minimum.

**4.7 MILEAGE REIMBURSEMENT.** Mileage reimbursement charged at prevailing IRS rate, currently \$0.655 per mile. If the one way travel exceeds 60 miles, travel time may be charged at the applicable hourly rate. Parking/tolls charged if applicable.

**BILLING OPTIONS:**

- ☒ Electronic Bill ..... FREE
- ☐ Hierarchical Bill /Month ..... \$30/month
- ☐ Custom billing fee (per invoice, per month) ..... \$30/invoice/month
- ☐ Historical Invoices over 90 days (per monthly invoice requested) ..... \$30/invoice/month
- ☐ Paper Bill ..... \$10

**CUSTOM REPORTING OPTIONS:**

- ☐ Custom Report Set-up (per hour)..... \$250/hour
- ☐ Custom report maintenance ..... \$30/month

**SERVICE OPTIONS:**

- ☐ Custom 800 line maintenance ..... \$30/month
- ☐ Custom 800 line set-up ..... \$150
- ☐ Custom greeting maintenance ..... \$30/month
- ☐ Custom greetings set-up..... \$50
- ☐ Custom recording for redirection of old/abandoned number set-up..... \$50
- ☐ Custom recording for redirection of old/abandoned number ..... \$10/month

**OPTIONAL TRAINING ASSISTANCE AND MATERIALS:**

- ☐ Buddy Tags (50 tags per set)..... \$50
- ☐ Customized reference and support materials development (per hour) ..... \$179
- ☐ Desk top displays (each) ..... \$11
- ☐ Language identification cards (each set of 50)..... \$49
- ☐ Posters (each)..... \$10
- ☐ Quick Reference Guides Wallet Cards (0-50)..... \$10
- ☐ Quick Reference Guide Postcards (0-50)..... \$10
- ☐ Quick Reference Guides and Wallet Cards (each additional set of 50)..... \$29
- ☐ Training / Awareness assistance (on site per day/per person)..... \$500
- ☐ Training / Awareness assistance (telephone/per session)..... \$125

**5. OTHER FEES**

- 5.1. FINANCE FEE.** Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.
- 5.2. OPTIONAL PAPER INVOICE.** Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer ..... \$1.75
- 5.3. OPTIONAL CUSTOMIZATIONS**
  - (a) Report configuration per hour..... \$250
  - (b) Report maintenance per month..... \$30
  - (c) Training assistance on site per day per training..... \$500
  - (d) Training materials development per hour..... \$179

Customer	LanguageLine
Accepted and agreed to date:	Accepted and agreed to date: April 26, 2023 <small>DocuSigned by:</small>
Signature:	Signature: <i>Bonaventura Cavaliere</i> <small>376092BB958A4BB...</small>
Name: BELIA RAMOS	Name: Bonaventura A. Cavaliere
Title: Chair of the Board of Supervisors	Title: CFO

The maximum amount shall not exceed \$50,000.00 per County 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:** 5/16/2023

**File ID #:** 23-0710

**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Jennifer Palmer, Director of Housing & Homeless Services  
**SUBJECT:** Regional Early Action Planning Grant Suballocation Agreement

### **RECOMMENDATION**

Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Agreement No. 230401B with the Association of Bay Area Governments for a maximum of \$102,201 for the term May 16, 2023 through December 31, 2023, to support funding a farmworker needs assessment.

### **EXECUTIVE SUMMARY**

The Association of Bay Area Governments (ABAG) received grant funds awarded by the State of California Department of Housing and Community Development and has suballocated \$102,201 to support a farmworker needs assessment for planning of affordable housing on agricultural land near urban areas. The term of the agreement shall begin on May 16, 2023 and conclude on December 31, 2023.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2080, Affordable Housing Trust Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate to apply for or accept funds.
Is the general fund affected?	No
Future fiscal impact:	Funds will be expended through 2023
Consequences if not approved:	Napa County will not receive State allocated funding for the farmworker needs assessment.
County Strategic Plan pillar addressed:	Effective and Open Government

**ENVIRONMENTAL IMPACT**

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

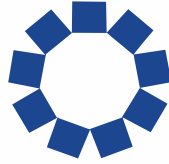
**BACKGROUND AND DISCUSSION**

On September 13, 2022, the Board of Supervisors directed staff to conduct a Farmworker Housing and Community Needs Assessment (“Assessment”). The purpose of the Assessment is to collect the necessary data to inform future discussion and planning about farmworker housing and community-based support service’s needs. The County conducted an Assessment in FY 11/12 which was released in 2013. A Grand Jury report in 2018 recommended a new Assessment be conducted. The establishment of the Division of Housing & Homeless Services within the CEO’s office (merging Homeless Programs, County Affordable Housing and the Napa County Housing Authority into a single Department) in July of 2019, followed by the pandemic, both delayed the timing of planning for a new Assessment.

On September 28, 2022, Housing Commissioners approved creation of an ad hoc committee to provide input and direction on a Scope of Work for a Farmworker Housing and Community Needs Assessment Request For Proposal (RFP). On January 3, 2023 Housing & Homeless Services staff released a Request for Proposal. Despite multiple inquiries and interest from private and public entities, no proposals have been received due to limited staffing capacity at each of the interested organizations. County staff are now pursuing strategies and methods to conduct a survey directly, through the possible hiring of an Extra Help/Outreach position and coordination with non-profit service providers and local employers.

To support the County with the farmworker needs assessment, the Association of Bay Area Governments (ABAG) is suballocating \$102,201 through grant funds awarded by the State of California Department of Housing and Community Development. Funding includes access to City Innovative, Inc., a project management platform to assist with procurement, contracting, and invoicing process. Eligible uses of funding include staff time, contracts and outreach-related expenses.

The term of the agreement shall begin on May 16, 2023 and conclude on December 31, 2023.



ASSOCIATION  
OF BAY AREA  
GOVERNMENTS

Bay Area Metro Center  
375 Beale Street, Suite 700  
San Francisco, CA 94105  
415.820.7900  
[www.abag.ca.gov](http://www.abag.ca.gov)

May 16<sup>th</sup>, 2023

*Jesse Arreguin, President*  
Mayor, City of Berkeley

*Belia Ramos, Vice President*  
Supervisor, Napa County

*David Rabbitt*  
*Immediate Past President*  
Supervisor, Sonoma County

*Karen Mitchoff*  
*Chair, Regional*  
*Planning Committee*  
Supervisor, Contra Costa County

*Jesse Arreguin*  
*Chair, Legislation Committee*  
Mayor, City of Berkeley

*Karen Mitchoff,*  
*Chair, Finance Committee*  
Supervisor, Contra Costa County

Belia Ramos  
Chair of Board of Supervisors  
County of Napa  
1195 Third Street  
Napa, CA 94559

**RE: REGIONAL EARLY ACTION PLANNING (REAP) GRANT SUBALLOCATION AGREEMENT, COUNTY OF NAPA**

Dear Belia Ramos:

This letter, effective as of May 16<sup>th</sup>, 2023 (“Effective Date”) is the agreement between County of Napa (“Recipient”) and the Association of Bay Area Governments (“ABAG”) to support a farmworker needs assessment to support planning for affordable farmworker housing on agricultural land near urban areas (“the Agreement”).

WHEREAS, ABAG has received grant funds awarded by the State of California Department of Housing and Community Development (“HCD”) Grant Agreement No. 19-REAP-13915 (“REAP Grant Agreement”), attached hereto and incorporated herein by this reference as Attachment B, pursuant to the Notice of Funding Availability – REAP (“REAP NOFA”), attached hereto and incorporated herein by this reference as Attachment C. Accordingly, any applicable clauses in Attachments B and C are hereby imposed upon Recipient; and

WHEREAS, ABAG has obtained funds from the California Department of Housing and Community Development (“HCD”), the state-required clauses in Attachment D, State-Required Clauses, are attached hereto and incorporated herein; and

WHEREAS, ABAG has suballocated REAP funding to support the Project. Pursuant to Article 4 below, Recipient has opted to receive the funds directly to administer a contract to complete the Project. Payments will be made directly to the Recipient based on the conditions in Article 4.

1. It is agreed that Recipient either has or will perform all the services specified in Attachment A-1, Scope of Work, according to the schedule in Attachment A-2, Project Payment Schedule, both attached hereto and incorporated herein by this reference, and in compliance with the requirements of all other attachments to this Agreement, which are also incorporated herein by this reference.
2. Work will be reviewed by Heather Peters or a designated representative (herein “ABAG Project Manager”) for compliance with the terms of this agreement including the terms of Attachments B and C hereto. Eligible activities must be related to housing planning and facilitate the streamlining and acceleration of housing production. Ineligible activities include:
  - a) RHNA appeals;
  - b) Activities unrelated to accelerating housing production;
  - c) Activities unrelated to preparation and adoption of planning documents, and process improvements to accelerate housing production;
  - d) Activities that obstruct or hinder housing production, e.g., moratoriums, downzoning, planning documents with conditional use permits that significantly impact approval certainty and timing, planned development, or other similarly constraining processes;
  - e) Capital financing, operation or funding related to programs of individual housing development projects; and
  - f) Administrative costs of persons employed by the grantee for activities not directly related to the preparation and adoption of the proposed Activity or Activities.
3. ABAG has developed a project management platform with City Innovate, Inc. (City Innovate) to assist in the procurement, contracting, and invoicing process. The Terms & Conditions of use for the City Innovate platform are attached hereto and incorporated as Attachment F-1 and the Software as a Service Agreement by City Innovate and ABAG dated April 15, 2021, is attached hereto and incorporated as Attachment F-2. Accordingly, Recipient shall comply with any and all applicable clauses in Attachment F-1 and Attachment F-2.
4. ABAG has suballocated one hundred two thousand, two hundred and one dollars and zero cents (\$102,201.00) (“Maximum Payment”), which Recipient has elected to receive directly. Expenses shall not exceed the Maximum Payment. Recipient will be compensated for the work in accordance with Attachment A-2.—ABAG shall make payments to Recipient in accordance with the provisions described in Attachment A-2. Contingent upon Recipient’s satisfactory completion of work products or milestones, as applicable, required under Attachment A-1, Recipient shall submit invoices to ABAG for reimbursement of that portion of the funds available to Recipient that have been expended or are due to third parties. These invoices will refer to the deliverables listed in Attachment A-2 to allow for expenditure tracking at the task level. Invoices shall be provided no more frequently than prescribed by ABAG in Attachment A-2. In addition, all supporting documentation must accompany expenditures

included on Recipient invoices. Payment shall be made by ABAG within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of ABAG's Project Manager or a designated representative. Recipient should submit invoices electronically via email to ABAG at HousingTA@bayareametro.gov or as directed by the ABAG Project Manager.

5. To the extent requested by the ABAG Project Manager, Recipient, or consultant procured by ABAG on behalf of Recipient (if any), shall submit communications and progress reports no more frequently than quarterly and required documentation, including but not limited to invoices, requests for agreement modifications, and information on payments received and made to subrecipients, subrecipient utilization, and if applicable, certified payrolls, to the ABAG Project Manager or their designee via one or more web-based systems designated by ABAG to which ABAG will provide Recipient with system access. ABAG may withhold payment of invoices and/or require consultant procured by ABAG on behalf of Recipient to cease or suspend work pending receipt of such communications, progress reports and required documentation via the applicable web-based system.

6. Recipient acknowledges that a goal of ABAG's Regional Housing Technical Assistance Program is to share work product funded in whole or in part by REAP widely to achieve economies of scale and to avoid inefficient duplication of effort. To further this goal, Recipient shall provide a copy of the final work product described in Attachment A-1 to ABAG via email to HousingTA@BayAreaMetro.gov within 10 days of completion. If completion of a task contained in Attachment A-1 does not result in the production of a document, then Recipient shall submit a short summary of the work completed to the reasonable satisfaction of ABAG, including lessons learned, to MTC/ABAG via email to HousingTA@BayAreaMetro.gov within 10 days of completion.

Additionally, Recipient acknowledges that all work product created pursuant to this Agreement is subject to the joint ownership requirements of Section 12, State-Owned Data, of Exhibit D, REAP Terms and Conditions, of Attachment B, REAP Grant Agreement, as work product is defined therein, and Recipient shall take all necessary actions to comply and have its subcontractors and/or subconsultants comply with such requirements.

7 All work product described in Attachment A-1 shall comply with federal accessibility requirements, as specified in Section 508 of the Rehabilitation Act (29 U.S.C. § 798 SECTION 508"). Compliance encompasses both website structure (design, layout, function), and website content (text, images, documents).

8. Recipient acknowledges that a goal of ABAG's Regional Housing Technical Assistance Program is to facilitate statewide, regional, and subregional collaboration on housing planning. To further this goal, at all times through the term of this Agreement, Recipient shall designate at least one person who is currently responsible for providing housing planning services to it to receive communications from ABAG, HCD and subregional Planning Collaboratives and their representatives

regarding available technical assistance at the state, regional and subregional levels. Recipient designates the following person(s) to receive these communications and shall notify ABAG via email at [HousingTA@BayAreaMetro.gov](mailto:HousingTA@BayAreaMetro.gov) of a replacement designee in the event of a change in personnel within 10 days:

Alex Carrasco  
Staff Service Analyst  
[alex.carrasco@countyofnapa.org](mailto:alex.carrasco@countyofnapa.org)  
707-299-1352

9. The term of the Agreement shall begin on the Effective Date and conclude on December 31, 2023, unless ABAG terminates this Agreement earlier as provided below.

10. If Recipient fails to perform as specified in the Agreement, or if HCD terminates REAP funding to ABAG due to failure of the California Legislature to appropriate sufficient funds for the REAP program, ABAG may terminate the Agreement for cause by advance 10-day written notice, providing Recipient with the opportunity to cure the default or present an acceptable plan for cure within the 10-day period. At the end of the 10-day period, if the default has not been cured or an acceptable plan of cure presented, ABAG may issue a notice of termination for default, effective immediately, and Recipient will be entitled only to costs incurred for acceptable work performed in accordance with the Agreement, not to exceed the maximum amount payable under the Agreement for such work.

11. Recipient agrees to require any consultant contracted to perform work related to the completion of the Scope of Work after the effective date of this Agreement to name the ABAG Indemnified Parties (as defined in Paragraph 14 below) and California Department of Housing and Community Development (HCD) as additional insureds in the same manner as Recipient in any agreement that requires the consultant to obtain and maintain insurance and to name Recipient as an additional insured.

Upon request by ABAG, Recipient shall deliver to ABAG insurance documentation (including Certificates of Liability Insurance, Evidences of Property Insurance, endorsements, etc.) verifying the coverages. Such evidence of insurance shall make reference to all provisions and endorsements as required by the agreement between Recipient and consultant and shall be signed by the authorized representative of the Insurance Company shown on the insurance documentation. The Project name shall be clearly stated on the face of each Certificate of Liability Insurance and/or Evidence of Property Insurance. ABAG reserves the right to require copies of all required policy declarations pages or insurance policies, including endorsements, required by these specifications, at any time.

12. Except for invoices and any communications required to be submitted by Recipient via web-



based system, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, or emailed to such party at their respective addresses as follows:

To ABAG:                      Attention: Heather Peters  
Association of Bay Area Governments  
375 Beale Street, Suite 700  
San Francisco, CA 94105  
Email: hpeters@bayareametro.gov

To RECIPIENT:              Attention: Belia Ramos  
Chair of Board of Supervisors  
County of Napa  
1195 Third Street  
Napa, CA 94559  
Email: Belia.Ramos@countyofnapa.org

13. In performing work under the Agreement, Recipient will be acting as an independent contractor and not as an agent or employee of ABAG. Recipient will have no authority to contract in the name of ABAG, and Recipient will be responsible for its own acts and those of its agents and employees.

14. Recipient shall indemnify, defend, and hold harmless ABAG, MTC, and their respective board members, representatives, agents and employees (“ABAG Indemnified Parties”) from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of Recipient, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

15. Recipient agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. Recipient further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three (3) years following final payment to Recipient, (b) four (4) years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest; and ABAG may inspect and audit such records during that period of time.

16. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between ABAG and Recipient that cannot be resolved through the informal, good faith efforts of the parties may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time. If a dispute is not resolved through discussion or the parties do not

agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. Recipient must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action. The prevailing party in any dispute shall be entitled to payment of its attorneys' fees and costs. This section shall survive the termination or expiration of the Agreement.

17. All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

18. Recipient may subcontract to consultants or contractors for performance of portions of the work required under this Agreement, without the prior written consent of ABAG, provided Recipient complies with any other applicable requirements of this Agreement and the applicable Attachments hereto, and applicable federal and state requirements.

19. For purposes of this Agreement, "subconsultant" shall mean any consultant or contractor under contract with the Recipient to perform Project work. Any subconsultants must be engaged under written contract with Recipient with provisions allowing Recipient to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of Recipient. ABAG's Project Manager shall be notified in writing of any substitution or addition of subconsultants.

20. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between ABAG and any subconsultants, and no subcontract shall relieve Recipient of his/her responsibilities and obligations hereunder. Recipient agrees to be as fully responsible to ABAG for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Recipient. Recipient's obligation to pay its subconsultants is an independent obligation from ABAG's obligation to make payments to Recipient.

21. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement entered into under of this Agreement. If the Recipient already has a subconsultant in place performing applicable work, then Recipient is responsible for communicating to its subconsultant of all applicable provisions of this Agreement.

22. This Agreement constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Any changes to this agreement may only be amended by mutual agreement of ABAG and Recipient at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the authorized Executive or a designated representative of ABAG and Recipient and specifically identified as

amendments to the Agreement. The ABAG Project Manager is not a designated representative, for purposes of executing an amendment.

23. If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

24. This Agreement is not for the benefit of any person or entity other than the parties.

If you agree, please sign this letter in the space provided below.

Very truly yours,

Andrew B. Fremier  
Metropolitan Transportation Commission  
Executive Director  
Acting pursuant to the Contract for Services dated  
May 30, 2017

Accepted and Agreed to this:

Date: \_\_\_\_\_

\_\_\_\_\_  
Belia Ramos  
Chair of Board of Supervisors  
County of Napa

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>May 2, 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>
---	--	--

## **ATTACHMENT A-1**

### **SCOPE OF WORK FOR COUNTY OF NAPA (“RECIPIENT”)**

All work will support the overarching goals of the REAP program to support planning activities that (1) accelerate housing production or (2) facilitate compliance in implementing the sixth cycle of the RHNA.

Funds will only be used for planning activities and will not be used to support RHNA appeals or the development of specific housing projects, including capital financing, building operation costs, or resident services.

### **TASK 1 – REIMBURSEMENT FOR COSTS ASSOCIATED WITH FARM LABOR HOUSING NEEDS ASSESSMENT**

Recipient will incur costs associated with farmworker needs assessment to support planning for affordable farmworker housing on agricultural land near urban areas and will submit invoices for reimbursement of eligible expenses not to exceed the amount of the grant.

#### ***Task 1 Deliverables:***

- 1.1 Invoices for costs associated with farmworker needs assessment to support planning for affordable farmworker housing on agricultural land near urban areas

**ATTACHMENT A-2**

**PROJECT PAYMENT SCHEDULE FOR COUNTY OF NAPA (“RECIPIENT”)**

**All work described in this Agreement must be completed by December 31, 2023, and properly invoiced, to ABAG no later than December 31, 2023.** ABAG will reimburse Recipient for all expenses deemed reasonable and necessary by ABAG incurred by Recipient in the performance of this Agreement. Recipient shall submit invoices for:

<b>DELIVERABLE</b>	<b>DUE DATE</b>	<b>AMOUNT</b>
<b><u>TASK 1 – REIMBURSEMENT FOR COSTS ASSOCIATED WITH FARM LABOR HOUSING NEEDS ASSESSMENT</u></b>		
1.1 Invoices for costs associated with farmworker needs assessment to support planning for affordable farmworker housing on agricultural land near urban areas	12/31/2023	\$102,201.00

**ATTACHMENT B**

**STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY  
DEVELOPMENT GRANT AGREEMENT NO. 19-REAP-13915 (INCLUDES AMENDMENTS)**



**ATTACHMENT C**

**NOTICE OF FUNDING AVAILABILITY – REAP**

## **ATTACHMENT D**

### **STATE REQUIRED CLAUSES**

#### **FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this agreement, Recipient shall not discriminate against any employee for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Recipient shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Recipient shall post in conspicuous places, available to employees for employment, notices to be provided by the State of California ("STATE") setting forth the provisions of this Fair Employment section.
2. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full. Each of the Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.
3. Recipient shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this agreement.
4. Recipient shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this agreement.
5. Remedies for Willful Violation:
  - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Recipient was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Recipient has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate funding either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to Recipient, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure Recipient's breach of this agreement.

**ATTACHMENT E**

**NOT USED**

## **ATTACHMENT F-1**

### **TERMS & CONDITIONS OF USE FOR CITY INNOVATE PLATFORM**

The Association of Bay Area Governments (“ABAG”) has entered into a Software as a Service Agreement with City Innovate, Inc. dated April 15, 2021 (the “ABAG Agreement” which is attached to this Agreement as Attachment F-2), to provide access to a proprietary online platform (the “Platform”) that is intended to allow government agencies to:

- Search profiles of consultants that have been pre-approved to sit on the Regional Planning Consulting Bench, review their pricing, experience, work samples and DBE/SBE status.
- Streamline the informal vendor bidding process when local rules allow, including functionality allowing for drafting and submitting requests for bids and addendums.
- Track progress on project milestones; and
- Route invoices for approval.

During the term of the ABAG Agreement, ABAG will provide Recipient with one (1) set of logs in credentials for the Platform free of charge to utilize the features of the Platform listed above subject to the terms and conditions set forth in this Attachment. Recipient acknowledges that use of the Platform is provided only for Recipient’s own use and agrees not to use the Platform for the benefit of any third party.

Use of the Platform by Recipient will be subject to the terms and conditions of the ABAG Agreement which is incorporated herein by this reference.

ABAG makes no express or implied warranty regarding the Platform. Recipient assumes all risk of using the Platform and shall indemnify, hold harmless and defend ABAG against any claims made related to Recipient’s use of the Platform that was not required by ABAG.

ABAG reserves the right to require Recipient, through written notice of no less than 30 days, to utilize the Platform to track the project milestones and submit invoices related to this Agreement as set forth in Attachments A-1 and A-2 and to assist in the procurement of consultants to perform said services if Recipient elects to have ABAG administer that amount on behalf of Recipient to deliver the work outlined in Attachment A-1 in the timeframes outlined in Attachment A-2. Said notice, if given, shall include information on how Recipient can obtain training in the use of the Platform and contact information for Recipient to request assistance with any questions about use of the Platform. If at any time the Platform is unavailable through no fault of Recipient, then Recipient may submit any progress reports on project milestones and invoices required by this Agreement that are due during the time of said unavailability of the Platform via email to [HousingTA@BayAreaMetro.gov](mailto:HousingTA@BayAreaMetro.gov).

Recipient is responsible for enforcing its own procurement rules when directly procuring consultants using the Platform. ABAG makes no representation of the legality of procurements issued by Recipient using the Platform. ABAG’s procurement rules shall apply to all procurements by made by ABAG to perform

services if Recipient elects to have ABAG administer that amount on behalf of Recipient to deliver the work outlined in Attachment A-1 in the timeframes outlined in Attachment A-2.

Recipient acknowledges that the Platform is not intended for the storage of Sensitive Data, and Recipient agrees not to solicit or encourage the submission of Sensitive Data or itself submit Sensitive Data in connection with the Platform. “Sensitive Data” means: (i) Social Security or other tax identification numbers; (ii) account, credit or debit card numbers, with or without any required security code, access code, PIN or password that would permit access to an individual’s financial account, and account information, including balances and transaction data; (iii) user names, passwords or other credentials for accessing any accounts on any third party systems or platforms; (iv) any personally-identifiable information or PII as defined by applicable law; and (v) any other information with respect to which the unauthorized use or disclosure thereof would be reasonably likely to cause material loss or damage to any third party.

The Platform is not intended to be a data repository or archiving tool. Recipient is solely responsible for maintaining records of its direct procurements on the Platform and is required to comply with the California Public Records Act (Government Code §6250 *et seq.*).



**ATTACHMENT F-2**

**SOFTWARE AS A SERVICE AGREEMENT BY AND BETWEEN CITY INNOVATE, INC.  
AND THE ASSOCIATION OF BAY AREA GOVERNMENTS DATED APRIL 15, 2021**



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0822

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**TO:** Board of Supervisors

**FROM:** David Morrison, Interim County Executive Officer

**REPORT BY:** Jennifer Palmer, Director of Housing & Homeless Services

**SUBJECT:** Adoption of a Resolution approving a reservation of \$3,000,000 for the first phase of affordable housing at Napa Pipe

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### **RECOMMENDATION**

Director of Housing & Homeless Services requests adoption of a Resolution reserving \$3,000,000 for the Joint Development Partnership for the Napa Pipe 85-unit affordable housing project known as "Sandpiper Place."

### **EXECUTIVE SUMMARY**

"Napa Pipe" refers to a development planned on four (4) parcels of real property in Napa County, located at 1025 Kaiser Road, which is comprised of 153 acres. The project includes development of 700 to 950 housing units, including 140 housing units affordable to low and very-low-income households, along with other facilities and amenities, office space, parks, and public open space. The owner of the Napa Pipe site, Napa Redevelopment Partners, LLC, a Delaware limited liability company, chose MidPen Housing Corporation (MPHC) to develop the affordable housing set out in the development agreement. MPHC and Napa Valley Community Housing (NVCH) have formed a Limited Partnership for the purposes of a Joint Development Partnership to develop 85 units of affordable housing on the first project of 85 units.

Affordable housing projects rely on early local funding commitments to show loan support for developments and successfully compete when applying for state and federal affordable housing funding. In addition, large projects incur significant expenses related to feasibility and pre-development design work over the course of project inception through to the start of construction represent a significant cost for developers to carry, making pre-development funding vital to long-term project success.

The financing plan for the Sandpiper Place project assumes a majority of permanent funding will come from both 4% Tax Credits and the California Department of Housing and Community Development ("HCD") Super NOFA. Napa County approved a \$750,000 loan in December 2020 for pre-development expenses to help cover costs associated with the very beginning stages of development, including engineers, architects, and other related professional expenses. MPCH and NVCH are now requesting an additional \$3,000,000 funding commitment in advance of the HCD Super NOFA application in June 2023 to demonstrate strong local project

support and provide additional predevelopment funding through the start of construction.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Funding for the predevelopment loan would come from the Affordable Housing Fund. The current available balance is approximately \$6 million.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	By contractual agreement, Napa County agreed to assist in the development of three projects at the Napa Pipe site for affordable housing. Two of those sites have been combined to make a larger, financially feasibly 85-unit project.
Is the general fund affected?	No
Future fiscal impact:	This request is for a funding commitment. Staff will return at a future date in FY 23/24 with loan documents and a Budget Transfer increasing expenditures in Affordable Housing Fund - Affordable Housing Projects (Org 2080010) in the amount of \$3,000,000.
Consequences if not approved:	If not approved, MPCH and NVCH will have to locate alternate sources of funding and the project would be significantly less competitive for HCD Super NOFA funding
County Strategic Plan pillar addressed:	Livable Economy for All

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The City of Napa has conducted environmental review of the project and related approvals under the California Environmental Quality Act (“CEQA”). In particular, and Addendum to the Napa Pipe EIR was prepared by the city as an addendum to the Napa Pie Final Environmental Impact report certified by the Napa County Board of Supervisors on January 14, 2013. The 2019 Addendum concluded that none of the conditions described under CEQA Guidelines Section 15162 requiring further environmental review were present, and accordingly, no subsequent or supplemental environmental impact report or negative declaration was required for the Project. Likewise, no additional environmental review is required for the County’s approval of the loan in that no changes have been made to the contemplated development and related approvals under review by the City.

### **BACKGROUND AND DISCUSSION**

On October 8, 2013, the City of Napa (“City”) and Napa County (“County”) entered into a Memorandum of Understanding (“MOU”) regarding the future development of four parcels of land in unincorporated Napa County comprising approximately 154 acres and commonly referred to as the Napa Pipe site (APNs 046-412-006, 046-412-007, 046-400-054 and 046-400-055, hereafter, “the Property”). Napa Pipe was designated in the County’s Housing Element as affordable housing sites that could accommodate the County’s Regional Housing

Needs Allocation (RHNA). When it became clear that the parcels would eventually annex to the City, the City and County worked together to ensure that annexation would occur without jeopardizing the County's Housing Element or taking away from the County's ability to meet future RHNA obligations. Thus, the parties entered into various agreements, including the MOU and the sharing of the County's RHNA in future housing element cycles, as allowed by statute.

The MOU between the City and County provides in Section 2.3(e) that the City and County may enter into a RHNA agreement as allowed under Government Code Section 65584.07 providing for the transfer to the City of eighty percent (80%) of the County's RHNA obligation for each housing element planning period commencing with the sixth and subsequent revisions (as defined in Government Code Section 65588), during such time as the County's Measure P (approved by the voters in November 2008) remains in effect, provided that certain requirements of the MOU are satisfied. The parties subsequently entered into a RHNA Agreement, as contemplated by Section 2.3(e) of the MOU.

Approval of the Project and successful implementation of the MOU was intended to allow the County to meet its RHNA for the 2014-2022 housing element planning period (fifth revision) and obtain a certified housing element. Under the terms of the Development Agreement, the parties anticipated the residential portions of the Project would be developed in phases, and as building permits were issued for each phase, the portions of the Property that had been developed would be annexed to the City.

An amended and restated MOU was entered into on December 12, 2019. The revised MOU provides for RHNA transfers from the County to the City in the sixth and subsequent housing element planning periods, so long as the County's Measure P remains in effect, for the benefit of both the City and the County and in furtherance of City and County policies to preserve agricultural lands in Napa County so as to maintain a viable agriculture-based economy, prevent urban sprawl, direct growth and development into existing cities, and promote infill and smart growth. The MOU amended and restated the original to reflect the intended annexation of the entire Property to the City and prioritize eighty (80%) of the County's Affordable Housing Funds to finance affordable housing projects within the City of Napa in recognition of the City's agreement to assume the County's ongoing RHNA obligation.

As part of the Project and as set forth in the Affordable Housing Plan in the Project Development Agreement, Napa Redevelopment Partners conveyed (at no cost to the City), two developable affordable housing parcels to the City to accommodate the development of up to 140 affordable housing units on the Property, and the City in turn conveyed the developable affordable housing parcels to a qualified affordable housing developer (at no cost to the developer) for the construction of the contemplated affordable housing units. The two affordable housing parcels are intended to be developed in two separate phases. MidPen Housing Corporation ("MPHC"), a nonprofit public benefit corporation, was the selected qualified affordable housing developer responsible for developing the affordable housing units.

On December 8, 2020, County Board of Supervisors approved a \$750,000 loan to MPHC for pre-development expenses to help cover costs associated with the beginning stages of development on the first phase, which will include an 85-unit development providing affordable housing to a variety of low and very-low-income residents, including 1, 2 and 3-bedroom units for households earning between 25% to 80% of Area Median Income. Eligible pre-development costs include such fees as those from engineers, architects, and other related professional expenses, and are an allowed use of Affordable Housing Funds per the County's approved

guidelines.

MPCH and Napa Valley Community Housing have since formed a Limited Partnership for the purposes of a Joint Development Partnership for the phase one project now known as “Sandpiper Place.” The Partnership is now requesting a second funding commitment in advance of the HCD Super NOFA application in June 2023 to demonstrate strong local project support. The Housing Commission has previously reviewed this project and recommended approval of project financing. Affordable Housing Fund guidelines also require a proportional number of the project units be set aside for the Coordinated Entry System (CES) serving individual experiencing or at-risk of experiencing homelessness. Similarly developed affordable multi-family residential recently funded projects have included CES MOU’s requiring between 9-12% of the total number of units in the project be set-aside for CES placements.

Affordable housing projects rely on early local funding commitments to show loan support for developments and successfully compete when applying for state and federal affordable housing funding. In addition, large projects incur significant expenses related to feasibility and pre-development design work over the course of project inception through to the start of construction represent a significant cost for developers to carry, making pre-development funding vital to long-term project success.

The financing plan for the Sandpiper Place project assumes a majority of permanent funding will come from both 4% Tax Credits and the California Department of Housing and Community Development (“HCD”) Super NOFA. Napa County approved a \$750,000 loan in December 2020 for pre-development expenses to help cover costs associated with the very beginning stages of development, including engineers, architects, and other related professional expenses. MPCH and NVCH are now requesting an additional \$3,000,000 funding commitment in advance of the HCD Super NOFA application in June 2023 to demonstrate strong local project support and provide additional predevelopment funding through the start of construction.

The anticipated permanent funding sources for the project are (subject to change):

Permanent Loan: \$4,728,639 (\$55,631 per unit)

Tax Credit Investor Proceeds: \$22,924,422 (\$269,699 per unit)

GP Equity: \$5,481,051 (\$64,483 per unit)

Land Donation: \$1,500,000 (\$17,647 per unit)

Napa Pipe Community Linkage Fee: \$725,000 (\$8,529 per unit)

2019 Affordable Housing Fund Loan: \$750,000 (\$8,824 per unit)

State HOME Funds: \$1,076,529 (\$12,665 per unit)

2023 Affordable Housing Fund Loan: \$3,000,000 (\$35,294 per unit)

Affordable Housing Program, FHFA: \$1,260,000 (\$14,824)

Total Permanent Sources: \$63,674,468 (\$749,111 per unit)

Today’s action requests adoption of a resolution reserving \$3,000,000 for the Joint Development Partnership for the phase one Napa Pipe 85-unit affordable housing project known as “Sandpiper Place.” Staff will return at a future meeting with a request for loan approval and award.





**RESOLUTION NO. 2023-**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE  
OF CALIFORNIA, RESERVING \$3,000,000 FROM THE NAPA COUNTY  
AFFORDABLE HOUSING FUND TO MID-PEN HOUSING TO ASSIST IN THE  
DEVELOPMENT OF AFFORDABLE HOUSING UNITS FOR PHASE 1 OF THE  
NAPA PIPE PROJECT**

**WHEREAS**, Napa County receives funds under its Affordable Housing and Incentives Ordinance (County Code Chapter 18.107) and implementing resolutions to further the development of affordable housing; and

**WHEREAS**, Napa Redevelopment Partners, LLC, a Delaware limited liability company, is the owner of four (4) parcels of real property in Napa County, located at 1025 Kaiser Road, comprising approximately 153 acres and designated by Assessor's Parcel Numbers 046-412-006, 046-412-007, 046-400-054 and 046-400-055 (collectively "the Property").

**WHEREAS**, the Napa County Board of Supervisors previously adopted various land use approvals for the development of the Property, which included a tentative map, a development plan, a development agreement, and design guidelines for the Napa Pipe Zoning District portion of the Property.

**WHEREAS**, the project includes development of 700 to 945 housing units, with up to 140 housing units affordable to low and very low income families, a continuing care retirement community of up to 150 suites with up to 225 beds, a 150-room hotel, an approximately 154,000 square foot membership warehouse store and associated gas station and related facilities (such as a Costco), and a wide variety of other uses including approximately 40,000 square feet of neighborhood-serving retail and restaurants, community facilities, research and development, light industrial, warehousing and office space, and parks, public open space and other public amenities (collectively "the Project").

**WHEREAS**, upon annexation of a portion of the Property to the City of Napa in September, 2015, the City became a party to the Development Agreement and to the First Amendment to the Development Agreement. Thereafter, upon annexation of the rest of the Property to the City on December 23, 2019, the entire Property came within the boundaries of the City, and the City succeeded to all of the rights and obligations of the County under the Development Agreement and amendments.

**WHEREAS**, the City has conducted environmental review of the Project and related approvals under the California Environmental Quality Act ("CEQA"). In particular, an Addendum to the Napa Pipe EIR was prepared by the City as an addendum to the Napa Pipe Final Environmental Impact Report certified by the Napa County Board of Supervisors on January 14, 2013. The 2019 Addendum concluded that none of the conditions described under CEQA Guidelines Section 15162 requiring further environmental review were present, and accordingly, no subsequent or supplemental environmental impact report or negative declaration was required for the Project. Likewise, no additional environmental review is required for the County's approval of the loan reservation, in that no changes have been made to the contemplated development and related approvals under review by the City.

**WHEREAS**, as part of the Project and as set forth in the Affordable Housing Plan (Exhibit B to the Development Agreement), Napa Redevelopment Partners conveyed (at no cost to the City), two developable affordable housing parcels to the City to accommodate the development of up to 140 affordable housing units on the Property, and the City in turn conveyed the developable affordable housing parcels to a qualified affordable housing developer (at no cost to the developer) for the construction of the contemplated affordable housing units. The two affordable housing parcels will be conveyed in two separate phases, and the affordable units will be developed in two separate phases.

**WHEREAS**, Mid-Pen Housing Corporation, a nonprofit public benefit corporation, was the selected qualified affordable housing developer responsible for developing the affordable housing units; and

**WHEREAS**, MidPen Housing Corporation submitted an application to the County in January 2020 requesting Seven Hundred Fifty Thousand Dollars (\$750,000) in predevelopment through permanent construction financing for the first phase of development of the affordable housing units; and

**WHEREAS**, the County approved the requested loan; and

**WHEREAS**, the first phase will consists of an 85-unit development which will provide affordable housing opportunities to a variety of low and very-low income households, including 1, 2 and 3-bedroom units to households earning between 25% and 80% Area Median Income; and

**WHEREAS**, the initial financing plan for Sandpiper Place assumes the majority of funding will come from both 4% Tax Credits and California Department of Housing and Community Development (“HCD”) Super NOFA; and

**WHEREAS**, MidPen Housing Corporation and Napa Valley Community Housing have submitted a request to the County for an additional Three Million Dollars (\$3,000,000) in predevelopment through permanent construction financing for the first phase of development of the affordable housing units prior to submission of the HCD Super NOFA application due in June 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Napa County hereby reserves an additional Three Million Dollars (\$3,000,000) from its Affordable Housing Fund, pending submittal of a complete application within one year of the date of this Resolution, and pending Board determination of loan terms, to assist with the first phase development of the affordable housing units.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 16th of May, 2023, by the following vote:

AYES:           SUPERVISORS

NOES:           SUPERVISORS           NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair of the  
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel  By: <u>S. Darbinian</u> Deputy County Counsel  Date: May 4 2023	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: May 16, 2023 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:** 5/16/2023

**File ID #:** 23-0821

**TO:** Board of Supervisors  
**FROM:** Christine Briceño, Director of Human Resources  
**REPORT BY:** Kevin Lemieux, Staff Services Manager  
**SUBJECT:** Approval of First Amendment to Professional Services Agreement with Public Service Search, L.L.C.

### RECOMMENDATION

Director of Human Resources requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement 220215B with Public Service Search, L.L.C. for a maximum annual amount of \$144,000 for the term effective May 16, 2023, through June 30, 2023, with an option to extend for two additional years through June 30, 2025, to conduct recruiting services in specialized fields for hard-to-fill classifications.

### EXECUTIVE SUMMARY

Public Service Search, L.L.C. provides recruiting services in specialized fields for hard-to-fill classifications. The proposed amendment extends the term of the agreement through June 30, 2023, with the option to extend for two additional years through June 30, 2025, and increases the maximum annual amount of compensation from \$73,400 to \$144,000.

### FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The services provided under this amendment are essential to attracting candidates to fill key vacancies in specialized fields within the County workforce.
Is the general fund affected?	Yes
Future fiscal impact:	Specialized recruiting services are used on an as-needed basis and will be budgeted for accordingly by Human Resources.
Consequences if not approved:	If the proposed contract amendment is not approved, the current agreement with Public Service Search, L.L.C. will expire sooner, and the annual maximum amount of compensation will be insufficient to fill critical vacancies.

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 153798 (State CEQA Guidelines) and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

Public Service Search, L.L.C. provides recruiting services in specialized fields for hard-to-fill classifications. On December 13, 2021, the County completed the original Professional Services Agreement, which was approved by a Purchasing Agent. Since entering into this agreement, the County has collaborated with Public Service Search, L.L.C. to fill several hard-to-fill vacancies across multiple departments. If approved, this request allows the County the additional capacity needed to continue to partner with Public Service Search, L.L.C. in a historically competitive job market.

Therefore, the Director of Human Resources requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement 220215B with Public Service Search, L.L.C. for a maximum annual amount of \$144,000 for the term effective May 16, 2023, through June 30, 2023, with an option to extend for two additional years through June 30, 2025.

**FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 220215B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS FIRST AMENDMENT** is made and entered into as of this 16th day of May 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Public Service Search, L.L.C., whose mailing address is 440 Highway 377 N, Suite 947, Argyle TX 76226, hereinafter referred to as “CONTRACTOR”.

**RECITALS**

**WHEREAS**, On December 13, 2021, COUNTY engaged CONTRACTOR in Agreement 220215B to obtain specialized services, as authorized by Government Code section 31000, in order to provide critical recruitment solutions in specialized fields for hard-to-fill classifications; and

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the Agreement as follows:

1. Paragraph 1 of the Agreement as of the effective date of the first amendment shall read:

**Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025 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. Paragraph 3 of the Agreement, titled Compensation, shall read as of the effective date of the first amendment as follows:

**Compensation.**

- (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.
- (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000) for professional services and expenses 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.

3. All references in the Agreement to Exhibit "B", as of the effective date of the first amendment, shall read Exhibit "B-1."
4. All other terms and conditions of Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this first Amendment to Agreement 220215B was executed by the parties hereto as of the date first above written.

PUBLIC SERVICE SEARCH, L.L.C.

By \_\_\_\_\_  
CRAIG SOUTHERLAND, Managing Partner

"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>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: May 3, 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> <p>_____</p>
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## **EXHIBIT “B-1”**

### **COMPENSATION AND EXPENSE REIMBURSEMENT**

#### **PROFESSIONAL SERVICES FEE**

The Professional Services Fee is \$24,000 per assignment.

The Professional Services Fee covers all consultant and staff time to conduct the recruitment. This includes all on-site meetings with client, recruitment advertisement, position announcement, professional reference checks and all other search related tasks required to successfully complete the recruitment.

#### **EXPENSES**

The only additional expenses would include candidate and spouse travel accommodations for on-site interviews.

#### **INVOICING**

The Professional Services Fee will be billed in three phases:

- PHASE 1 Upon execution of the search agreement
- PHASE 2 Upon presentation of the Candidate Panel
- PHASE 3 Upon candidate acceptance of the position

#### **SEARCH TIMEFRAMES**

- PHASE 1 Search initiation to candidate screening 10 to 14 days
- PHASE 2 Search initiation to presentation of candidate panel 45 to 60 days
- PHASE 3 Search initiation to onsite interviews 60 to 90 days
- PHASE 4 Search initiation to offer acceptance 90 to 120 days



# 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:** 5/16/2023

**File ID #:** 23-0846

**TO:** Board of Supervisors

**FROM:** Christine Briceño, Director of Human Resources

**REPORT BY:** Kevin Lemieux, Staff Services Manager

**SUBJECT:** Approval of Professional Services Agreements with Self-Insured Services Company d.b.a. Benefit Coordinators Corporation

### **RECOMMENDATION**

Director of Human Resources requests approval of and authorization for the Chair to sign Agreement No. 230412B with Self-Insured Services Company d.b.a. Benefit Coordinators Corporation with a maximum amount of \$60,000 for the term of May 16, 2023, through June 30, 2024, with an option to extend for two additional years, to provide specialized administrative services related to COBRA administration and leave of absence/retiree billing.

### **EXECUTIVE SUMMARY**

Self-Insured Services Company d.b.a. Benefit Coordinators Corporation provides specialized administrative services related to COBRA administration and leave of absence/retiree billing. The proposed action would approve a new Professional Service Agreement to provide such services to the County.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	COBRA administration and leave of absence/retiree billing functions are growing in complexity. The proposed agreement is essential to ensuring County compliance and oversight of these functions.
Is the general fund affected?	No
Future fiscal impact:	The costs for the proposed agreement were previously accounted for within existing Human Resources budgetary constraints for Benefits Administration vendors.

Consequences if not approved:

The County will not have the best possible support to ensure compliance and oversight to COBRA administration and leave of absence/retiree billing functions.

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**

Self-Insured Services Company d.b.a. Benefit Coordinators Corporation provides specialized administrative services related to COBRA administration and leave of absence/retiree billing. In the past, Human Resources has administered these programs, however, complex compliance and regulatory requirements tied to these activities necessitated the requested action. The proposed action would approve a new Professional Service Agreement for Benefit Coordinators Corporation to provide these specialized services to the County.

The Director of Human Resources requests approval of and authorization for the Chair to sign an agreement No. 230412B Self-Insured Services Company d.b.a. Benefit Coordinators Corporation with a maximum amount of \$60,000 for the term of May 16, 2023, through June 30, 2024, with an option to extend for two additional years.

NAPA COUNTY AGREEMENT NO. 230412B

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 16<sup>th</sup> day of May, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Self Insured Services Company doing business as Benefit Coordinators Corporation whose business address is 2 Robinson Plaza, Suite 200, Pittsburgh, PA 15205, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide administrative services related to COBRA administration and leave of absence/retiree billing; 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, 2024 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,

### 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 sixty thousand dollars (\$60,000) 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.

### 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 Benefits Administrator 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 Benefits Administrator 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. [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 Human Resources Department 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 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 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

Christine Briceno  
1195 Third St., Ste. 100  
Napa, CA 94559

CONTRACTOR

Michael Lawton  
10805 Rancho Bernardo Rd., Ste. 255  
San Diego, CA 92127

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 Director of Human Resources. 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.

(c) 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.

**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 Human Resources.

(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) (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 Director of Human Resources 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 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.

**[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]**

28. **Special Terms and Conditions. [RESERVED]**

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

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

Self Insured Services Company doing business as "Benefit Coordinators Corporation"

By Michael Lawton  
MICHAEL LAWTON, Senior Vice President

"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>Susan B. Altman</i>, Deputy County Counsel</p> <p>Date: May 8, 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”

### SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

#### I. DESCRIPTION OF SERVICES

##### **COBRA Administration**

COUNTY hereby appoints the CONTRACTOR as COBRA Administrator, under County’s employee welfare benefit plan identified below. The CONTRACTOR agrees to act as COBRA Administrator for Employer and to provide the following administrative services to aid COUNTY in complying with the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (hereinafter referred to as “COBRA”), effective 6/1/2023, under the following terms and conditions of this Agreement:

#### **SECTION I - PLAN INFORMATION**

- 1.1 Plan Name(s): County of Napa Health and Welfare Benefit.

#### **SECTION II – THE CONTRACTOR’S RESPONSIBILITIES**

- 2.1 Initial Notice of COBRA rights to active employees (if elected below). This service is available to Employer only if the Administrator is providing active healthcare billing.
- 2.2 Notifications to qualified beneficiaries, including:
- (a) COBRA Continuation Election Form
  - (b) Notification of late COBRA election
  - (c) Notification of late or incorrect initial check
  - (d) Notification to COBRA participants of the Administrator as new administrator
  - (e) Carrier Rate change notification
  - (f) Notice of Conversion Rights including general notice of California Bill No. 1401 where applicable.
  - (g) Notification at end of maximum coverage period
  - (h) Cancellation due to non-payment or late payment of premium
- 2.3 Monthly Premium Billing of COBRA participants, sent directly to participants.
- 2.4 Monthly reports posted to BenXcel:
- (a) COBRA Participant Notification Report
  - (b) COBRA Participant Report
- 2.5 Monthly collection of active COBRA Participant premiums (via lockbox)

- 2.6 Monthly premium remittance to Employer (if Employer is responsible for remittance to carrier) or to carrier (if the Administrator is responsible for remittance to carrier) for Employer's portion of monthly COBRA premium. (Carrier notification and remittance responsibilities are as set forth in the "Carrier Notification and Remittance" section on the last page of this Agreement.)
- 2.7 If the Administrator confronts a question of interpretation of the requirements of COBRA that is not answered by the COBRA provisions of the plan, the Administrator will promptly so inform Employer and abide by Employer's determination as to the requirements of COBRA.
- 2.8 Nothing in this Agreement shall be construed to require the Administrator to provide COBRA administration services with respect to any employee benefit plans (e.g., flexible spending accounts, HRAs, health savings accounts, etc.) maintained by Employer other than the Plan identified in Section I above. Notwithstanding the foregoing, the Administrator will be responsible for COBRA administration services with regard to such other plans if such other plans are provided to Employer by the Administrator and the Administrator specifically agrees to be responsible for COBRA administration with regard to such other plans.

### **SECTION III – COUNTY'S RESPONSIBILITIES**

- 3.1 Employer will promptly forward to the Administrator copies of all notices of qualified beneficiaries under ERISA section 606(3) that a Qualified Event described in ERISA section 603(3) or 603(5) has occurred within thirty (30) days of the Qualifying Event.
- 3.2 Qualifying Event notices sent to the Administrator from Employer will include:
  - (a) the date and type of Qualifying Event (including identification of any absence due to service in the uniformed services of the United States);
  - (b) the names of all qualified beneficiaries;
  - (c) the last addresses known to the sponsor of all qualified beneficiaries;
  - (d) the Social Security numbers or participant identification numbers of all qualified beneficiaries; and
  - (e) the date when coverage will cease absent an election of continuation coverage under COBRA.
- 3.3 Employer shall notify COBRA participants of plan changes and provide participants with any other materials regarding the plan, such as benefit booklets, identification cards, and claim forms, from time to time as changes require.
- 3.4 Except as specifically provided in the "Carrier Notification and Remittance" section of this Agreement, Employer shall notify and remit premiums to all applicable insurance carriers, in accordance with the carriers' billing policies. In order to facilitate Employer's performance of these duties, the Administrator will notify Employer when a qualified

beneficiary has elected COBRA continuation coverage or terminated COBRA continuation coverage. The Administrator will notify carriers and remit premiums only as specifically provided in the “Carrier Notification and Remittance” section on the last page of this Agreement. (The Administrator will provide such notification and remittance services only if the Administrator is providing billing administration services with respect to Employer’s active employees.) For those insurance carriers which the Administrator directly notifies and/or remits, Employer, as the Plan Administrator, is ultimately responsible for complying with all carrier eligibility and payment provisions.

- 3.5 Unless otherwise noted on the Schedule of Fees Exhibit attached hereto, Employer will notify active participants of their general COBRA rights, by means of the Initial Notice of COBRA Rights referred to in section 606(a)(1) of ERISA.

### **CARRIER NOTIFICATION AND REMITTANCE**

Employer will be responsible for notification and remittance to all insurer carriers, with the following exceptions:

<u>Carrier</u>	<u>Plan</u>	<u>Party Responsible for Notification</u>	<u>Party Responsible for Remittance</u>
Delta Dental	DEN	BCC	BCC
VSP	VIS	BCC	BCC

### **Retiree Billing Administration**

Employer hereby appoints the Administrator to provide retiree billing and remittance services (the “Services”) under Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective 6/1/2023, under the following terms and conditions of this Agreement:

### **SECTION I - PLAN INFORMATION**

- 1.1 Plan Name(s): **County of Napa Retiree Billing Plan.**

### **SECTION II – THE CONTRACTOR’S RESPONSIBILITIES**

- 2.1 Maintain eligibility for the various insurance products under the Plan in accordance with the carrier policies.
- 2.2 Update coverage amounts when approval notification has been received from a carrier when applicable.
- 2.3 Invoice individual retirees for premiums relating to any coverages for which the retirees are required to pay.

- 2.4 Remit retiree premiums back to Employer, when active employee premiums for products are not being invoiced by the Administrator or to the carrier but when the Administrator is invoicing Employer for the active employee premiums for the products.

### **SECTION III – COUNTY’S RESPONSIBILITIES**

- 3.1 Provide employee eligibility information and documentation to the Administrator on a timely basis.
- 3.2 Review monthly invoices for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions.
- 3.3 Remit fees to the Administrator on a timely basis.
- 3.4 Provide timely notification of all Plan, rate and insurance carrier changes to the Administrator.

#### **Individual Leave of Absence Billing**

Employer hereby appoints the Administrator to provide individual billing services (the “Services”). The Administrator agrees to provide the Services, effective 6/1/2023, under the following terms and conditions of this Agreement:

### **SECTION I – THE CONTRACTOR’S RESPONSIBILITIES**

- 1.1 Create one plan with one total amount to be billed to individuals identified by Employer.
- 1.2 Send monthly Invoices to said individuals for premiums relating to any coverages for which the individuals are required to pay.
- 1.3 Send monthly list of non-payments (“No Pay Report”) to Employer for review and advisement.
- 1.4 Remit collected premiums on a monthly basis back to Employer.

### **SECTION II – THE COUNTY’S RESPONSIBILITIES**

- 2.1 Maintain eligibility for the various insurance products under the Plan in accordance with the carrier policies.
- 2.2 Provide monthly billing amount per individual to the Administrator on a timely basis.
- 2.3 Review monthly No Pay Report and advise Administrator when to terminate individual billing as required by Employer’s policies and procedures.

- 2.4 Review monthly invoices and remittance statements for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions.
- 2.5 Remit fees as outlined in the Schedule of Fees, incorporated hereto, to the Administrator on a timely basis.

**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 AND EXPENSE REIMBURSEMENT****COBRA Administration:**

Initial, non-refundable Setup Fee due upon execution of this Agreement	\$250.00
One Time Carrier File Connect Fee	\$1,500.00
Monthly Administration Fee (with Initial Notices)	\$0.45
Minimum Monthly Fee	\$125.00
COBRA Initial Notice to Active Participants (if elected)	\$N/A per notice

*BCC invoices the COBRA participant the monthly premium plus 2% (BCC retains) representing the COBRA Administration allowance permitted under The Consolidated Omnibus Budget Reconciliation Act.*

**Retiree Administration:**

Initial, non-refundable Setup Fee due upon execution of this Agreement	\$1,500.00
Monthly Administration Fee	\$4.75 Per Retiree Per Month
Minimum Monthly Fee	\$125.00

**Individual Leave of Absence Billing:**

Monthly Administration Fee	\$7.00 per LOA Participant Per Month
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**Other Fees and Services:**

<b>Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services</b>	
Option A: Census Report	No Charge
Option B: Website & Notification Letters	\$250 PER WEBSITE, and \$4 PER LETTER
Printed open enrollment packet fulfillment charge	\$25.00 per packet; must be pre-approved by client prior to mailing
Additional Services and Materials	Fees quoted upon request
Wire Transfer Fee	\$25.00 per wire

Development hours exceeding standard development time (as quoted per project)	\$125.00/hour
ACH Transfer Fee	No Charge
Non-Sufficient Funds Fee	\$25.00 per rejected check/transaction
Reinstatement Fee	Determined by Contractor at time of reinstatement
Meetings, Health Fairs	No charge for webinars. On-site meeting may incur time/travel charge. Fee will be quoted when a meeting is requested.

## 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	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0803

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**TO:** Board of Supervisors  
**FROM:** Jon Gjestvang, Chief Information Officer - Information Technology Services  
**REPORT BY:** Elena Guzman, Staff Services Analyst  
**SUBJECT:** Disposal of County Surplus Property for Donation

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### **RECOMMENDATION**

Chief Information Officer requests the following:

1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computer for Classrooms.

### **EXECUTIVE SUMMARY**

Information Technology Services (ITS) has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services.

Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

### **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 15738 (State of CEQA Guidelines) and therefore CEQA is not applicable.

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**BACKGROUND AND DISCUSSION**

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years. Reasons for replacement are:

- Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.
- When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.
- Older computers face more system failures as well as higher maintenance costs.
- Older systems are more likely to see power supply failures, network component failures and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County. In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

- Does the surplus computer equipment have any significant dollar value the County could reasonably recover?
- What is the general condition and usefulness of the surplus computer equipment?
- Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services. Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

Computers for Classrooms helps provide refurbished computers to California schools, nonprofits, seniors, and citizens with low income. At this time, there are no immediate needs from the Napa County Health and Human Services Agency's clients or local schools. All recommended items have been reviewed and deemed obsolete and unsuitable for County use.

List of donation items is attached.



A Tradition of Stewardship  
A Commitment to Service

## ITS Donation Personal computers/monitors/etc.

Asset #	Property Description (for reference only)	Serial #	Created Date – PO #
M4177	Dell 17" Monitor	CN-0G302H-74261-8BH-1FHS	3/13/2009-7063
M3591	Dell 17" Monitor	CN-0CC280-71618-677-AEWS	9/22/2006-5876
M1778	Dell 17" Monitor	CN-0VHPX3-74445-18U-BEFU	11/18/2011-8070
M3445	Dell 17" Monitor	CN-0Y4299-71618-5A3-A050	4/17/2006-5642
M3994	Dell 17" Monitor	CN-0Y9833-71618-7CG-ADBZ	5/19/2008-6702
M3347	Dell 17" Monitor	CN-0Y4299-71618-599-CDAT	10/26/2005-5472
M3372	Dell 17" Monitor	CN-0J6642-71618-5BF-AHGF	2/2/2006-5563
M3178	Dell 17" Monitor	MX-0H6304-47605-548-A0RW	5/25/2005-5130
M3422	Dell 17" Monitor	CN-OY4299-71618-5B5-ABM6	2/22/2006-5589
M3296	Dell 17" Monitor	MY-0H6304-47603-55H-A8GZ	6/30/2005-5308
M1771	Dell 17" Monitor	CN-0GRNWX-72872-0BF-CT8U	3/9/2011-7744
M3441	Dell 17" Monitor	CN-0Y4299-71618-5A3-A069	4/17/2006-5642
M3740	Dell 19" Monitor	CN-0CC388-71618-6A9-ADVQ	4/3/2007-6187
M3223	Dell 19" Monitor	CN-0T6116-71618-55A-AFAB	6/20/2005-5261
M4750	Dell 19" Monitor	CN-0YGP39-72872-39R-CMWL	1/16/2014-0119
M3286	Dell 19" Monitor	CN-0T6116-71618-55A-AC3P	6/30/2005-5308
M5145	Dell 19" Monitor	CN-OGC97H-72872-59T-AUJL	11/24/2015-11175ABROADDUS
M5555	Dell 19" Monitor	CN-09PX3G-TV100-777-10LB	10/27/2017-101817Dsabel
M3365	Dell 19" Monitor	CN-0T6116-71618-58A-AF14	1/27/2006-4632
M4870	Dell 19" Monitor	CN-0YGP39-72872-463-EC6L	9/4/2014-21318
M4877	Dell 19" Monitor	CN-0YGP39-72872-463-DLAL	9/4/2014-21318
M4919	Dell 19" Monitor	CN-0YGP39-72872-49J-CUCB	12/3/2014-120114TSpencer
M5144	Dell 19" Monitor	CN-OGC97H-72872-59T-AW6L	11/24/2015-11175ABROADDUS
M5025	Dell 19" Monitor	CN-OYGP39-72872-52E-C0MB	5/26/2015-051815DGOSHERT
M4174	Dell 19" Monitor	CN-0RNMH6-74445-97G-013L	10/23/2009-7320
M3367	Dell 20" Monitor	CN-0C0646-46633-59I-0HES	2/2/2006-01262006
M5707	Dell 20" Monitor	CN-01KV92-QDC00-827-DWJL-A04	5/28/2018-2490
M5842	Dell 20" Monitor	CN-0V50XY-QDC00-91A-9045-A03	2/26/2019-022119CLEWIS
M6322	Dell 20" Monitor	CN-0RYK5R-TV200-15G-22LU	8/4/2021-TKT-58050
M4389	Dell 20" Monitor	CN-0YR64P-74445-18N-471L	10/13/2011-8041
M4375	Dell 20" Monitor	CN-0YR64P-74445-18N-455L	10/13/2011-8041
M3367	Dell 20" Monitor	CN-0C0646-46633-59I-0HES	2/2/2006-01262006
M5861	Dell 20" Monitor	CN-0N5P3K-TV200-91I-02UU	5/13/2019-050918HR
M4218	Dell 22" Monitor	CN-0D606R-54180-0IS-0A0S	3/15/2010- No PO#
M3685	Dell 22" Monitor	CN-0KU311-64180-713-2A0M	2/27/2007-02142007
M5222	Dell 24" Monitor	CN-0Y8CFP-74261-642-79UB	5/25/2016-1457
M4632	Dell 24" Monitor	CN-0JMM7X-74261-29H-03YQ	5/2/2013-131001
M5726	Dell 24" Monitor	CN-0KH0NG-QDC00-87C-5GCB	9/5/2018-2630
X4015	Dell Docking Station	60T7XS3	12/5/2022-23001273
X3129	Dell Docking Station	MY-0MKX27-BLP00-072-SKZR-A00	2/12/2021-TKT-52924

X2748	Dell Docking Station	CN-01WNMX-BLK00-991-45EU	11/27/2019- ITS420728-37823
X1226	Panasonic KV Color Scanner	E2417RH3678	11/1/2011-7990
C0263	Dell Latitude 5400 Laptop	3PP45Y2	8/23/2019-3139
C0292	Dell Latitude 5400 Laptop	FHYP0Z2	8/28/2019-3154
C0138	Dell Latitude 5410 Laptop	HBWG273	11/20/2020-3729
C9273	Dell Latitude 5480 Laptop	GSQ84Q2	8/1/2018-2491
C8908	Dell Latitude 5480 Laptop	6K594M2	1/3/2018-2254
C0051	Dell Latitude 5490 Laptop	G4S4NF2	2/26/2019-2852
C0229	Dell Latitude 5490 Laptop	2Q3XYW2	6/5/2019-3029
C0231	Dell Latitude 5490 Laptop	8W3XYW2	6/5/2019-3029
C0073	Dell Latitude 5490 Laptop	2C84NF2	2/26/2019-2852
C8648	Dell OptiPlex 5040 Desktop	8Q87CH2	1/31/2017-1789
C8567	Dell OptiPlex 5040 Desktop	8Q14CH2	1/27/2017-1789
C8568	Dell OptiPlex 5040 Desktop	9422CH2	1/27/2017-1789
C8559	Dell OptiPlex 5040 Desktop	8Q27CH2	1/27/2017-1789
C8539	Dell OptiPlex 5040 Desktop	8Q96CH2	1/27/2017-1789
SC0339	Dell OptiPlex 5040 Desktop	2X75JB2	6/21/2016-1480
SC0234	Dell OptiPlex 5040 Desktop	2L7YJH2	5/26/2017-1983
C9021	Dell OptiPlex 5050 Desktop	GKGJ9N2	3/27/2018-2371
C8821	Dell OptiPlex 5050 Desktop	93GNHL2	10/5/2017- No PO#
C9025	Dell OptiPlex 5050 Desktop	GJZL9N2	3/27/2018-2371
CWS125	Dell OptiPlex 5050 Desktop	CPD0CM2	1/16/2018-2264
CWS160	Dell OptiPlex 5050 Desktop	CPCZBM2	1/16/2018-2264
CWS119	Dell OptiPlex 5050 Desktop	CP60CM2	1/16/2018-2264
CWS147	Dell OptiPlex 5050 Desktop	CPC0CM2	1/16/2018-2264
C9058	Dell OptiPlex 5050 Desktop	GKFG9N2	3/28/2018-2371
C9059	Dell OptiPlex 5050 Desktop	GJXF9N2	3/28/2018-2371
C9028	Dell OptiPlex 5050 Desktop	GKHG9N2	3/27/2018-2371
C8974	Dell OptiPlex 5050 Desktop	GKLG9N2	3/27/2018-2371
C9110	Dell OptiPlex 5050 Desktop	GKCJ9N2	3/29/2018-2173
C9054	Dell OptiPlex 5050 Desktop	GK6H9N2	3/28/2018-2371
CWS114	Dell OptiPlex 5050 Desktop	CP4ZBM2	1/16/2018-2264
CWS131	Dell OptiPlex 5050 Desktop	CP8ZBM2	1/16/2018-2264
CWS129	Dell OptiPlex 5050 Desktop	CP7WBM2	1/16/2018-2264
CWS124	Dell OptiPlex 5050 Desktop	CPBZBM2	1/16/2018-2264
CWS168	Dell OptiPlex 5050 Desktop	CPCXBM2	1/16/2018-2264
C9060	Dell OptiPlex 5050 Desktop	GKDH9N2	3/28/2018-2371
C8822	Dell OptiPlex 5050 Desktop	93KGHL2	10/05/2017- No PO#
C9057	Dell OptiPlex 5050 Desktop	GJRJ9N2	3/28/2018-2371
CWS146	Dell OptiPlex 5050 Desktop	CP80CM2	1/16/2018-2264
C9098	Dell OptiPlex 5050 Desktop	GJQH9N2	3/29/2018-2371
C9121	Dell OptiPlex 5050 Desktop	GK5G9N2	4/16/2018-2371
C8972	Dell OptiPlex 5050 Desktop	GJXK9N2	3/27/2018-2371
C8794	Dell OptiPlex 5050 Desktop	93BLHL2	3/27/2018-2371
C8873	Dell OptiPlex 5050 Desktop	93JLHL2	10/5/2017-2136
C9020	Dell OptiPlex 5050 Desktop	GKGK9N2	3/27/2018-2371



CWS123	Dell OptiPlex 5050 Desktop	CP9ZBM2	1/16/2018-2264
C9029	Dell OptiPlex 5050 Desktop	GJVL9N2	3/27/2018-2371
C9016	Dell OptiPlex 5050 Desktop	GKFF9N2	3/27/2018-2371
C9127	Dell OptiPlex 5050 Desktop	GJTJ9N2	4/19/2018-2371
C9213	Dell OptiPlex 5050 Desktop	GJNH9N2	6/11/2018-2371
C8804	Dell OptiPlex 5050 Desktop	93HNHL2	10/5/2017- No PO#
C9061	Dell OptiPlex 5050 Desktop	GK2H9N2	3/28/2018-2173
C8831	Dell OptiPlex 5050 Desktop	93CJHL2	10/5/2017- No PO#
C9241	Dell OptiPlex 5060 Desktop	BDGMHQ2	9/6/2018-2605
C9359	Dell OptiPlex 5060 Desktop	8RKRHQ2	9/17/2018-2652
C9426	Dell OptiPlex 5060 Desktop	7ZYWCV2	2/14/2019-2851
C0196	Dell OptiPlex 5060 Desktop	6L600W2	4/8/2019-2920
C0016	Dell OptiPlex 5060 Desktop	7ZTSCV2	2/21/2019-2851
C0044	Dell OptiPlex 5060 Desktop	7ZXSCV2	2/21/2019-2851
C9338	Dell OptiPlex 5060 Desktop	8RBQHQ2	9/14/2018-2652
C9393	Dell OptiPlex 5060 Desktop	8RCTHQ2	9/17/2018-2652
C0644	Dell OptiPlex 5060 Desktop	FY2HB03	11/18/2019-3274
C9438	Dell OptiPlex 5060 Desktop	7ZDYCV2	2/19/2019-2851
C0117	Dell OptiPlex 5060 Desktop	6KZ20W2	4/8/2019-2920
C0089	Dell OptiPlex 5060 Desktop	5L9TZV2	3/26/2019-2652
C9343	Dell OptiPlex 5060 Desktop	8RNSHQ2	9/14/2018-2652
C0419	Dell OptiPlex 5060 Desktop	FJG7BZ2	10/9/2019-3201
C0042	Dell OptiPlex 5060 Desktop	7ZWXC2V2	2/21/2019-2851
C9454	Dell OptiPlex 5060 Desktop	7ZKXC2V2	2/19/2019-2851
C0041	Dell OptiPlex 5060 Desktop	7ZWWC2V2	2/21/2019-2851
C9444	Dell OptiPlex 5060 Desktop	7ZGYCV2	2/19/2019-2851
C0677	Dell OptiPlex 5060 Desktop	FYCGB03	11/18/2019-3274
C9384	Dell OptiPlex 5060 Desktop	8RDWHQ2	9/17/2018-2652
C0116	Dell OptiPlex 5060 Desktop	6KYZZV2	4/8/2019-2920
C0633	Dell OptiPlex 5060 Desktop	FYJFB03	11/18/2019-3274
C9394	Dell OptiPlex 5060 Desktop	8R9RHQ2	9/17/2018-2652
C9389	Dell OptiPlex 5060 Desktop	8R8WHQ2	9/17/2018-2652
C0661	Dell OptiPlex 5060 Desktop	FYRFB03	11/18/2019-3274
C0376	Dell OptiPlex 5060 Desktop	FJ9DBZ2	10/9/2019-3201
C9353	Dell OptiPlex 5060 Desktop	8RPSHQ2	9/17/2018-2652
C0372	Dell OptiPlex 5060 Desktop	FJM6BZ2	10/9/2019-3201
C0134	Dell OptiPlex 5060 Desktop	6L020W2	4/8/2019-2920
C0390	Dell OptiPlex 5060 Desktop	FJJ9BZ2	10/9/2019-3201
C9463	Dell OptiPlex 5060 Desktop	7DWCV2	2/19/2019-2851
C9237	Dell OptiPlex 5060 Desktop	CSJMHQ2	9/5/2018-2630

C0460	Dell OptiPlex 5060 Desktop	FY0FB03	11/13/2019-3274
C0174	Dell OptiPlex 5060 Desktop	6L9YZV2	4/8/2019-2920
C9337	Dell OptiPlex 5060 Desktop	8RHWHQ2	9/14/2018-2652
C0033	Dell OptiPlex 5060 Desktop	7ZVSCV2	2/21/2019-2851
CWS184	Dell OptiPlex 5060 Desktop	6HNY903	11/1/2019-3258
C0425	Dell OptiPlex 5060 Desktop	FJCDBZ2	10/9/2019-3201
C0007	Dell OptiPlex 5060 Desktop	7ZRTCv2	2/21/2019-2851
C9316	Dell OptiPlex 5060 Desktop	8RKVHQ2	9/14/2018-2652
C0871	Dell OptiPlex 5070 Desktop	B3WJH13	1/13/2020-3339
C0770	Dell OptiPlex 5070 Desktop	GL1SG13	12/30/2019-3307
C0817	Dell OptiPlex 5070 Desktop	GLBSG13	12/30/2019-3307
C0773	Dell OptiPlex 5070 Desktop	GL3F613	12/30/2019-3307
C1055	Dell OptiPlex 7080 Desktop	6HQ6G73	11/30/2020-TKT-50867
SC0210	Dell OptiPlex 9020 Desktop	2KWYZ72	12/21/2015-1093



# 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:** 5/16/2023

**File ID #:** 23-0694

**TO:** Board of Supervisors  
**FROM:** Anthony Halstead - Director of Library Services and Community Outreach  
**REPORT BY:** Michelle Carreon - Staff Services Analyst  
**SUBJECT:** Acceptance of a donation in the amount of \$7,500 to the Napa County Library

### **RECOMMENDATION**

Director of Library Services and Community Outreach requests the following:

1. Authorization to accept a donation in the amount of \$7,500 from the Victoria Cooper Revocable Living Trust; and
2. Approval for the Chair to sign a letter of appreciation in acceptance of the donation.

### **EXECUTIVE SUMMARY**

Director of Library Services and Community Outreach seeks the Board's approval to accept a donation in the amount of \$7,500 from the Victoria Cooper Revocable Living Trust a second distribution.

The donation will help fund projects and programs provided to the community at the Napa County Library locations.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Deposit of donations into the specified library location budget will facilitate fiscal monitoring and ensure that donation spending will be consistent with the intent of the donors.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If the requested action is not approved, the Library will not be able to accept the \$7,500 donation to help fund projects and programs provided to the community at the Napa County Library locations.
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**

The Board of Supervisors adopted Napa County Library policy, Section 29 authorizing the Library Director to accept on behalf of the Napa County Library donations in the amount of \$2,000 or less and up to \$10,000 by Friends of the Library groups to support existing Library services and programs.

On October 18, 2022, the Board accepted a donation in the amount of \$86,000 from the Victoria Cooper Revocable Living Trust. The Director of Library Services and Community Outreach seeks the Board's approval to accept a second distribution donation in the amount of \$7,500 and for the Chair to sign a letter of appreciation in acceptance of the donation.

The donation will help fund projects and programs provided to the community at the Napa County Library locations. Today's action will allow for the orderly acceptance of the donation.



A Tradition of Stewardship  
A Commitment to Service

**Board of Supervisors**

1195 Third St.  
Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4386  
Fax: (707) 253-4176

Belia Ramos  
Chair

May 2, 2023

The Victoria Cooper  
Revocable Living Trust  
Jennifer A. Morse  
Morse Law Corporation  
1120 Franklin St.  
Napa, California 94559

Dear Ms. Morse:

We are writing to express our gratitude for Ms. Victoria Cooper's \$7,500 bequest to the Napa County Library, which we hope you will share with the Trustees.

It is the goal of the Library to enrich the lives of community members with books and information. We understand that Ms. Cooper was an avid reader and a patron of the Napa County Library for more than two decades. Ms. Cooper's donation will help provide staff the ability to reach a large demographic of County residents, which allows the Library to make a meaningful impact within the community.

Again, please convey to the Trustees our deepest appreciation for the support of our patrons and the mission of the Napa County Library.

Thank you for your continuing support.

Regards,

Belia Ramos  
Chair

Joelle Gallagher  
District 1

Ryan Gregory  
District 2

Anne Cottrell  
District 3

Alfredo Pedroza  
District 4

Belia Ramos  
District 5



# 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:** 5/16/2023

**File ID #:** 23-0774

**TO:** Board of Supervisors

**FROM:** Brian Bordona - Interim Director Planning, Building and Environmental Services

**REPORT BY:** Peter Ex, Solid Waste Program Manager

**SUBJECT:** Resolution authorizing the submittal of an application for a Solid Waste Local Enforcement Agency Grant.

### RECOMMENDATION

Interim Director of Planning, Building and Environmental Services requests adoption of a resolution authorizing the following:

1. Submittal of an application to the Department of Resources Recycling and Recovery for a Solid Waste Local Enforcement Agency Grant in the amount of \$18,005 for Fiscal Year 2023-2024; and
2. Execution of the necessary grant documents by the Interim Director for Planning, Building, and Environmental Services Department.

### EXECUTIVE SUMMARY

The Local Enforcement Agency (LEA) has been receiving this annual, noncompetitive grant from the Department of Resources Recycling and Recovery (Cal Recycle) for many years. The grant is available again for FY 2023-2024. The grant funds will supplement the LEA's budget for equipment, supplies, training, and staff costs.

Submittal of a grant to support the work of the LEA is consistent with the Strategic Plan goal to strengthen effective, efficient and fiscally responsible County operations.

### FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	PBES - Local Enforcement Agency
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Grant funds will supplement the LEA budget for equipment, training, supplies, and staff costs.
Is the general fund affected?	Yes

Future fiscal impact:	The grant is noncompetitive and is available to all LEA's in the State on an annual and continuous basis. Future fiscal years will be budgeted accordingly.
Consequences if not approved:	Grant funds will not be received to help offset LEA's expenditures.
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**

The Local Enforcement Agency (LEA) has annually applied for and received a noncompetitive grant from the Department of Resources Recycling and Recovery for many years. Pursuant to Public Resources Code, Section 43230, these grant awards are to be used solely for the support of the solid waste facility permit and inspection programs.

These funds will supplement the LEA's budget for equipment, supplies, training, and staff costs. The grant term is from July 1, 2023 through October 29, 2023. These revenues have been included in the recommended FY 2023-24 PBES-LEA budget.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, AUTHORIZING AN APPLICATION FOR A SOLID  
WASTE LOCAL ENFORCEMENT AGENCY GRANT FOR FY 2023-2024**

**WHEREAS**, funds have been authorized by Public Resources Code Section 43230 and are available from the California Department of Resources Recycling and Recovery (CalRecycle) for grants to Local Enforcement Agencies to support solid waste facilities permit and inspection programs; and

**WHEREAS**, Napa County is a Local Enforcement Agency and as such is engaged in a solid waste facility permit and inspection program;

**NOW, THEREFORE BE IT RESOLVED** as follows:

1. The Board of Supervisors of Napa County hereby authorizes the submittal of an application to CalRecycle for a Local Enforcement Agency Grant EA34 FY 2023/24; and
2. The Interim Director of Napa County Planning, Building, and Environmental Services is hereby authorized and empowered to execute in the name of the County all necessary applications, contracts, agreements and amendments for the purpose of securing such grant funds and implementing and carrying out the purposes specified in the application.

**THE FOREGOING RESOLUTION** was duly adopted at the regular meeting of the Board of Supervisors of Napa County, State of California, held this \_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

NAPA COUNTY, a political subdivision of  
the State of California

\_\_\_\_\_  
BELIA RAMOS, Chair of the  
Board of Supervisors

<div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: <u>Douglas Parker (via e-sign)</u> Deputy</div> <div>Date: <u>April 21, 2023</u></div>	<div>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</div> <div>By: _____</div>	<div>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</div> <div>Date: _____</div> <div>Processed By: _____</div> <div>_____ Deputy Clerk of the Board</div>
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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:** 5/16/2023

**File ID #:** 23-0697

**TO:** Board of Supervisors  
**FROM:** Amanda Gibbs, Chief Probation Officer  
**REPORT BY:** Ferlyn Buenafe, Staff Services Manager  
**SUBJECT:** Acceptance of the Board of State and Community Corrections (BSCC) Mobile Probation Service Centers Grant

### **RECOMMENDATION**

Chief Probation Officer requests approval and authorization for the Chair to accept grant funding and sign Agreement No. 230409B with the Board of State and Community Corrections for a maximum contract amount of \$463,305 for the term May 1, 2023 through September 30, 2027 to fund the purchase of vehicles, equipment telecommunications and other technology needed to operate a mobile probation service center.

### **EXECUTIVE SUMMARY**

Approval of the Agreement enables the County to operate a mobile probation service center and partner with service providers to improve outcomes for probation clients throughout the county.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Probation
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Grant is designed to serve California probationers who are unhoused and struggling with meeting probation requirements.
Is the general fund affected?	Yes
Future fiscal impact:	Funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	Click or tap here to enter text.
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**

The Budget Act of 2022 (Senate Bill 178) established the Mobile Probation Service Centers Grant Program and appropriated \$20 million in funding. Per the Budget Act, funding shall be available to county probation departments to establish a mobile probation service center.

The grant allows probation departments to purchase vehicle, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements. Napa County ranked 2nd with the 11 proposals submitted in the “Small” county category.

With the Grant funding, Probation intends to collaborate and work with the Health and Humans Services Agency and the Homeless and Housing division to provide services for the target population. Probation intends to purchase a mobile probation service center (vehicle). The vehicle will have the technology and meeting space for clients to access probation, mental health, drug and alcohol, housing and eligibility services. Additionally, the Napa County Superior Court is committed to partnering and exploring expanded opportunities to reduce failures to appear in court and improves access.

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices to the BSCC on a quarterly basis. All project expenses must be incurred by the end of the purchase period, March 15, 2025. From July 1, 2027 through September 2027, it is designated for the purpose of finalizing and submitting an end-of-project report.

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 385- 22**

PURCHASING AUTHORITY NUMBER (If Applicable)

**BSCC-5227****1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**Napa County Probation Department****2. The term of this Agreement is:**

START DATE

**MAY 1, 2023**

THROUGH END DATE

**SEPTEMBER 30, 2027****3. The maximum amount of this Agreement is:****\$463,305.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Mobile Probation Service Centers Grant Program Request for Proposal	*
Attachment 2	Mobile Probation Service Centers Grant Program Grant Proposal	15
Appendix A	Mobile Probation Service Centers Grant Program Scoring Panel Roster	1

*\* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/mobile-probation-service-centers-grant-program/>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**Napa County Probation Department**

CONTRACTOR BUSINESS ADDRESS

1195 Third St, Suite 310

CITY

Napa

STATE

CA

ZIP

94559

PRINTED NAME OF PERSON SIGNING

BELIA RAMOS

TITLE

BOARD SUPERVISOR

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

APPROVED AS TO FORM  
OFFICE OF COUNTY COUNSELBy:   
Deputy County Counsel

Date: May 3, 2023

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Mobile Probation Service Centers Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Napa County Probation Department (hereafter referred to as the Grantee).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Mobile Probation Service Centers Grant Program was established in the State Budget Act of 2022 (Assembly Bill 178, Chapter 43, Statutes of 2022). Mobile Probation Service Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Belia Ramos

Title: Board Supervisor

Address: 1195 Third St, Suite 310, Napa, CA 94559

Phone: (707) 259-8277

Email: belia.ramos@countyofnapa.org

**Designated Financial Officer** authorized to receive warrants:

Name: Ferlyn Buenafe

Title: Staff Services Manager

Address: 212 Walnut St, Napa, CA 94559

Phone: (707) 253-4126

Email: ferlyn.buenafe@countyofnapa.org

**Project Director** authorized to administer the project:

Name: Amanda Gibbs

Title: Chief Deputy Probation Officer

Address: 212 Walnut Street, Napa, CA 94559

Phone: (707) 299-1620

Email: amanda.gibbs@countyofnapa.org

## **EXHIBIT A: SCOPE OF WORK**

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### **4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.

### **5. REPORTING REQUIREMENTS**

- A. Grantees will submit three (3) annual progress reports and one (1) end of project report to the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

**Annual Progress Report Periods:**

- 1. May 1, 2023 to June 30, 2024
- 2. July 1, 2024 to June 30, 2025
- 3. July 1, 2025 to June 30, 2026

**Due no later than:**

- August 15, 2024
- August 15, 2025
- August 15, 2026

**Other:**

- 4. End of Project Report

**Due no later than:**

- September 30, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

### **6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

## **EXHIBIT A: SCOPE OF WORK**

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Mobile Probation Service Centers Grant Program Scoring Panel from receiving funds awarded under the Mobile Probation Service Centers Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Mobile Probation Service Centers Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Mobile Probation Service Centers Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.



## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENT**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024

**Due no later than:**

- August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
August 15, 2024  
November 15, 2024  
February 14, 2025

**Final Invoicing Period:**

8. January 1, 2025 to March 15, 2025\*

**Due no later than:**

- April 30, 2025

*\*Note: No new expenses may be incurred after March 15, 2025.*

- B. All project expenses must be incurred by the end of the purchase period, March 15, 2025, and included on the final invoice due April 30, 2025. Project expenditures incurred after March 15, 2025 will not be reimbursed.
- C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid through Grant name funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 178 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

- B. If Mobile Probation Service Centers funding is reduced or falls below estimates contained within the Mobile Probation Service Centers Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:  
[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

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

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

### **7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

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

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Services and Supplies	\$48,937
2. Professional Services or Public Agency Subcontracts	\$10,414
3. Equipment/Fixed Assets	\$403,820
4. Other (Travel, Training, etc.)	\$134
<b>TOTALS</b>	<b>\$463,305</b>

### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

**12. TIMELINESS:** Time is of the essence in this Agreement.

**13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:



### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17.UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18.PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19.SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20.LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

- B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

- C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

### **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

### **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, or approved modifications;
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **10. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### **11. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title	<b>Napa County Probation Department</b>	01/06/2023
	by <b>Craig Burch</b> in <b>Mobile Probation Service Centers Grant Program Application</b>	id. 34755575
	<a href="mailto:craig.burch@countyofnapa.org">craig.burch@countyofnapa.org</a>	

<b>Original Submission</b>	01/06/2023
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The Mobile Probation Service Centers Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the application until all questions with a red asterisk have been completed. Applicants may reference the Mobile Probation Service Centers Grant Program Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Instruction Packet is available on the BSCC website. NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
Name of Applicant	<b>Napa County Probation Department</b>
Applicant's Physical Address	<b>1125 Third St 2nd Floor Napa CA 94559 US</b>
Applicant's Mailing Address (If different than physical address)	n/a



Mailing Address for Payment	<b>1125 Third St Napa CA 94559 US</b>
Tax Identification Number	<b>94-60000525</b>
Grant Funds Requested	<b>463305.0</b>
Project Title	<b>Napa County Mobile Probation Services</b>
Proposal Summary	<b>Napa County Probation intends to purchase a mobile probation service center (vehicle) and partner with service providers to improve outcomes for probation clients throughout Napa County. This vehicle will have the technology to act as a mobile court room, and meeting space for probation clients to access probation, mental health, drug and alcohol, housing, and eligibility services. This service center will be deployed to areas where unhoused probationers reside, and to areas of the county far from the department where clients have more difficulty consistently reporting to the office.</b>
SECTION II - CONTACT INFORMATION	<b>This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.</b>
Project Director	<b>Craig Burch</b>
Project Director's Title with Agency/Department/Organization	<b>Chief Deputy Probation Officer</b>
Project Director's Physical Address	<b>1125 Third St 2nd Floor Napa CA 94559 US</b>
Project Director's Email Address	<b>craig.burch@countyofnapa.org</b>
Project Director's Phone Number	<b>+17072991619</b>
Financial Officer	<b>Ferlyn Buenafe</b>

Financial Officer's Title with  
Agency/Department/Organization

**Staff Services Manager**

Financial Officer's Physical Address

**212 Walnut St  
Napa  
CA  
94559  
US**

Financial Officer's Email Address

**ferlyn.buenafe@countyofnapa.org**

Financial Officer's Phone Number

**+17072534126**

Day-To-Day Program Contact

**Craig  
Burch**

Day-To-Day Program Contact's Title with  
Agency/Department/Organization

**Chief Deputy Probation Officer**

Day-To-Day Program Contact's Physical Address

**1125 Third St  
2nd Floor  
Napa  
CA  
94559  
US**

Day-To-Day Program Contact's Email Address

**ferlyn.buenafe@countyofnapa.org**

Day-To-Day Program Contact's Phone Number

**+17072534126**

Day-To-Day Fiscal Contact

**Ferlyn  
Buenafe**

Day-To-Day Fiscal Contact's Title with  
Agency/Department/Organization

**Staff Services Manager**

Day-To-Day Fiscal Contact's Physical Address

**212 Walnut St  
Napa  
CA  
94559  
US**

Day-To-Day Fiscal Contact's Email Address

**Ferlyn.Buenafer@countyofnapa.org**

Day-To-Day Fiscal Contact's Phone Number	<b>+17072534126</b>
Name of Authorized Officer	<b>David Morrison</b>
Authorized Officer's Title with Agency/Department/Organization	<b>Interim County Executive Officer</b>
Authorized Officer's Physical Address	<b>1195 Third St Suite 310 Napa CA 94559 US</b>
Authorized Officer's Email Address	<b>david.morrison@countyofnapa.org</b>
Authorized Officer's Phone Number	<b>+17072534421</b>
Authorized Officer Assurances	<b>checked</b>
SECTION III - PROPOSAL NARRATIVE AND BUDGET	<b>This section requests responses to the Rating Factors identified in the the Mobile Probation Service Centers Grant Program Application Instruction Packet.</b>

**The Proposal Narrative must address the project's Need, Equipment, and Implementation Rating Factors as described in the Instruction Packet (Pages 13-17). A separate narrative response is required for each Rating Factor as described below: The Need narrative may not may not exceed 2,237 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 1 (one) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Equipment narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. The Implementation narrative may not may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 2 (two) pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submitting the Mobile Probation Service Centers Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the Instruction Packet (Page 13).**

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## Need

The Napa County Adult Probation office is located in downtown Napa. The Department does not currently lease space or provide mobile services in other areas of the county, so for clients to receive services they have to report to the office. The Department supervises probationers who reside in all areas of the county, from the cities of St. Helena and Calistoga on the north end of the county, to American Canyon to the south. The Napa area is a worldwide tourist destination and depending on the time of year, the two-lane road connecting the city of Napa to the opposite ends of the county can be incredibly congested. Travel times can easily exceed an hour and significantly more for clients who live in unincorporated areas. This makes access to services more difficult for probation clients living in these areas, and even difficult for those unhoused or do not have access to reliable transportation.

The issue of homelessness is significant nationwide, and a greater issue in California where the state has the largest unhoused population in the nation. Napa County shares similar issues with an estimated 40% increase in the unhoused population over the last 6 years. According to Napa County Homeless and Housing Services, approximately 25% of their clients are on active probation or parole, and 89% of the clients housed in 2020 had previous criminal justice involvement. This target population often struggles to abide by their conditions of probation. They often fail to appear for appointments and court; fail to complete needed assessments for services; struggle to charge their GPS devices; and are contacted more often by law enforcement for drug and alcohol use. These issues lead to warrants and make it difficult for them to exit the criminal justice system and secure stable housing and employment. It is the intent of the Probation Department to purchase a mobile probation services center vehicle that can be deployed in all areas of the county, including shelters, near homeless encampments, and outside of the jail. Napa County Health and Human Services has committed to jointly deploying their staff with Probation in these centers to help meet the vast array of needs for these clients.

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## Equipment

The Napa County Probation Department does not currently have any vehicles operating as mobile service centers. If awarded the grant, the Department intends to purchase a Freightliner MT-55, walk-in, step van to convert into a service center (vehicle). This vehicle is 32 feet in length and provides the perfect combination of interior workspace, and small enough to maximize mobility and not require any special license to operate. The vehicle will be maintained through an agreement with the County's fleet management division. The vehicle comes equipped with all standard safety and mechanical features of similar vans, including a hydraulic brake system, spring rear suspension, a 23,000- pound weight capacity, and an automatic Allison transmission.

The following items will be included as part of the vehicle buildout: an HVAC system, a galley kitchen with a refrigerator, watering kit with watering system hand pump, coffee maker and microwave, emergency lighting, and a generator to operate all equipment without

a connected power source. These items will be important for maintaining a controlled temperature for a comfortable meeting space in inclement weather, and providing a place to store and heat up food for staff and clients. The majority of space in the vehicle will be dedicated to four (4) separate work stations and meeting areas all prewired with Cat6 cable and computer network jacks. In the main area the vehicle will include a conference table with bench seating on either end, a white board and a 50" smart television that will allow for connection to the county network. This area will be able to accommodate multiple staff and clients and provide the ability to run virtual meetings and facilitate courtroom appearances for select calendars to help reduce failures to appear in court. In the rear interior of the vehicle there will be two tables, one along the wall and the other in the middle of the space. These workspaces come with four (4) chairs secured by bungees during transport, and the spaces will be wired for connectivity to the county network. On the inside wall a 32" television will be included. Next to the galley kitchen area, there will be an electronics rack to lock, ventilate, and store electronics. The cab of the vehicle will be wired for a dispatch radio and backup camera. Other included safety equipment are vehicle light bars, surge suppressor for protection of the entire AC power system, smoke and carbon monoxide detectors, and a fire extinguisher.

Equipment and technology to be purchased that do not come with the vehicle include a Cradlepoint 5g network router which allows for all telecommunications equipment to connect securely to the county's private network. Two (2) desktop business phones will also be purchased, one for the main area and the other located in the rear workspace. This allows staff and clients to communicate with stakeholders as needed, including client calls to attorneys. Additionally, two (2) micro computers will be purchased and installed on the included televisions to allow operation as working computers. A video conferencing camera/speaker kit will be installed on each television to provide the capacity for court, virtual meetings, and trainings for staff and clients. Two (2) computer docking stations and two (2) laptops will be purchased and installed in the front and rear workspaces for staff from all county agencies to work in this space. Any additional laptops will be provided by existing supply and connected into the docking stations for access by each agency. The County will also purchase and install an all-in-one printer, fax, copier to print resources for clients and facilitate the needs of a working office.

The County has an existing contract with Informacast and will leverage this information sharing system to provide staff working at mobile sites alerts and allow them to request assistance by activating duress alarms that relay specific location using any cell phone or network device. Other safety equipment will be purchased and installed to ensure safety of clients and staff with a dispatch radio, a backup camera, and two storage safes for dangerous contraband or gun storage. The vehicle will be equipped with an alarm system to secure and safeguard items inside. Staff training on the vehicle and equipment will be provided as part of the contract with the vehicle

Implementation

The Probation Department has strong partnerships with other service agencies and currently has a Mental Health Counselor, Eligibility Worker, and Alcohol and Drug Counselor imbedded within the Department. The Health and Human Services Agency is excited about this project and has committed to deploying these staff alongside Probation to provide services for this target population. Additionally, the Napa County Superior Court is committed to partnering and exploring expanded opportunities for virtual court to reduce failures to appear, and improve access. It is the intent of the Department to deploy the mobile services center to homeless encampments within the City of Napa, especially at Kennedy Park. This location is the largest homeless encampment where several high utilizing probationers reside.

The Homeless and Housing department will collaborate to allow parking near the homeless shelter, and other housing complexes when additional homeless housing contracts are established. According to Homeless and Housing, there are approximately 750 clients active in their system in any given year, and typically 25% of that population is on active correctional supervision which amounts to over 180 clients struggling with housing who could benefit from mobile services. For the other clients who struggle to report to Probation due to proximity, the Department has received permission from the St. Helena Police Department to park the vehicle in their parking lot to set up services for our UpValley probation clients. The Napa County Jail is co-located with Probation and currently undergoing construction at a new site. The Jail will be moving locations outside of the city limits within the next two years. Once the move is complete, it is the intent to use the mobile service center at the new jail location to facilitate after release check-ins to reduce the likelihood of failures to report and connect clients with services immediately. The mobile service center will also be used in the City of American Canyon community and at community events.

The mobile service center will be equipped with technology, staff, and equipment to help probationers with their needs in several areas. Bringing the office to clients who struggle with transportation will improve the likelihood they report to Probation, which is the underlying reason for the majority of warrants. Clients on GPS monitoring who struggle to keep their device charged will also be able to charge their device using the power in the vehicle, and officers will be able to check alcohol monitoring devices in the field instead of requiring clients to travel to the office weekly. Mental Health (MH), Alcohol and Drug (AOD), and Eligibility staff will be able to meet with clients, assess needs, provide services and complete documentation using on board computers and meeting spaces. Probationers will be able to access court services and speak to attorneys using the virtual meeting technology and secure phone systems. Being more integrated into these communities and collaboration with Health and Human Services and Housing and Homeless allow the Department to further assess the distinct needs



of clients in each area and adjust services as necessary. Bringing all these service providers to the clients also streamlines access to services and removes barriers to compliance and success. It is anticipated there will be an increase in referrals and engagement in services, and ultimately improved outcomes for this group.

The Department will track the number of probation clients served, referrals made, the types of services received (MH, AOD, GPS, Eligibility, housing, food/clothing etc.), warrant petitions filed, and statistics for how many times the mobile service center was deployed and to various locations within the County.

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Budget Instructions	<b>Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 4: Budget (Budget Tables &amp; Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Proposal Budget and Budget Narrative. The Proposal Budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website.</b>
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Budget Attachment  
[Napa\\_Budget.xlsx](#)

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SECTION IV - MANDATORY ATTACHMENTS	<b>This section list the attachments that are required at the time of submission. Project Work Plan (Appendix B) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F)</b>
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Project Work Plan (Appendix B)  
[Napa\\_Work\\_Plan.docx](#)

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Certification of Compliance with BSCC Polices On Debarment, Fraud, Theft, and Embezzlement (Appendix F)  
[Napa\\_Appendix\\_F.pdf](#)

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OPTIONAL: Governing Board Resolution	n/a
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OPTIONAL: Bibliography	n/a
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CONFIDENTIALITY NOTICE:	<b>All documents submitted as a part of the Mobile Probation Service Centers Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)</b>
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## Appendix B: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Please provide a project workplan in the below fields.

<b>(1) Goal:</b>	Lessen the impact on the Napa Court, Jail and Probation from homeless probationers who abscond		
Objectives	A. Reduce number of homeless probationers booked into jail for warrants related to failure to report to probation and court. B. Improve the number of hearings homeless probationers attend, reducing continued hearings and bench warrants issued for failure to appear. C. Reduce probation petitions for failure to report to Probation. Shift probation focus from writing petitions for homeless for failure to report to providing wrap around services in the locations where these clients reside.		
Project activities that support the identified goal and objectives:	Responsible staff/partners: Napa County Courts, Probation, Health and Human Services, Homeless and Housing Services, County ITS	Timeline	
		Start Date: Approx. 1/1/2024 or when Mobile Service Center is fully operational	End Date: Ongoing / Continuous

<p>1. Deploy mobile supervision unit to the communities of unhoused clients throughout Napa to create opportunities for regular contact and organic connections, and shift expectation that all reporting must be done at the Probation office to reduce arrests for failure to report and reduce impact on jail.</p> <p>2. Deploy mobile supervision unit at major encampments and shelter spaces at the start time of morning and afternoon court calendars to allow offenders to attend court hearings remotely. Provide a private telephone line for clients to speak with attorneys.</p> <p>3. Deploy alongside Mental Health, Alcohol and Drug, and Eligibility workers to help improve accessibility to services and refocus the role of probation at encampments from attempting to locate for compliance to coordinating and providing services to help draw clients into services and better reporting compliance.</p>		
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<b>(2) Goal:</b>	Improve access to services for probationers throughout the County		
Objectives (A., B., etc.)	<p>A. Increase access to services and reduce failures to report for UpValley residents</p> <p>B. Increase access to services and reduce failures to report for City of American Canyon residents.</p>		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date: Approx. 1/1/2024 or when Mobile Service Center is fully operational	End Date: Ongoing / Continuous

1. Deploy the mobile services center monthly to the City of St. Helena to serve UpValley residents. 2. Deploy the services center monthly to the City of American Canyon to better serve that community.	Probation, HHS staff, St. Helena PD, American Canyon PD	
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<b>(3) Goal:</b>			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			

<b>(4) Goal:</b>			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			

## Appendix F: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.


By checking the following boxes and signing below, applicant affirms that:

☒ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☒ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☒ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
DAVID MORRISON	INTERIM CEO	916/119-6797	david.morrison@countyofnapa.org
STREET ADDRESS	CITY	STATE	ZIP CODE
1195 THIRD STREET	NAPA	CA	94559
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
			12-28-2022



Mobile Probation Service Centers Grant Program - Project Budget and Budget Narrative		
Name of Applicant:		NAPA COUNTY
22-Month Budget: May 1, 2023 to March 15, 2025		
Note: Rows 8-10 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.)		
Budget Line Item		Total
1. Services and Supplies		\$48,937.00
2. Professional Services or Public Agency Subcontracts		\$10,414.00
3. Equipment/Fixed Assets		\$403,820.00
4. Other (Travel, Training, etc.)		\$134.00
TOTAL		\$463,305.00
1a. Services and Supplies		
Description of Services or Supplies	Calculation for Expenditure	Total
Gun / Storage safe for contraband or gun storage	Quote from Safe and Vault store for two (2) storage safes	\$560.00
Laptops, Microcomputers, Docking stations and Printer and Desk Phones for office workstations	Quote from County's ITS (Laptop (2) - \$4,232, Soundbar (2) - \$603; Webcam - \$388; Microcomputer (2) - \$1,463; Laptop Docking Stations (2) - \$ 1,435; All-In-One -\$260; Desktop Phone - \$1,427)	\$9,808.00
Cradlepoint & Antenna for a router and increased reception to connect to the Couty's private network	Quote from County's ITS and Communication (Cradlepoint - \$2,650; Antenna - \$418)	\$3,068.00
Motorola Dispatch Radio for 2-way communication to Fire, Police and Probation Department	Quote from County's ITS and Communication	\$6,826.00
Rear and Side view Camera for safety when Step Van is in motion	Quote from vendor, Rear View Safety Inc.	\$1,165.00
RV Maintenance and Fuel for two (2) years. Step van expected delivery is one (1) year after	Quote for County's Pool (Maintenance - \$5,000 and Fuel - \$5,000 annually for two years)	\$20,000.00
Step Van DMV Registration Fees for two (2) years. Step Van expected delivery is one (1) year after purchase.	DMV	\$7,080.00
Security Alarm to secure and safeguard items inside the Step Van	Quote from Tattle Tale RV	\$430.00
TOTAL		\$48,937.00
1b. Services and Supplies Narrative:		
<p>If awarded, the County intends to purchase a 32-foot step van to provide mobile services to probationers. Although the step van will come equipped with several office fixtures to establish workstations, additional items are needed to create a work environment to foster safety and mobile probation services remotely such as rugged laptops, microcomputers, a printer, phone, soundbar, webcams, and a rear back-up camera. The items budgeted were discussed with input and feedback from the County's ITS, Communications and County Pool divisions to ensure a fully functional mobile office to expand probation operations and services similar to if a probationer were seen at the Napa County Adult and Juvenile divisions.</p> <p>An alarm system will be purchased to secure and safeguard items inside the step van. With the cost of the step van, all items installed, mobile office equipment and ancillary items, the alarm system will hopefully deter theft and minimize ability of mobile supervision services to be non-operational due to criminal activity.</p> <p>Expenses are inclusive of tax and shipping.</p>		
2a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
Vehicle wrap signage for Step Van	Quote provided by vendor, Palmer Signs specializing in vehicle wraps and graphic design	\$10,100.00
Verizon services for monthly monitoring of the security alarm system installed in the Step Van	Monthly services fee of \$20.95/mo from 1/1/2024 - March 15, 2025 (15 months)	\$314.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$10,414.00
2b. Professional Services Narrative		
<p>With the purchase of the 32-foot step van, professional signage is needed for County identification and strategic messaging. Napa will work with the vendor to develop and create graphics for a vehicle wrap to include the County logo, signage for outreach messaging, and visibility for a professional appearance. Vehicle wraps typically last up to eight (8) years before peeling/replacement.</p> <p>An alarm system to secure and safeguard items inside the step van will be purchased. With the cost of the step van, all items installed, mobile office equipment and ancillary items, the alarm system will hopefully deter theft and minimize ability of mobile supervision services to be non-operational due to criminal activity. Included is the monthly monitoring fee with Verizon.</p> <p>Expenses are inclusive of tax and shipping.</p>		
3a. Equipment/Fixed Assets		
Description of Equipment/Fixed Asset	Calculation for Expense	Total
32-foot Step Van to establish a mobile probation service center for probationers	Customized quote received from LDV Custom Specialty Vehicles for a 32-foot step van equipped with all safety features for four (4) workstations. The quote includes equipment (i.e. seating, cabinets, HVAC system, AC Electrical system, prewired system, emergency lighting, tv's for audio and video capability, seating for meeting space, white board, kitchen galley, cabling for computer network setup, and exterior storage compartments.	\$403,820.00

		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTALS		\$403,820.00
3b. Equipment/Fixed Assets Narrative		
<p>The County reached out to several vendors for specialty vehicles to design and equip a vehicle to best fit the needs of the department while fulfilling the grant requirements. Napa received a comprehensive 17-page quote from LDV Custom Specialty Vehicles. If awarded, Napa intends to purchase a 32-foot, customized Freightliner MT-55, walk-in step van converted into a mobile service center to serve probationers unhoused and struggling to meet probation requirements. The step van allows Probation to service probationers that otherwise may not meet Probation terms or encounter County services due to lack of resources to travel to a County office. The step van can be driven with a Class C driver's license.</p> <p>As a mobile service center, the vehicle will be set up for staff to work remotely with access to all resources as if working in a County office, together with ample space for client meetings. Bringing the office to clients who struggle with transportation will improve the likelihood they report to Probation, which is the underlying reason for the majority of warrants. Clients on GPS monitoring who struggle to keep their device charged will also be able to charge their device using the power in the vehicle, and officers will be able to check alcohol monitoring devices in the field instead of requiring clients to travel to the office weekly. In collaboration with the Housing and Homeless division, Mental Health and Alcohol and Drug, the vehicle allows these staff and Probation integration of services to meet with clients, assess needs, provide services and complete documentation using on board computers and meeting spaces. Bringing all these service providers to the client streamlines access to services and helps to reduce or remove barriers to compliance for success.</p> <p>The step van comes equipped with all standard safety and mechanical features (i.e. fire extinguisher, carbon monoxide and smoke alarm, generator, surge suppressor for entire AC power system and emergency lighting; four (4) built in ample workstations with comfortable seating; two (2) tv's allowing as working computers, virtual meetings, and capacity for court video conferencing; a meeting area; prewiring for computer, phone, radio, Bluetooth capability, and network setup; HVAC system; a mini galley kitchen with refrigerator and microwave; sufficient power for electronics; and storage.</p> <p>Napa will follow the BSCC guidelines and County procurement policies and procedures for purchases.</p> <p>Due to the limited number of lines available for expense entry, costs have been grouped above.</p>		
4a. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Total
Grantee team meetings in Sacramento	Round-trip mileage (\$.655/mile x 150 miles) and per diem (\$12 lunch x 3)	\$134.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
TOTAL		\$134.00
4b. Other (Travel, Training, etc.) Narrative:		
<p>Mileage and lunch per diem to attend three (3), one-day trips to Sacramento for grantee team meetings. Costs calculated using the County Travel policy and U.S. General Services Administration Per Diem Rates.</p>		



**APPENDIX A: MOBILE PROBATION SERVICE CENTERS GRANT PROGRAM SCORING PANEL**

<b>Mobile Probation Service Centers Grant Program Scoring Panel Roster</b>		
<b>Member</b>	<b>Title</b>	<b>Organization</b>
Stephanie James	Probation Chief (Ret.)	San Joaquin County Probation Department
Rachelle Gayton	Division Manager of Operations	Yolo County Probation Department
Brad Hecht	Budget and Grants Manager	Sonoma County Probation Department
Charles Henson	Chief Probation Officer	Sierra County Probation Department
Brad Kern	Probation Division Manager	Tulare County Probation Department
Yuri Secoquian	Probation Manager	Contra Costa County Probation Department
America Velasco	Pre-Trial Services Coordinator	Superior Court of California, County of Solano



# 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: 5/16/2023

File ID #: 23-0736

**TO:** Board of Supervisors  
**FROM:** Amanda Gibbs, Chief Probation Officer  
**REPORT BY:** Ferlyn Buenafe, Staff Services Manager  
**SUBJECT:** Agreement with Isadora Asch for Peer Court, Amend No. 4

### RECOMMENDATION

Chief Probation Officer requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 180309B with Isadora Asch for a contract maximum of \$48,810 annually for the term July 1, 2023, through June 30, 2024, with one (1) automatic annual renewal, to provide Peer Court Services.

### EXECUTIVE SUMMARY

The Peer Court program has been operating in Napa County since 1998. The program originated in the Juvenile Courts but responsibility transferred to the Probation Department in Fiscal Year 2002-2003. This was done to improve how referrals were coordinated with the Juvenile Court Probation Officer. The Amendment extends the term an additional year and revises the Compensation and Expense Reimbursement Exhibit.

### FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 14200-00
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is discretionary in that there is no mandate to have this specific agreement. Approval of the requested action allows the Department to continue services with Isadora Asch for the provision of supportive services to at-risk youth in the community who would otherwise impact the juvenile court workload.
Is the general fund affected?	Yes
Future fiscal impact:	Future appropriation will be budgeted accordingly. The Department uses State realigned funds to pay for Peer Court services.
Consequences if not approved:	If the Agreement is not approved, Peer Court services will not be performed, impacting workload of juvenile court officers.

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 Peer Court program diverts first-time juvenile offenders who have committed low-level crime from the Napa County Juvenile Court. These juveniles agree to be tried and judged by their peers and to comply with conditions set by them so that justice may be achieved. If a minor completes the program successfully, his or her case is closed and no formal charges are filed. The Peer Court Program Director recruits and trains juvenile volunteers to staff Peer Court. Peer Attorneys work in teams to prepare for the case. The Program Director also oversees all activities needed to produce up to 10 Peer Court sessions during the school year. Examples of cases heard in Peer Court include: minor under the influence, public intoxication, minor in possession of alcohol, petty theft, vandalism, tagging, minor assault/battery, false information to a peace officer, stealing, trespass, harassment, unlicensed driver, texting while driving, etc.

Annually, approximately 200-250 students participate in the actual court sessions as volunteers and serve as jurors, attorneys, clerks and bailiffs. Since 1999, more than 22,000 eighth grade students throughout the County have learned about the juvenile system through the educational component of the program known as the Juvenile Justice Curriculum.

This Amendment extends the term an additional year and increase the Consultant's hourly rate to \$30.00.

Isadora Asch is a local vendor.

**NAPA COUNTY AGREEMENT NO. 180309B  
AMENDMENT NO. 4**

**THIS AMENDMENT NO. 4 TO NAPA COUNTY AGREEMENT NO. 180309B** is made and entered into 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 ISADORA ASCH, M.A. whose mailing address is 74 Ridgecrest Drive, Napa, CA 94558 hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, on July 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180309B (the "Agreement"), under which CONTRACTOR agreed to provide a Peer Court program to divert minors from the Napa County Juvenile Court; and

**WHEREAS**, on July 1, 2019 COUNTY and CONTRACTOR extended the term of Agreement No. 180309B an additional year with an automatic one year renewal; and

**WHEREAS**, on July 1, 2021 COUNTY and CONTRACTOR extended the term of Agreement No. 180309B an additional year with an automatic one year renewal; and

**WHEREAS**, on July 1, 2022 COUNTY and CONTRACTOR amended Exhibit B and extended the term of Agreement No. 180309B; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend *Exhibit B*, increasing the hourly rate and extend the term; and

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 180309B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

**Term of the Agreement.** The term of this Agreement shall commence on July 1, 2018 and shall expire on June 30, 2024 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 one (1) year at the end of each fiscal year, under the terms and conditions then

in effect 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. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-4", attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-4."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total **FORTY-EIGHT THOUSAND, EIGHT HUNDRED TEN DOLLARS (\$48,810)** for professional services and expenses each 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.

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

4. On and after the effective date of this Amendment No. 4 of the Agreement, all references in the Agreement to Exhibit "B," "B-1," and "B-3" shall mean Exhibit "B-4", attached to Amendment No. 4.

**REMAINDER OF THIS PAGE LEFT BLANK**

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**IN WITNESS WHEREOF**, this Amendment No. 4 to Agreement No. 180309B was executed by the parties hereto as of the date first above written.

ISADORA ASCH, M.A.

By: \_\_\_\_\_  
ISADORA ASCH

“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>Douglas Parker (via e-sign)</u> County Counsel</p> <p>Date: April 13, 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 “B-3”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

**July 1, 2023 through June 30, 2024  
(and each subsequent automatic renewal thereof)**

**A. Compensation**

Services performed by CONTRACTOR shall be invoiced based on actual hours worked billed at \$30.00 per hour.

**B. Expenses**

<b>Activity</b>	<b>Maximum Compensation</b>
Youth Court Conference	Actual expenses for registration
Youth Court Conference – Per Diem and Lodging	Not to Exceed the U.S. General Services Administration rates set by fiscal year, Effective October 1 of each year
Total Youth Court Conference Expense	\$1,300.00
Promotional Materials and Food for Volunteer Team Meetings	\$510.00
Office Expense	\$200.00

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed \$48,810 each 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:** 5/16/2023

**File ID #:** 23-0367

**TO:** Board of Supervisors  
**FROM:** Steve Lederer, Director of Public Works  
**REPORT BY:** Juan Arias - Deputy Director of Public Works  
**SUBJECT:** Approval of Soscol Ferry Road/Devlin Road Roundabout Project design services PSA amendment #1 and Budget Transfer

### **RECOMMENDATION**

Director of Public Works requests approval of a Budget Transfer for the following regarding the Soscol Ferry Road/Devlin Road Roundabout Project (4/5 vote required):

1. Increase appropriation by \$350,000 in the Traffic Mitigation-Airport Industrial budget (Fund 2440, Org 1220050, Object 56100) with the use of its available cash to transfer to Soscol Ferry Road/Devlin Road Roundabout Project budget (Fund 2040, Org 2040500, Project 21060, Object 48200); and
2. Increase appropriation by \$350,000 in Project 21060 budget (Fund 2040, Org 2040500, Object 52310) offset by transfer-in revenue from Traffic Mitigation-Airport Industrial budget.

### **EXECUTIVE SUMMARY**

On December 15, 2020 the Board of Supervisors Approved for the Chair to sign an agreement with GHD for the design of the Soscol Ferry Road at Devlin Road Intersection Roundabout Project. Significant progress has been made in the design of the project and in the right of way acquisition process. It is necessary to augment the project budget due to additional design costs and to partially fund the right of way phase.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Traffic Mitigation-Airport Industrial budget (Fund 2440, Org 1220050)
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Requested approvals are necessary to complete the design, right-of-way and construction phases of the project.
Is the general fund affected?	No
Future fiscal impact:	The construction phase of the Soscol Ferry Road - Devlin Road Intersection Roundabout Project will have to be funded in Fiscal Year 2023-2024.
Consequences if not approved:	The project may not move forward.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment
Additional Information	<a href="#">Click or tap here to enter text.</a>

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program. According to the Mitigated Negative Declaration, the proposed project would have, if mitigation measures are not included, potentially significant environmental impacts in the following areas: Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Noise, Tribal Cultural Resources and Mandatory Findings of Significance. This project site is not on any of the lists of hazardous waste sites enumerated under Government code section 65962.5

## **BACKGROUND AND DISCUSSION**

The Airport Industrial Area Specific Plan (AIASP) was adopted by the Board of Supervisors on July 29, 1986, to provide for the orderly development of the area around Napa County Airport. The Specific Plan recommended the development of a mechanism for sharing the costs of needed road and intersection improvements among all development within the planning area. These improvements include the extension of Devlin Road and capacity/operational improvements at several intersections, as well as the local share of the cost of major improvements to the State Route 29/12/221 (Soscol Junction) and State Route 29/12 (Airport Junction) intersections. The AIASP was formally renamed the Napa Valley Business Park (NVBP) by action of the Board of Supervisors on October 23, 2013.

The Traffic Mitigation Fee program was adopted in December 1990 and has been used since that time as the noted cost-sharing mechanism. The fee was established under the authority of Section 66000 et seq. of the Government Code, the Mitigation Fee Act.

The AIASP also includes improvements to the Soscol Ferry Road and Devlin Road intersection. The AIASP originally called for a signalized intersection project, however, current conditions and the Soscol Junction Project make a signalized intersection impractical and undesirable, and a roundabout a much better option.

On December 15, 2020 the Board of Supervisors Approved for the Chair to sign an agreement with GHD, for a maximum of \$359,436 for the term December 8, 2020 through June 30, 2021 with an automatic rollover extension provision for two additional years for the design of the Soscol Ferry Road at Devlin Road

Intersection Roundabout Project The Board also approved a budget transfer of \$420,000 from the Traffic Mitigation-Airport Industrial Non-Operating Special Revenue Fund (TMF) to fund the design of the project. On August 17, 2021 the Board approved the project conceptual design and adoption of a resolution approving the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project in order for the project to move forward into the final design, right of way and construction phases.

On March 22, 2022 the Board approved of and authorized for the Chair to sign Amendment No. 1 to Agreement No. 210222B with GHD, Inc. increasing the amount by \$293,450 for a new maximum of \$652,886 amending the scope of work to include additional civil engineering and associated design services; and

Since then the project has made much progress in the final design and right of way acquisition phases.

Additional services, being administered through the County's on-call agreement with GHD, have been necessary during the design phases due to a longer project period triggered by Caltrans requirements through their review of the project as well as changes required by property owners who are to provide the required right of way to build the project. This budget transfer will cover the additional design services as well as a portion of the right of way costs.

The Soscol Ferry Road/Devlin Road Roundabout Project, which is now currently estimated at \$6,200,000 is proposed to be funded by the airport traffic mitigation fee (TMF) program. This budget transfer amount is to be transferred from the fund program. Staff anticipates returning to the Board later this year for a budget transfer to fully fund the right of way costs. Attached is a budget sheet for information.

At the time of bid opening for the Soscol Ferry Road - Devlin Road Roundabout Project staff will return to request funding for that project. An ACO loan may be needed at that time, though all loans will be paid back as new TMF fees are received. Staff anticipates construction of the project to be completed in 2024 in concurrent completion with the Soscol Junction Project.

It is projected that the TMF will continue to grow through the payment of TMF fees as development occurs in the business park area. This process of advancing funds, and then getting paid back by future TMF revenue, was used successfully during construction of Devlin Road segments C and E (both loans have been repaid in full as planned).

05/16/23

## Soscot Ferry Road/Devlin Road Roundabout - Project Budget

Budget Item	Budget Item Amount	Board Appropriation Requested Today	Board Appropriation to date	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Construction	\$3,700,000	\$0	\$0	\$0	0%	\$0
Construction Contingency	\$490,000	\$0	\$0	\$0	0%	\$0
Design and Engineering	\$918,415	\$265,529	\$652,886	\$652,886	0%	\$0
Right of Way Costs	\$350,000	\$84,471	\$0	\$0	0%	\$0
Furniture Fixtures and Equipment	\$0	\$0	\$0	\$0	0%	\$0
Construction Management	\$555,000	\$0	\$0	\$0	0%	\$0
County Project Mgmt./Administration	\$167,114	\$0	\$167,114	\$87,274	0%	\$79,840
Inspections and Fees	\$50,000	\$0	\$0	\$0	0%	\$0
<b><u>TOTAL</u></b>	<b>\$6,230,529</b>	<b>\$350,000</b>	<b>\$820,000</b>	<b>\$740,160</b>		<b>\$79,840</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0664

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Dewey Phan, Assistant Engineer  
**SUBJECT:** Dry Creek Road MPM 11.6 - Award of Construction Contract

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### **RECOMMENDATION**

Director of Public Works requests the following actions:

1. Award of a contract to Rege Construction of Cloverdale, California for their low base bid of \$906,618 and authorize the Chair to sign the construction contract for the Dry Creek Road MPM 11.6, RDS 23-20 project.
2. Approval of a Budget Transfer for the following (4/5 vote required):
  - a. Increase appropriation by \$458,404 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) with the use of its available fund balance to be transferred to Project 23033 (Dry Creek Road MPM 11.6, Fund 2040, Org 2040500, Object 48200); and
  - b. Increase appropriation by \$458,404 in Project 23033, (Dry Creek Road MPM 11.6, Fund 2040, Org 2040500, Object 52360) budget offset by a transfer-in revenue from the ACO.

### **EXECUTIVE SUMMARY**

In January 2023, a series of storms caused significant damage at several locations, including Dry Creek Road mile post marker (MPM) 11.6 which sustained about 100 feet of roadway and fill slope failure.

The proposed repair to the slide is an approximately 124-foot-long concrete grade beam wall supported by 24" concrete CIDH (cast-in-place-drilled-hole) piles. Work is expected to commence in the summer of 2023 and be completed prior to the winter of 2023.

The engineer's estimate for construction was \$700,000 and the responsive and responsible low bidder is Rege

Construction for their base bid of \$906,618. It is recommended that the Board award the contract to Rege Construction for their low bid of \$906,618, approve the budget transfer, and authorize the Chair to sign the construction contract.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Org 2040500, Project 23033. The full cost of the project is estimated as \$1,458,404. The funding for 23033 (RDS 23-20) is from ACO fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed project will stabilize the roadway and reconstruct the roadway pavement section. The requested approvals will allow for construction of the repair.
Is the general fund affected?	No
Future fiscal impact:	Design began in Fiscal Year 2023 and construction will begin in Fiscal Year 2022/23. Construction will likely finish in Fiscal Year 2023/24. Staff will attempt to obtain FEMA reimbursement to offset some of the costs of the project.
Consequences if not approved:	Future rain events would likely cause additional landslides at this site.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

During the storm event that started in January of 2023, significant damage occurred at Dry Creek Road MPM 11.6, which is located in unincorporated Napa County near Wall Road. Dry Creek Road MPM 11.6 sustained road and fill failure consisting of downslope failure on the northern side of the roadway, where a portion of the road slid down the hillside threatening the remaining portions of the road. The slide is approximately 100 feet

long by 12 feet wide.

The proposed repair to the slide is approximately 124-foot-long concrete grade beam wall supported by 24" concrete CIDH (cast-in-place-drilled-hole) piles. The grade beam wall depth is between 8' to 14'. The piles depth is approximately 30'. There are approximately 60 linear feet of roadway payment rehabilitation (grinding and re-surfacing existing pavement) and 85 linear feet of roadway payment re-construction (removing old asphalt/aggregate base and replacing with new asphalt/aggregate base).

On January 24, 2023, the Board adopted a Resolution ratifying a Proclamation of Local Emergency and appropriated \$1,000,000 funding for the design and repair of Project 23033 (Dry Creek Road MPM 11.6, RDS 23-20). This project may qualify for Federal Emergency Management Agency (FEMA) funding and the County will request for reimbursement. If approved, the match for this project is up to 75% FEMA, 18.75% California Office of Emergency Services (Cal OES) and 6.25% local.

The project was advertised for bid on April 3, 2023, and the Clerk of the Board opened 5 bids on May 4, 2023.

Northwest Demolition Inc.	San Francisco, CA	\$665,000.10
Rege Construction	Cloverdale, CA	\$906,618.00
E.E. Gilbert Construction	Martinez, CA	\$936,862.08
Piazza Construction	Penngrove, CA	\$937,222.00
Bridgeway Civil Constructors	Vacaville, CA	\$986,003.00

The first bidder, Northwest Demolition Inc., did not use the correct bid proposal forms and consequently did not bid on all items, and is therefore not a responsive bidder. Staff has rejected this first bidder as a non-responsive bidder. The engineer's estimate was \$700,000 and the successful low bidder is Rege Construction for their responsive base bid of \$906,618. Construction is anticipated to commence in June 2023 and to be completed by October of 2023, weather and site conditions permitting. A 15% contingency is requested for any unforeseen items of work.

The total project budget with the addition of engineering design, construction management, project management, special inspection and contingency is \$1,458,404 and will be funded with ACO fund (see attached project budget). In addition to a previous appropriation of \$1,000,000, a budget transfer of \$458,404 is needed to move this project forward.

Rege Construction is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Director of Public Works requests approval of the requested budget transfer and award of the contract for the "Dry Creek Road MPM 11.6, RDS 23-20" to Rege Construction of Cloverdale, California, for their low base bid of \$906,618.00, and authorization for the Chair to sign the construction contract.



BUDGET SUMMARY: DRY CREEK ROAD MPM 11.6, RDS 23-20						
Program: 23033						5/4/2023
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$906,618	\$306,618	\$600,000	\$0	0%	\$600,000
15% Construction Contingency	\$135,993	\$75,993	\$60,000	\$0	0%	\$60,000
Design and Engineering	\$114,017	\$0	\$114,017	\$80,388	71%	\$33,628
Design and Engineering Contingency (10%)	\$11,402	\$11,402	\$0	\$0	0%	\$0
Lands and TCE	\$0	\$0	\$0	\$0	0%	\$0
Construction Management	\$60,000	\$20,000	\$40,000	\$0	0%	\$40,000
County Project Management/Administration	\$85,000	\$24,392	\$60,608	\$43,563	72%	\$17,045
Enviro Survey, Geotech and Special Inspections	\$125,375	\$0	\$125,375	\$15,778	13%	\$109,597
Permits	\$20,000	\$20,000	\$0	\$0	0%	\$0
<b>TOTAL</b>	<b>\$1,458,404</b>	<b>\$458,404</b>	<b>\$1,000,000</b>	<b>\$139,730</b>	<b>14%</b>	<b>\$860,270</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0705

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**TO:** Board of Supervisors

**FROM:** Steve Lederer, Director of Public Works

**REPORT BY:** Katie Ribardiere, Animal Shelter Manager

**SUBJECT:** Amend Agreement No.170684B with Humane Society of Napa County & SPCA, Inc. for providing in shelter veterinary care.

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### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170684B with Humane Society of Napa County & SPCA, Inc. increasing the contract amount by \$35,000 for a new maximum of \$150,000 and amending the scope of work to include providing in-shelter veterinary care.

### **EXECUTIVE SUMMARY**

Approval of the recommended action will allow the Napa County Animal Shelter to have a veterinarian on site to provide veterinary care services that are deemed necessary and appropriate to dogs, cats, and rabbits by mutual agreement of the veterinarian and Animal Shelter Manager.

Services to be performed at County Shelter may include:

- a. General veterinary services, including but not limited to at-Shelter exams, bloodwork, vaccinations, microchipping, assistance with euthanasia determinations, treatments, record keeping, assistance with development or writing of protocols for the Shelter, and providing veterinarian advice to Shelter staff as needed.
- b. Minor surgical procedures such as treatment of abscesses, minor lacerations, and foxtail removal and neutering of cats with normal anatomy as determined by the veterinarian, upon request of Animal Shelter Manager or Supervisor.
- c. Behavior/training services for mutually agreed upon projects, as approved in writing by the Animal Shelter Manager

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	50400
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of this agreement will allow the Animal Shelter to continue to receive discounted spay, neuter, and provide in shelter veterinary care from Napa Humane
Is the general fund affected?	No
Future fiscal impact:	Funding for this service will be budgeted each fiscal year for the term of the agreement
Consequences if not approved:	The Animal Shelter would not receive discounted rates from Napa Humane and animals in the care of the Animal shelter that need spay/neuter and medical services might be sent to other veterinarians who may not offer discounted rates or not be able to accommodate the large number of required services in a timely manner as well as the shelter would need to provide transport.
County Strategic Plan pillar addressed:	Effective and Open Government
Additional Information	Click or tap here to enter text.

**ENVIRONMENTAL IMPACT**

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

**BACKGROUND AND DISCUSSION**

Prior to the adoption, foster arrangement, or other release of domestic animals in the custody of the Animal Shelter, animals are examined, spayed or neutered, micro-chipped and vaccinated. The Animal Shelter also provides no-cost vouchers to County residents to have domestic animals spayed or neutered as an animal population control measure and to help manage feral cat populations. On average, the Animal Shelter funds a combined total of over 1200 spay/neuter surgeries annually for dogs, cats and rabbits. Spay and neuter services have been shown to be effective means of population control, can lead to a longer and healthier life for the animal, and can result in a generally better-behaved animal.

Napa Humane has a long-standing history of providing spay, neuter and other veterinary services for the Animal Shelter and community. Through their fundraising efforts as a registered non-profit, they are able to offer service rates below costs helping them to meet their mission of promoting the welfare of companion animals.

On December 20, 2016, the Board of Supervisors authorized a sole source award and approved Agreement No.170684B with Napa Humane to provide, at a discounted rate, spay, neuter and other veterinary care services for all animals in the care of the Animal Shelter. Napa Humane is also the only local clinic dedicated to these services that can accommodate the volume of services the County requires.

Today's action will increase maximum compensation by \$35,000 for a new maximum of \$150,000 per fiscal year effective May 16, 2023. It will also allow for at-shelter services, providing a Napa Humane veterinarian to perform medical treatment at the Napa County Animal Shelter up to three (3) days per week, as scheduled and agreed to by at-shelter veterinarian and Animal Shelter Manager.

**NAPA COUNTY AGREEMENT NO. 170684B  
AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 170684B** is made and entered into as of this 19th day of April, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC. (Napa Humane), 501(c)(3) nonprofit corporation, whose mailing address is P.O. Box 695, Napa, CA 94559, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No.170684B (the “Agreement”) on December 20, 2016, to provide, at discounted rates, spay and neuter services, as well as any other authorized and recommended veterinary care services, for all animals in the care of COUNTY, as authorized by Government Code section 31000; and

**WHEREAS**, the Agreement was amended on March 10, 2020, to increase compensation, and amended again on April 20, 2021, to extend the term of the Agreement; and

**WHEREAS**, CONTRACTOR continues to operate a low cost spay/neuter and veterinary care services clinic (the “Clinic”) in Napa, California, that provides animal care services to both COUNTY and the public; and

**WHEREAS**, CONTRACTOR has expanded capacity to provide veterinary and behavior/training services at the COUNTY Animal Shelter facility and additional off-site veterinary services; and

**WHEREAS**, COUNTY continues to require low cost spay/neuter and veterinary care for domestic animals in the custody and for the benefit of COUNTY, continues to offer a program of providing vouchers for County residents with domestic animals to obtain spay or neuter services for free or reduced cost in the interest of population control, and desires to obtain additional on-site and off-site services offered by CONTRACTOR to maximize care for animals in the custody of the Animal Shelter and for community spay and neuter services; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to revise the scope of work, increase compensation, and extend the term.

**TERMS**

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Exhibit “A” and “B” of the Agreement are replaced in full by Exhibits “A-1” and “B-1”, respectively, attached to and incorporated by reference to this Amendment.

2. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on December 6, 2016, 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 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.

3. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for professional services and expenses shall be a total of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per fiscal year; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

4. **Electronic Signatures.** This Amendment may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment and shall have the same force and effect as a manually executed original.

5. This Amendment No. 3 shall be effective as of May 16, 2023.

*[Rest of Page Intentionally Left Blank]*

6. Except as provided in paragraphs 1 through 5 above, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC

By   
WENDI PISCIA, Executive Director

By   
MICHELLE BERRY, President, Board of Directors

"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 17, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT “A-1”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

##### **1. In-Clinic Veterinary Services**

###### **A. Scope of Veterinary Services**

- a. CONTRACTOR agrees to provide spay/neuter, microchip and vaccination services for cats, dogs, and rabbits in the custody of COUNTY or a foster home authorized by COUNTY under the specific terms of this Agreement and as long as such services are deemed medically appropriate under the circumstances by the at-clinic veterinarian at the official Napa Humane Spay/Neuter Clinic.
- b. CONTRACTOR agrees to provide additional veterinary care services that are deemed necessary and appropriate to cats, dogs, and rabbits by mutual, advance agreement between the at-clinic veterinarian and the Animal Shelter Manager or Supervisor.

###### **B. Refusal of Service and Authorization**

- a. CONTRACTOR has the right to refuse to provide service to any animal if the in-clinic veterinarian believes that providing such service may be a health risk to the animal or other animals in the CONTRACTOR Clinic.
- b. CONTRACTOR has the right to refuse to provide service to any animal the in-clinic veterinarian believes may injure any CONTRACTOR employee.
- c. As required by state law to establish a valid Doctor-Client-Patient relationship, all medication will be dispensed only to an animal under instructions of the veterinarian and only to the animal for which they were prescribed.
- d. COUNTY hereby grants CONTRACTOR a standing authorization to provide basic care, including vaccination and microchipping to dogs, cats, or rabbits from COUNTY or animals in the foster care program of COUNTY if such basic care is determined to be needed by the in-clinic veterinarian.
- e. Other veterinary services: COUNTY Animal Shelter Manager or Supervisor will be contacted if the in-clinic veterinarian believes that additional veterinary services should be provided to an animal. The Animal Shelter Manager or Supervisor will be given a cost quote for those services at that time. Verbal authorization from the Animal Shelter Manager or Supervisor will be required before any other services will be provided to the animal and will be documented on the animal's record.
- f. Veterinary services for foster care animals will require prior authorization and scheduling by a COUNTY staff member before any services are performed on the animal.

###### **C. Required Information & Scheduling**

- a. Documentation including the name and ID number, gender, age, description, and breed shall accompany each animal along with any prior health or treatment records from COUNTY or other veterinarians.

- b. COUNTY and CONTRACTOR will work cooperatively together to determine the number of animals from COUNTY to receive spay/neuter surgery provided COUNTY will be guaranteed a minimum of sixty (60) minutes on agreed upon surgery days. CONTRACTOR's scheduling time system will be used to determine the number of surgery time slots available.
  - c. CONTRACTOR shall provide information concerning the individual animal's services provided by CONTRACTOR, as authorized by the COUNTY, upon return of the animal to the COUNTY's shelter so that the COUNTY may appropriately charge each animal adoption or reclaim the true cost of those services. Failure of CONTRACTOR to completely list all services, or to notice the COUNTY of all services, upon return of the animal to the COUNTY's shelter shall not make the COUNTY liable for the costs of those unlisted services. The monthly invoice should equal a summary of all of these listings.
- D. Transportation and Housing of Animals
- a. Animals will be housed at the CONTRACTOR Clinic on the day of their procedure(s). Any change to this schedule will be on a case-by-case basis and must be arranged with the in-clinic veterinarian.
  - b. COUNTY shall provide transportation of animals from COUNTY's shelter to CONTRACTOR's Clinic and back to COUNTY's Shelter.

2. **Additional Veterinary and Behavior/Training Services Provided at COUNTY Shelter**

A. At-Shelter Services

CONTRACTOR shall provide one (1) veterinarian to perform medical treatment at COUNTY Shelter (at-Shelter veterinarian) up to three (3) days per week, as scheduled and agreed to by at-Shelter veterinarian and Animal Shelter Manager. CONTRACTOR may also provide Vet Tech Assistant, Registered Veterinary Technician, and behavior/training staff upon written request and approval of Animal Shelter Manager. Once scheduled, cancellations may be given by either party with 24-hour notice.

Services to be performed at County Shelter may include:

- a. General veterinary services including but not limited to at-Shelter exams, bloodwork, vaccinations, microchipping, assistance with euthanasia determinations, treatments, record keeping, assistance with development or writing of protocols for COUNTY Shelter, and providing veterinarian advice to COUNTY Shelter staff as needed.
- b. Minor surgical procedures such as treatment of abscesses, minor lacerations, and foxtail removal and neutering of cats with normal anatomy as determined by the veterinarian, upon request of Animal Shelter Manager or Supervisor.
- c. Behavior/training services for mutually agreed upon projects and as approved in writing by the Animal Shelter Manager.

**B. Refusal of Service and Authorization**

- a. CONTRACTOR has the right to refuse to provide service to any animal if the at-Shelter veterinarian believes that providing such service may be a health risk to the animal or other animals at the COUNTY Shelter.
- b. CONTRACTOR has the right to refuse to provide service to any animal the at-Shelter veterinarian believes may injure any CONTRACTOR or COUNTY employee.
- c. As required by state law to establish a valid Doctor-Client-Patient relationship, all medication will be dispensed only to an animal under instructions of the veterinarian and only to the animal for which they were prescribed.
- d. COUNTY Animal Shelter Manager or Supervisor shall provide verbal authorization for services and services provided to the animal will be documented on the animal's record by CONTRACTOR's at-Shelter veterinarian.

**3. Additional Off-Site Veterinary Procedures**

In addition to in-Clinic and at-Shelter services, CONTRACTOR's at-Shelter veterinarian may perform additional surgical procedures or other medical procedures such as dentals or spay/neuter clinics, at CONTRACTOR Clinic or other pet hospital, with written approval from COUNTY Animal Shelter Manager. CONTRACTOR shall not be responsible for animal transport.

**OTHER:**

CONTRACTOR is responsible for all personnel related expenses including insurance and continuing education. Travel expenses shall be paid by CONTRACTOR.

## **EXHIBIT “B-1”**

### **COMPENSATION**

#### **1. In-Clinic Veterinary Services**

- A. COUNTY shall compensate CONTRACTOR for standard spay/neuter services performed on any animals from the COUNTY shelter and sent to the Clinic for treatment at the CONTRACTOR’s published rates, except at the discretion of the CONTRACTOR to offer a discount. A copy of the rate sheet in effect at the time of this amendment is attached hereto and incorporated by reference to this Exhibit “B-1.”
- B. Other Surgical Services: The fee for cryptorchidism and hernia repair, if needed, is in addition to the spay/neuter fee and will be charged at CONTRACTOR’s published rates, except at the discretion of the CONTRACTOR to offer a discount. A standard \$1 per minute fee may be charged for surgeries other than cryptorchidism, hernia repair, or spay/neuter.
- C. All other fees will be based on the CONTRACTOR’s published rates, attached.
- D. CONTRACTOR may adjust their published rates during the term of the Agreement by providing COUNTY a copy of an updated rate sheet. Any updated rate sheet provided to County shall have no effect until thirty days after the Animal Shelter Manager or Supervisor has received notice of the revisions and a copy of the revised rate sheet.

#### **2. Additional Veterinary and Behavior/Training Services Provided at COUNTY Shelter**

##### **A. Labor:**

<b>Position Title</b>	<b>Rate</b>
Doctor of Veterinary Medicine (Veterinarian)	\$250 per hour for first two hours of service (2-hour minimum) then \$150 per hour for each additional hour (billed at half hour intervals)
Registered Veterinary Technician	\$50 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals.
Vet. Tech Assistant	\$30 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals.
Behavior/Training Staff	\$60 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals.

CONTRACTOR may adjust their hourly rates during the term of the Agreement by providing COUNTY a copy of an updated rate schedule. Any updated rate schedule provided to County shall have no effect until thirty days after the Animal Shelter

Manager or Supervisor has received notice of the revisions and a copy of the revised rate schedule.

**B. Supplies/Equipment/Premises Permit:**

All veterinary supply/equipment purchases shall be upon prior approval of Animal Shelter Manager or Supervisor and shall be billed to COUNTY at CONTRACTOR's cost, including any shipping costs. Purchased supplies/equipment shall belong to COUNTY. Required Premises Permit fee shall also be billed to COUNTY at cost.

**3. Additional Off-Site Veterinary Procedures**

CONTRACTOR shall provide a cost for additional off-site veterinary procedures, which shall be approved in writing by the Animal Shelter Manager.



# 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:** 5/16/2023

**File ID #:** 23-0728

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Steven Lederer - Director of Public Works  
**SUBJECT:** Professional Services Agreement with Gensler for Consulting Services for the Facilities Master Planning (FMP) Project

### **RECOMMENDATION**

Director of Public Works requests the following actions regarding the Napa County Facilities Master Planning project:

1. Approval of and authorization for the Chair to sign Agreement No. 230400B with M. Arthur Gensler Jr. & Associates, Inc, doing business as Gensler, for a maximum of \$484,819 for facilities master planning services; and
2. Approval of a Budget Transfer for the following (4/5 vote required):
  - a. Increase appropriation by \$550,000 in the Accumulated Capital Outlay (ACO) (Fund 3000, Org 3000000, Object 57900) with use of its available fund balance to fund the Napa County Facilities Master Planning Project (Fund 3000, Org 3000560, Project 23045, Object 49900); and
  - b. Increase appropriations by \$550,000 in Project 23045 (Fund 3000, Org 3000560, Object 52310) offset by a transfer-in revenue from ACO.

### **EXECUTIVE SUMMARY**

On January 31, 2023 the Board of Supervisors directed staff to initiate a Facilities Master Planning Project. To move the process forward staff released a request for proposals (RFP) for master planning services. After an extensive advertisement of the RFP, eight firms submitted proposals.

Staff from various departments evaluated the proposals based on the criteria for selection set out in the RFP and recommend award of a Professional Services Agreement (PSA) to Gensler. Award of the PSA will commence the master planning process.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Staff is now requesting authorization of Capital Improvement Project 23045 to track all costs associated with this effort.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board of Supervisors directed staff to initiate facilities master planning process on January 31, 2023. Facilities master planning consulting services are required to move the process forward.
Is the general fund affected?	No
Future fiscal impact:	The facilities master planning process will conclude in Fiscal Year 2023/2024 and the next step could be design of one or more facilities.
Consequences if not approved:	The facilities master planning process will not move forward.
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. CEQA for the project will be performed when a sufficient amount of design information is available.

**BACKGROUND AND DISCUSSION**

On January 31, 2023 the Board of Supervisors directed staff to initiate a Facilities Master Planning process. To move the process forward staff released a request for proposals (RFP) for master planning services. After an extensive advertisement of the RFP, eight firms submitted proposals.

The following firms submitted proposals:

1. Athenian Group
2. Gensler
3. Indigo
4. JLL
5. KPA
6. Makers
7. Nacht & Lewis
8. Studios



The evaluation criteria set forth in the RFP included:

1. Company History, Experience, Qualifications, and Approach to Scope of Work;
2. Overall evaluation and opinion of the firm's ability to deliver a high-quality project on time and within budget; and
3. Pricing/Rate Proposal.

Senior executive staff from various departments including the County Executive Office, Human Resources, Assessor-Recorder/County Clerk and Public Works evaluated the proposals based on the criteria for selection set out in the RFP and recommend award of a Professional Services Agreement (PSA) to Gensler. Gensler has extensive experience providing facilities master planning services to various government agencies including to counties such as Contra Costa, Santa Cruz, San Luis Obispo, Santa Clara, and Sonoma. The proposed Gensler staff for the project have worked on numerous facilities master planning projects. Reference contacts provided very positive feedback about the facilities master planning services provided by Gensler. The project approach provided by Gensler in their submittal was very comprehensive and demonstrated a high understanding of the master planning process and of the County's intent for this process.

Award of the PSA will allow the master planning process to begin. Various County Departments will be involved in the master planning process and various check-ins are planned with the Board of Supervisors and the public to ensure the Board's vision and intent for this process are implemented. The master planning project is scheduled to be completed by the first quarter of 2024.

The required budget amendment will fund the cost of the PSA master planning services, some contingency, as well as Public Works staff time to support the effort.

**NAPA COUNTY AGREEMENT NO. 230400B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this **16th** day of **May**, 2023, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and M. Arthur Gensler Jr. & Associates, Inc, doing business as Gensler, a California corporation, whose mailing address is 500 S. Figueroa Street, Los Angeles, CA 90071, hereinafter referred to as “Contractor.”

**RECITALS**

**WHEREAS**, County wishes to obtain specialized services, as authorized by Government Code section 31000, to assist the County in conducting a facility space needs analysis and developing a phased facilities master plan that meets the needs of County residents and employees (“Project”); and

**WHEREAS**, on February 13, 2023, County issued Request for Proposals No. PW022301 (“RFP”) soliciting proposals from qualified firms to provide the services; and

**WHEREAS**, County reviewed and scored the proposals received in response to the RFP, and determined that Contractor submitted the winning proposal for the Project;

**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:

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, 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).

2. **Scope of Services.** Contractor shall conduct a facility space needs analysis and develop a phased facilities master plan for the County, as further described in Exhibit “A” attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Rates. In consideration of Contractor's performance of the Scope of Services, County shall pay Contractor the fixed prices for Phases 1 through 5, as set forth in Exhibit "B" attached hereto and hereby incorporated by reference.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY, as such expenses are already included in the fixed prices in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed Four Hundred and Eighty Four Thousand Eight Hundred and Nineteen Dollars (\$484,819.00) without a written amendment signed by both parties.

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, 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. If this Agreement provides for a fixed price, instead of providing hourly information Contractor shall indicate the percentage of work completed (*eg.* 35% of Phase 1) in each invoice, and payment shall be calculated based on the equivalent percentage of the fixed price. Contractor shall submit invoices not more often than once monthly to the Project Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt.

(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) 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 Project 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 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. **Standard of Care.** Services performed by Contractor under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent licensed consultant using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by County is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, and good consulting practices.

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 paragraph 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 Napa County Public Works Department 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 paragraph 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in paragraph 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 Napa County, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

(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, 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, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, agents, employees, or subcontractors. Contractor's cost of defense shall not exceed its proportionate percentage of fault pursuant to California Civil Code Section 2782.8. 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 thirty (30) 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 County for any reason and at any time by giving prior written notice of such termination to Contractor 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. County hereby authorizes the Napa

County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement 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 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

CONTRACTOR

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

M. Arthur Gensler Jr. and Associates, Inc.  
500 S. Figueroa Street  
Los Angeles, CA 90071

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" which is found in the Napa County Policy Manual Part I, Section 37K.

(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 found in Napa County 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 Director of Public Works or designee. 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 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.

(1) 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.

(2) 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.

(3) 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.

**16. No Assignments or Subcontracts.**

(a) In General. Contractor was awarded this Agreement after a competitive process, when Contractor prevailed in part because of the qualifications, experience, and reputation of Contractor. Therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services Contractor is to perform hereunder, other than to subcontractors identified in Contractor's proposal, 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.

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. County 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. Contractor agrees to timely comply with all filing obligations for a consultant under County’s Conflict of Interest Code unless such a determination is already on file on the filing dates for each of the required Statements of Economic Interest.

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. **Force Majeure.** In the event either party’s performance is delayed due to causes which are outside the control of both parties, and could not be avoided by the exercise of due care, such as, but not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects the area in which the Project is located, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in time equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events.

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.

28. **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.

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.

**IN WITNESS WHEREOF**, this Agreement is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by M. Arthur Gensler Jr. & Associates, acting through their duly authorized officers.

M. Arthur Gensler Jr. & Associates, Inc doing business as  
Gensler

By: \_\_\_\_\_  
**Kevin Rosenstein, Principal**

By: \_\_\_\_\_  
**Stephanie Koenig, Regional Operating Officer**

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel  By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel  Date: <u>April 28, 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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**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**I. DESCRIPTION OF SERVICES**

Contractor shall conduct a facility space needs analysis and developing a phased facilities master plan for the County (“Project”), as described in County’s Request for Proposals No. PW022301 (RFP) dated February 13, 2023, and Addendum No. 1 to the RFP dated March 2, 2023. The Project shall be performed in accordance with the Detailed Scope of Services dated April 24, 2023, attached hereto as Attachment 1, and Contractor’s Proposal. In the event of a conflict between this Agreement, the RFP, Contractor’s Proposal, or the Detailed Scope of Services, the conflict will be resolved according to the following order of precedence (first listed has highest precedence):

1. This Agreement
2. Detailed Scope of Services
3. The RFP
4. Contractor’s Proposal

The RFP and Contractor’s Proposal are hereby incorporated by reference as if fully set forth herein.

The schedule for performing the Scope of Services shall be in accordance with the number of weeks identified for each phase of the Project in the Detailed Scope of Services, consecutively, commencing on the date County issues Contractor a notice to proceed with the work.

Additional services: County anticipates it may need additional services from Contractor if County decides to implement the facilities master plan. Such additional services may include preparation of preliminary design documents, environmental analysis and other studies, and oversight of the facilities master plan. County may also need to amend the Scope of Services if information revealed during an earlier phase of the Project requires changes to later phases of the Project. If the parties agree additional services are needed, and that Contractor should provide the services, such services will be added to the Scope of Services by written amendment, based on the hourly rates shown in Exhibit “B” to the extent the personnel identified therein will be performing additional services.

**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 AND FEE SCHEDULE

#### GENSLER TEAM PROJECT FEE & BILLING RATES

April 24, 2023

Phase 1: Project Startup	\$31,750
Phase 2: Data Collection	\$104,754
Phase 3: Analysis & Findings	\$132,730
Phase 4: Options Development	\$108,470
Phase 5: Final Documentation	\$107,115
<b>TOTAL</b>	<b>\$484,819</b>

#### BILLING RATES\*

Gensler (prime contractor)	
Kevin Rosenstein, Project Principal	\$325
Paul Natzke, Project Director	\$280
Eric Wong, Project Manager	\$205
Sam Capozza, Strategist I	\$130
Strategist II	\$155
Senior Strategist	\$225
 Gruen Gruen + Associates (economics)	
Aaron Gruen, Principal	\$295
Andrew Ratchford, Analyst	\$195
 Bureau Veritas (facility conditions assessment)	
Mouaz Alrayes, Program Manager	\$140
Matt Anderson, Quality Assurance Manager	\$135
 KPJ Consulting (cost estimating)	
Philip Mathur, Cost Manager	\$195
 Asset Strategies (real estate strategy)	
Judy Frank, Principal	\$250

\* Billing rates are subject to review annually and may be adjusted to reflect cost of living, inflation, and other economic factors.

**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	Site visit/investigation 123 Main St,	Smith,			
1/1/15	Napa.	Engineer	1.5	\$165.00	247.50
1/1/15	Conf w/Owner	Smith,	1	\$165.00	165.00
	AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Engineer	4	\$165.00	660.00
		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 <sup>rd</sup> Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 <sup>nd</sup> Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup>	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

Gensler Team

## **DETAILED SCOPE OF SERVICES**

April 24, 2023

### **PHASE 1: PROJECT STARTUP**

*3 weeks*

The first step of the proposed process allows our team to collect and review pertinent background materials, confirm a process and data collection methodology, and create the project vision. The first phase is intended to provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

#### **1.1. TEAM ORGANIZATION**

The core project leaders will complete general project start-up activities, including the identification and commitment of other individuals from the Consultant team and the County. During this step, the following will be established:

- Gensler Project Team - including an outline of specific roles and responsibilities
- County Project Team - the County's working team who has primary responsibility for the project, including the County's primary point of contact
- County Steering Committee - the departmental liaisons and/or senior stakeholders with whom we will conduct working sessions throughout the project as well as from whom we can collect and qualify macro level data.

#### **1.2. BACKGROUND MATERIALS COLLECTION**

Working with the County's Project Team, we will collect relevant background materials and critical data for review and use throughout the project. Methodologies for acquiring requested data not immediately at-hand will be discussed during the Kickoff Meeting (Task 1.3). The materials to be requested will include, but may not be limited to:

##### *General Information*

- Previous County strategic plans
- Department organization charts and mission statements
- 5-year historic headcount and square footages by department
- County budgets for the last 10 years
- Current approved budget
- Previous related studies and reports
- Workspace standards
- Real estate indebtedness information
- Floor plans, CAD or hard copy format (as needed)
- Site maps, surveys and aerial photos, as available

##### *Facilities Information*

- Current department occupancy by facility
- Existing appraisals and valuations of owned facilities
- Parking: stall counts for owned and leased lots/garages
- Existing facilities condition assessment information

### **1.3. KICK-OFF MEETING**

The Kick-off Meeting provides the opportunity for our broader project team to meet with the County Project Team. The session is intended to be an introduction to and confirmation of the process, as well as a facilitated discussion on the principal goals of the project. Specific activities include reviewing and confirming the following:

- Consensus on project goals, conditions, and priority issues,
- Project team roles and responsibilities,
- Project management review meeting schedule (e.g. bi-weekly meetings) and quality assurance tasks,
- Scope and reach of project
- Data collection approach and process,
- Communication channels,
- Key project deadlines and milestones,
- Project deliverables,
- County Steering Committee member confirmation,
- Baseline planning assumptions,

### **1.4. DATA COLLECTION METHODOLOGY FINALIZATION**

Based on the preliminary review of the background information available from the County and direction obtained at the Kick-Off meeting, the Gensler team will begin preparation for several parallel data collection efforts. A detailed description of the anticipated data collection methodology can be found in Phase 2.

### **1.5. COUNTY STEERING COMMITTEE WORKSHOP #1 - PROJECT STRATEGIES AND VISION**

Once the project process is finalized, a Project Strategies Workshop will be conducted with the County Steering Committee (virtually or in person). The objective is to discuss the overall potential for the project while creating consensus among key project participants. The intent is to emerge from the meeting with a shared vision and a clear understanding of roles, responsibilities, and expectations for the broader team and members of their departments. Specifically, the meeting will provide an opportunity to align the County Project Team and County Steering Committee visions for the project goals, objectives, process, and outcome. The following topics may be discussed:

- Explain the overall project, the research process, and expected final outcome,
- Set expectations for the required level of County involvement,
- Discuss the issues that County and individual departments are facing (i.e. growth/real estate development requirements, client service delivery changes/challenges, budget

deficits/constraints, regulatory requirements, overcrowding/underutilization, parking, technology changes, etc.),

- Share best practice and trend research around real estate approaches, innovative public/private partnerships, sustainability and green energy opportunities, space planning/workplace trends for both the public and private sector,
- Establish preliminary guiding principles for the Facilities Master Plan and overall goals for the project,
- Discuss the role of “hybrid” work in the County workforce and its impact on real estate needs.

## **PHASE 2: DATA COLLECTION**

*6 weeks*

### **2.1 EMPLOYEE SURVEY (WORKPLACE PERFORMANCE SURVEY)**

We will begin our data collection process by issuing our proprietary Workplace Performance Survey to County employees (or a subset thereof). This online tool will allow your users of space to directly tell us how their workplace does and does not support their functional needs, both in the office and while working from home. Gensler’s benchmark database also allows the County to compare the performance of its workplace environment to other leading organizations and provides a functional assessment baseline against which pilot studies, future investments and innovations can be measured.

A particular focus of this survey is the employee experience while working from home, both prior to and during the COVID-19 pandemic. Our research indicates that only one in ten U.S. office workers had worked regularly from home before COVID-19. Gauging your employee experiences will be an important input as we think about and craft the future of the County’s workplace.

### **2.2 FACILITIES CONDITION ASSESSMENT**

Upon approval of the data collection methodology by the County, our team’s facility conditions expert Bureau Veritas (“BVTA”) will begin their assessment of the Administration Building and Building 4 at South Campus. The process will include several parallel tracks of information and data gathering:

#### **1- Data Gathering Phase**

BVTA will need the support of staff who can provide access to drawings and records. The following is a typical list of exhibits requested:

- Inspection reports (sewer, boiler, chiller, etc.)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)
- Original building plans (can be viewed on-site)

- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

Prior to the Site Phase, BVTA will meet with City staff to discuss facility condition data standards and collection standards to be used for this project.

## 2- Site Phase

BVTA will need support in the form of escorts while in the two facilities to help access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

BVTA will conduct a visual assessment of both sites and facilities to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies

As a part of the survey, BVTA will survey 100% of each facility, including the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. BVTA will develop opinions based on their site assessment, interviews with County building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

BVTA will observe and document all applicable existing conditions appropriate for each component, focusing on the following:

- Site + Infrastructure
- Topography
- Paving, Curbing, and Parking
- Flatwork
- Landscaping and Appurtenances
- Utilities
- Recreational/Community Facilities
- Structural Frame + Building Envelope
- Wall Evaluation

- Curtain Wall – As Required
- Roofing (Non-Invasive Visual)
- Plumbing
- Heating
- Air-Conditioning + Ventilation
- Electrical
- Life Safety + Fire Protection
- Elevators + Vertical Transportation
- Interior Elements
- Food Service Spaces and Equipment
- Special Systems and Equipment
- Limited Accessibility Compliance
- Suspected Fungal Growth
- Environmental Features
- Lead-based Paint
- Asbestos
- Energy Conservation Analysis
- Exhaust Collection Systems (Fire Stations)

### 3- Report Review Stage

BVTA will provide a complete deliverable for each building, including in-depth “report cards” for each building and summary reports from the data collected. The summary reports include:

- Building overview
- Reserve tables (Immediate, 2-year, 5-year, 10-year, 20-year) - Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and cost estimates for repair/replace recommendations.
- Capital needs breakdown (by system and plan-type) - Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.
- Facility Condition Index (also provided portfolio-wide) - A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

The results of this task will inform subsequent evaluation of viable future re-use and/or disposition options and considerations related to capital and ongoing maintenance expenditures, required repairs/renovations, operational efficiency, and other relevant factors.



### **2.3 DEPARTMENT SURVEY**

We will continue our data collection process by issuing an electronic survey to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities. The questions posed by the survey will focus on such issues as:

- Department's function and mission
- Key workload indicators/drivers
- Projected departmental growth
- Primary locational requirements
- Access / circulation / security needs
- Critical adjacencies with other departments
- Client/visitor requirements
- Ability for staff to work remotely
- Ability to deliver services remotely
- File storage / record management
- Meeting & support space requirements
- Parking – staff & public
- Pressing/critical issues at the facility level

Once the surveys are completed and returned, we will conduct follow-up meetings with each representative to review the results of the survey and discuss any key issues in more detail (discussed in the next task).

### **2.4 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 13)**

We will conduct interviews with key department leaders to review the completed survey forms and discuss high-level qualitative issues. This will provide us with a “view from the top” in terms of the major issues facing County departments that occupy facilities under study in this phase of work. Topics will include:

- Overview and background of department and its mission,
- External and internal factors that may drive change in the future,
- New organizational and/or business process initiatives being implemented to improve customer service and department performance,
- Qualitative and quantitative department needs,
- Planned development projects,
- Major facilities challenges attendant to space, parking, storage, technology, costs, etc.,
- Collocation opportunities and challenges, centralization vs. decentralization, etc.,
- Review and clarification of survey answers.

### **2.5 SITE TOURS**

In conjunction with the Leadership Interviews or as a separate effort, we will conduct tours of facilities identified by the County. In preparation for the tours, we will review facility floor plans (as available) along with building condition assessment information provided by the County. During the tours, we will validate layout efficiencies, suitability for the current user, vacancy,

overcrowding, storage, and other relevant factors. The results of these assessments will be factored into our options and recommendations.

## **2.6 BOARD OF SUPERVISORS PRESENTATION #1: PRELIMINARY FINDINGS**

Gensler will summarize key findings that emerge from preceding Phase 1 and present them to the Napa County Board of Supervisors (the “Board”). The slide presentation will focus on key opportunities and challenges, themes, and goals related to this study, which will be based upon Gensler’s preliminary assessment of documentation and data received to-date as well as any feedback collected in preceding tasks, including sentiments expressed by County representatives during Workshop #1. While the primary purpose of this presentation is to keep the Board apprised of work progress to-date, Gensler will also record any feedback received from the Board, which may be used to refine the approach and/or areas of focus in subsequent tasks. Gensler will be available to present directly to the Board of Supervisors, either in-person or via videoconference, as appropriate.

## **PHASE 3: ANALYSIS & FINDINGS**

*8 weeks*

Upon completion of the data collection efforts, the Gensler team will analyze the information and conduct a series of interactive work sessions, both internally and with County representatives, to synthesize the collected information.

Our approach to both internal work sessions and meetings with the Steering Committee is to have them be as interactive, inclusive, and focused as possible. During our internal work sessions in particular we make use of all the walls in a virtual “war room” and work through issues in a dynamic setting with all the experts online. In our meetings with the Steering Committee, we will employ collaboration tools through which we garner feedback and additional input as our recommendations take shape. Steering Committee meetings can take place virtually or in person.

### **3.1 STAFFING PROJECTIONS**

To assist in the process of developing useful forecasts for County space, we will first perform an analysis of the relationship between historic County employment and overall population trends. This will give us the historical perspective on growth. We will then compare this trend to the headcount projections provided by departments in our department questionnaire. If the two methods show different results, we will discuss the gap during our Findings Workshop and arrive at a supported growth rate. Appropriate space standards will then be applied to the employee growth forecasts to yield estimated square footage requirements. As part of this process, we will review your existing County space standards and, if needed, develop a new set of macro space standards based on current trends and benchmarks.

### **3.2 DEMAND AND SUPPLY GAP ANALYSIS**

One of our initial tasks will be to outline the gaps between the existing County supply of facilities and the demands for space dictated by department operations and growth. This analysis will be one of the key drivers in determining the future direction of the County portfolio as we develop master planning options in the next phase. Among other aspects, we will evaluate the potential impact of continued work from home post-pandemic, and how that impacts the amount of space required to house County employees.

### **3.3 FINANCIAL ANALYSIS**

Gensler will develop an understanding of the general real estate market and specific County land and facilities that may no longer be needed for County use. Specific areas of focus include:

#### **3.3.A REAL ESTATE MARKET ASSESSMENT**

The team will review recent completed or proposed potentially comparable developments and conduct interviews with local brokers, leasing agents, and developers to help identify product/land use types that would make sense to consider for property potentially no longer needed to accommodate the County workforce. Assuming residential and/or hotel use is the predominant potential alternative use, we will obtain estimates of obtainable rents, operating costs, sales prices, average daily rates, and occupancy rates for the identified land uses/product types. The rental rates or sales prices for residential uses will be mapped as a function of distance to the property to identify how pricing varies by age, type, and size of the housing products and other uses

#### **3.3.B ADAPTIVE REUSE AND DEVELOPMENT ANALYSIS**

The identified development programs for the properties potentially no longer needed for County functions will be used to obtain order-of-magnitude cost estimates for each separate product type and project for the associated properties. The cost categories will include demolition, sitework costs, parking, construction hard costs, and soft costs (e.g., architecture, engineering, municipal fees and other non “bricks and mortar” costs). We will interview developers/builders or construction contractors and utilize our teams cost estimator to obtain perspective about costs.

#### **3.3.C DISPOSITION ANALYSIS**

The values that would be supported by the identified alternative uses will be estimated for each separate property that may no longer be needed for County use. For each alternative, the estimated development costs, rents or sales prices, operating expenses, marketing costs, financing costs, and capitalized sales values will be estimated. The real estate financial analysis will include preparation of discounted cash flow forecasts and estimates of the total market values of the built space as well as the residual property values

### **3.4. ADDITIONAL RESEARCH AND SYNTHESIS**

During this activity we will incorporate what we learned from the Project Team Meeting into our analysis. We will also augment what has been learned to date with any additional reconnaissance at County facilities, with specific departments or in further researching relevant workplace and service delivery trends.

### **3.5 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS**

We will facilitate a second meeting with the Steering Committee to present our findings culled from the activities to date. The meeting will focus on the current supply of County facilities, the demand for space based on our surveys and interviews, the gap between supply and demand as expressed in facility needs, and the results of our financial analysis tasks. Input from the Steering Committee during this meeting will help our team begin to formulate options and scenarios in the next phase.

## **PHASE 4: OPTIONS DEVELOPMENT**

*8 weeks*

This phase sets the framework for the County Facilities Master Plan by pulling together all information obtained in the previous tasks into and presenting County stakeholders.

### **4.1 DEVELOP SUITABLE ALTERNATIVES**

Based on the feedback obtained from the 2<sup>nd</sup> Steering Committee Workshop, we will develop up to three (3) planning options that address site, programmatic and facility issues for County properties. Staff growth and corresponding space needs, and critical adjacencies and separations, infrastructure and parking will be all illustrated in a series of summary diagrams that both capture the existing conditions and convey growth across the 10-year planning horizon. We will also identify any land or facilities that are not currently projected to be needed for use by County departments. The following aspects will be considered:

- Potential new building location(s),
- Parking,
- Facility condition,
- Security,
- Potential “hybrid” work model,
- Current and projected space needs,
- Current space utilization,
- Customer service and office locations,
- Organizational and cultural drivers,
- Departmental adjacencies,
- Service delivery geography,
- Staff retention and recruitment,
- Sustainable strategies,
- Quality of the workspace,

The options will meet functional needs and fiscal realities, ultimately leading to “highest and best use” recommendations that also fulfill the planning and development principles established early on in this engagement. The subsequent models will each take into account the issues of funding source restrictions and projected growth figures. In parallel, we will evaluate strategies for housing the County’s workforce, consolidation and collocation opportunities, addressing future service delivery needs, providing adequate parking, and accommodating any projected operational changes.

#### **4.2 ROM CONSTRUCTION COST ESTIMATES**

We will develop high-level construction cost estimates for the master plan scenarios being put forward for consideration. Cost will include demolition, site clearance, hard construction, and contingencies. We will also coordinate with the County to better understand costs that might be unique to delivering projects within the County’s bureaucracy.

#### **4.3 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW**

During the project process we will determine whether the County Steering Committee will be involved in narrowing the list of alternate scenarios. We have found that including a broader group consistently ensures that the project outcomes will have support from a breadth of staff. However, depending on the size of the Steering Committee, it may be more effective to limit this meeting to the County Project Team. In either event, this meeting will be an active dialogue between the Gensler team and the County about the pros and cons of each alternative. During the meeting, we will together narrow the list of options and build consensus for a particular real estate planning construct that will ultimately form the County Facilities Master Plan.

#### **4.4 BOARD OF SUPERVISORS PRESENTATION #2: OPTIONS REVIEW**

Gensler will incorporate feedback and direction from Workshop #3 and prepare an executive summary presentation that distills refined findings, themes, plan alternatives, and preliminary recommendations shared with County representatives in Workshop #3. Any feedback received from the Board will also be integrated into the determination of a refined option. Gensler will be available to present directly to the Board of Supervisors, either in-person or via videoconference, as appropriate.

#### **4.5 OPTIONS REVIEW TOWN HALL MEETING**

Using the same slide presentation as in Task 4.4 (Board Presentation #2), Gensler will provide interested parties from the local community with an overview of the facilities planning options in an open “town hall” format. This presentation will largely mirror the one presented to the Board but, if desired by the County, Gensler can also solicit feedback on plan option aspects that are most relevant to County constituents. Potential topics for feedback may include desired improvements for County service delivery or public-facing operations, desired improvements in infrastructure surrounding County facilities, and/or desired changes in land use of County-owned parcels, etc.

## PHASE 5: FINAL DOCUMENTATION

*6 weeks (excluding a County review period)*

All reports prepared by our team will be delivered as an Adobe PDF file, enabling the County to produce hard copies as needed. Gensler will also deliver relevant Excel files, GIS datasets, and other documents created for this project, as requested.

### 5.1 DRAFT COUNTY FACILITIES MASTER PLAN REPORT

Gensler will document the feedback from the previous Workshop #3 and direction from the Board of Supervisors develop a Draft County Facilities Master Plan Report (“Draft Report”) for the County to review. The report will address, among other items, the following:

- Current and Projected Space and Parking Needs,
- Customer Service and Office Locations,
- Existing Facility Conditions,
- Organizational and Cultural Drivers,
- Departmental Adjacencies,
- Conceptual Stacking Plans in Proposed or Renovated Facilities,
- Service Delivery Geography,
- Staff Retention and Recruitment,
- Quality of the Workspace,
- County Demographic Changes,
- Real Estate Markets and the Economy,
- Due Diligence Concerns,
- Financial Considerations,
- Land Consolidation.

### 5.2 BOARD OF SUPERVISORS PRESENTATION #3: DRAFT REPORT REVIEW

Gensler will prepare an executive summary presentation that highlights key aspects of the draft County Facilities Master Plan Report, focusing on the plan’s key facility planning recommendations as well as associated cost, operational, service delivery, and other pertinent implications, to be determined in consultation with the County project team. Gensler will be available to present directly to the Board of Supervisors, either in-person or via videoconference, as appropriate.

### 5.2 FINAL FACILITIES MASTER PLAN REPORT

Gensler will revise the Draft Report to include all feedback and comments from the County Project Team and develop a Final County Facilities Master Plan (“Final Report”), which may include:

- Executive Summary,
- Project/Process Narrative,
- Planning and Development Principles,

- Existing Conditions summary,
- Program Requirements,
- Options and Recommendations,
- Financial Analysis,
- Development Guidelines/Criteria,
- Costs.

### **5.3 IMPLEMENTATION GUIDE**

Included in the Final Report will be a brief discussion of the activities associated with implementing and phasing the Facilities Master Plan, with a special focus on downtown and South Campus, including:

- An implementation timeline, summarizing activities and potential future expenditures,
- The use of “swing space” as needed during construction (office and parking),
- Development priorities,
- Guidelines for future space planning,
- Change management activities to consider.





# 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:** 5/16/2023

**File ID #:** 23-0731

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Amanda Exum, Staff Services Analyst I  
**SUBJECT:** Professional Services Agreement and Sole Source award to Frank Purio, dba Silverado Alarm for burglary and security alarm system monitoring

### **RECOMMENDATION**

Director of Public Works requests the following actions related to the monitoring of a burglary and security alarm control unit for Health & Human Services Child Welfare Services:

1. A waiver of competitive bidding requirements and sole source award of a contract to Frank Purio, dba Silverado Alarm, to provide monitoring of a burglary and security alarm control unit; and
2. Approval of and authorization for the Chair to sign Agreement No. 230392B with Frank Purio, dba Silverado Alarm, for an annual maximum of \$492.00 for the term of July 1, 2023, through June 30, 2026, with an option for yearly automatic renewals.

### **EXECUTIVE SUMMARY**

Approval of this agreement will allow the County to have continuous monitoring of the burglary and security alarm unit installed at the facility utilized by Health & Human Services Child Welfare Services.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Child Welfare Services (2000400)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To ensure continued monitoring of the burglary and security alarm unit at the facility utilized by Health & Human Services Child Welfare Services.
Is the general fund affected?	No

Future fiscal impact:	This agreement will continue to be budgeted each fiscal year, under Health and Human Services CWS.
Consequences if not approved:	If not approved, burglary and security alarm monitoring for this facility would be interrupted.
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**

Since 2013, Silverado Alarm has provided the County with monitoring of a burglary and security alarm control unit at the leased facility utilized by Health & Human Services Child Welfare Services for program operation. The current agreement expires on June 30, 2023.

On April 20, 2021, staff indicated to the Board the intention of issuing a Request for Proposal (RFP) for this service in anticipation of the expiration of Agreement No. 170477B. Upon further assessment of the needs for this service, it was determined that an RFP is not the best course of procurement for this service because the alarm unit is in good working condition and Silverado Alarm is the sole provider of monitoring services for the installed equipment.

Today's action will provide the County with continued monitoring of the burglary and security alarm control unit located at the facility utilized by Child Welfare Services for an annual fee of \$492 during the term beginning July 1, 2023, and expiring on June 30, 2026, with an option to extend the terms of the agreement yearly. This contract is being presented to the Board of Supervisors for approval per County purchasing policy for contracts exceeding three years in length and due to the length of the contractual relationship with the vendor.

NAPA COUNTY AGREEMENT NO. 230392B

**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 FRANK PURIO, an individual doing business as SILVERADO ALARM, whose mailing address is P.O. Box 3808, Napa, California, 94558, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide monitoring of a burglary and security alarm control unit at 1917 First Street, a County leased premises housing Health and Human Services Agency Child Welfare Services Department; 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 shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, 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 with Central Station monitoring of the Burglary and Security Alarm System, including reporting of occurrences of alarm activation to law enforcement and the COUNTY's designated responsible parties, for the property located at 1917 First Street, within the County of Napa.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price of FOUR HUNDRED NINETY-TWO DOLLARS (\$492.00) per fiscal year.

(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 FOUR HUNDRED NINETY-TWO DOLLARS (\$492.00) 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 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 "A".

(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 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 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

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

CONTRACTOR

Silverado Alarm  
P.O. Box 3808  
Napa, CA 94558

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 Directory 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. [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.

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.** [RESERVED]

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.

FRANK PURIO, doing business as "SILVERADO ALARM"

By   
FRANK PURIO, Owner

"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 18, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT "A"

[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	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 <sup>nd</sup> Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0740

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Frank Lucido, Engineering Manager  
**SUBJECT:** Professional Services Agreement with Napa Communities Firewise Foundation

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### **RECOMMENDATION**

Director of Public Works requests the following actions regarding the removal of hazardous woody debris in the Angwin area:

1. Determine that the emergency created by storms does not permit delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code section 22050(a) (4/5 Vote Required); and
2. Approval of and authorization for the Chair to sign Agreement No. 230411B with the Napa Communities Firewise Foundation for a maximum of \$700,000 for the term May 16, 2023, through June 30, 2024 for debris removal.

### **EXECUTIVE SUMMARY**

On April 4, 2023, the Board ratified a proclamation of a local emergency in Napa County in response to heavy rains and severe weather that began on March 21, 2023. A significant amount of tree debris fell on rights of way (ROW) in the Angwin area because of the high winds during the emergency period. The debris is a hazard to the traveling public and presents a fire hazard. Napa Communities Firewise Foundation (NCFF) will be performing debris removal around the County this summer on private property including the Angwin area and is available to assist with debris removal on County roads in Angwin. Immediate action is necessary to address the dangerous conditions resulting from the declared emergency and contracting with NCFF represents an efficient and expeditious solution.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Org. 2040500 and Project 23044
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board approved \$750,000 on April 4, 2023, to fund the work identified in this contract so that hazardous debris can be cleared as quickly as possible. Contracting with Napa Communities Firewise Foundation is the most efficient and cost-effective way to complete this work.
Is the general fund affected?	No
Future fiscal impact:	Most of the expenses related to debris clearance in Angwin will occur in fiscal year 2022-2023 however it is possible that there will be some in 2023-24. Any fiscal impact beyond that would have to be approved by the Board.
Consequences if not approved:	Leaving the debris in place could harm the public because it could be struck by a moving vehicle, provide fuel for fires and be a home for unwanted pests.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: **Consideration and possible adoption of a Categorical Exemption Class 1:** It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

## **BACKGROUND AND DISCUSSION**

On April 4, 2023, the Board ratified a proclamation of a local emergency in Napa County in response to the damages caused by the continuing heavy rains and severe weather. Recognizing the ongoing hazard, the Board also approved a project and \$750,000 at the April 4th meeting to remove tree debris in the public ROW.

It is estimated that the process of defining the project and putting it out to bid would take months given current resources. NCCF is already planning to bid the removal of tree debris on private land outside of the ROW along these same roads and is qualified and available to facilitate removal of debris inside of the ROW if the Board elects. This will reduce duplication of effort, project costs to the County and traffic disruptions in the area. Partnering with Napa Communities Firewise Foundation to remove this debris as quickly as possible is also in the interest of public safety as the larger debris obstacles can be lethal to the travelling public especially on foggy days.

The budget for this project is based on an estimate at this point but it is expected to be sufficient to remove most of the debris. After NCFE receives bids, they will request approval from the Director of Public works before proceeding. Staff anticipates that Firewise will request bids in May, start work shortly after and that all work will be completed this summer.

**NAPA COUNTY AGREEMENT NO. 230411B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 16<sup>th</sup> day of May 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Napa Communities Firewise Foundation, a not-for-profit California corporation,” whose mailing address is P.O. Box 440B, St. Helena, California 94574, hereinafter referred to as “CONTRACTOR;”

**RECITALS**

**WHEREAS**, beginning on March 21, 2023, a period of heavy rains, high winds, and high tides saturated the ground, toppled trees, washed out county roads, washed out creek banks and caused other damage throughout Napa County; and

**WHEREAS**, on March 28, 2023, the Interim County Executive Officer acting as the Director of Emergency Services issued a Proclamation of Local Emergency in Napa County, for those reasons set forth above; and

**WHEREAS**, on April 4, 2023, the Napa County Board of Supervisors ratified the Proclamation of Local Emergency in Napa County and appropriated funds for the removal of storm debris from the public right of way; and

**WHEREAS**, there is an immediate need to clear storm debris from the public rights of way at sites throughout Napa County; and

**WHEREAS**, the Board of Supervisors has the authority to award contracts without competitive bidding in the event of an emergency, pursuant to Public Contract Code section 22050(a); and

**WHEREAS**, the CONTRACTOR is already planning to perform fuel reduction work on some private properties adjacent to the impacted rights of way and is willing to provide the required debris clearing services to the COUNTY under the terms and conditions set forth herein;

**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:

**TERMS**

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024, 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).

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

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate 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 Seven Hundred Thousand Dollars (\$700,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

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. CONTRACTOR shall submit one invoice per location to the Public Works Director who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor.

(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 COUNTY 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. (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 Napa County Fire Department 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 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 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 the 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), including but not limited to COUNTY employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, provided that nothing shall require either party to disclose any documents, records, or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(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 ten (10) 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

CONTRACTOR

Napa County Public Works  
1195 Third Street, Room 101  
Napa, CA 94559

Napa Communities Firewise Foundation  
P.O. Box 440B Street  
St. Helena, CA 94574

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 Public Works Director. 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.

(2) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies, 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 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information of which it becomes aware.

(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 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.

**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 Public Works 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.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only 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. To the extent required, CONTRACTOR shall comply with the prevailing wages and related provisions as set forth in Exhibit "D", attached hereto and incorporated herein by this reference.

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.** 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.

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 either to enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. The "prevailing party" is the party determined by statute to be as such, or if no statute governs, then by the Court that serves as the venue for the legal action at issue.

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. **Execution and Counterparts.** All Parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. The Parties also agree that this Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same Agreement.

29. **Special Terms and Conditions.**

(a) CONTRACTOR shall exercise reasonable professional care to comply with applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) CONTRACTOR shall document all work done in connection with this Agreement and as directed by the Napa County Auditor and/or the Director of Public Works.

(d) COUNTY delegates its authority to the Director of Public Works to approve future changes or amendments to Exhibit A and B, attached to this agreement, provided that any such change or amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this agreement.

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

NAPA COMMUNITIES FIREWISE FOUNDATION

By \_\_\_\_\_  
CHRISTOPHER THOMPSON, President

By \_\_\_\_\_  
JOSEPH NORDLINGER, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair  
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel  By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel  Date: <u>May 3, 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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## **EXHIBIT “A”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

Contractor shall provide services associated with the removal of tree debris within the COUNTY roadside right of ways. This includes, cutting, clearing and disposal of brush and woody debris as necessary on various County roads. The services further include traffic control, signage and other ancillary support services as needed to complete work and protect public safety.

**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 AND EXPENSE REIMBURSEMENT**

COUNTY shall reimburse CONTRACTOR not more than monthly beginning in June 2023 upon receipt of a detailed invoice of expenditures and written report of activities performed.

CONTRACTOR shall use funds provided by COUNTY through this Agreement as follows:

#### **1. Roadside Work (\$700,000)**

Right of Way debris clearing along Howell Mountain, Ink Grade, White Cottage, Summit Lake, West Lane at White Cottage, Liparita, Cold Springs and Las Posadas Road.

Right of Way debris clearing along Sunset, Brookside, Diogenes, Sky Oaks, Manzanita, and McReynolds Drive.

Right of Way debris clearing along Washburn, College, Eastern Avenue.

Right of Way debris clearing along Newton, Clark and Smith Way.

Right of Way debris clearing along Toyon Street and Edgemont Place.

- Prior to start of work on each road, COUNTY will provide limits of the right of way and shall approve cost and scope of work for each individual road.

**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 or Road Name	HOURS or % Complete	RATE or Item Cost	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 <sup>rd</sup> Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 <sup>rd</sup> Floor Conf w/Owner re 2 <sup>nd</sup> Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15 to 1/10/15	XYZ Contracting, Chip smaller debris on Ink Grade from Mile Marker 0 to .7	Ink Grade Rd.	20%	\$100,000	20,000
TOTAL					

## **EXHIBIT “D”**

### **CALIFORNIA PREVAILING WAGE REQUIREMENTS**

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**1. Compliance with Prevailing Wage Requirements.** Pursuant to California Labor Code sections 1720 through 1861, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**1.1.** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**1.2.** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**2. Penalties for Violations.** The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

**3. Payroll Records.** The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and

certifying payroll records, and making them available for inspection. The Contractor shall require all subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

**3.1.** If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**3.2.** The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

**4. Apprentices.** The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

**5. Working Hours.** The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

**6. Required Provisions for Subcontracts.** The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

**7. Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”



**8. Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**9. Contractor and Subcontractor Registration Requirements.** The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of California Public Contract Code section 4104, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code section 7029.1 or California Public Contract Code sections 10164 or 20103.5, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

**9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within 24 hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

**9.2.** By submitting a bid or proposal to the County, the Contractor is certifying that the Contractor has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5. The Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

**9.3.** The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

**9.4.** This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**10. Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

2023 Angwin Debris Cleanup Budget, PW 23-33						
Project 23044						5/16/2023
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Debris Removal Contract	\$700,000	\$0	\$700,000	\$0	0%	\$700,000
County Project Management	\$50,000	\$0	\$50,000	\$1,000	0%	\$49,000
<b><u>TOTAL</u></b>	<b>\$750,000</b>	<b>\$0</b>	<b>\$750,000</b>	<b>\$0</b>	<b>0%</b>	<b>\$750,000</b>



# 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:** 5/16/2023

**File ID #:** 23-0773

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Syed Ahsan Kazmi - Senior Traffic Engineer, Department of Public Works  
**SUBJECT:** Approval of Amendment No. 5 to Agreement No. 170474B with Fehr & Peers

### **RECOMMENDATION**

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 5 to Agreement No. 170474B with Fehr and Peers (F&P) extending the term through June 30, 2024.

### **EXECUTIVE SUMMARY**

Approval of Amendment No. 5 to Agreement No. 170474B would extend the term of the agreement to June 30, 2024. The Board of Supervisors earlier requested staff review our Left Turn Lane (LTL) requirements for private development to create a standard "equivalent to the Caltrans Standard". Our current standard results in more left turn lanes being created than the Caltrans Standard would require. The extended term of the agreement will allow F&P to provide technical support of this effort. The agreement is currently set to expire June 30, 2023.

### **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:	The Board of Supervisors instructed the Director of Public Works to update the many decades old existing left turn lane warrant analysis for consistency with the Caltrans Standard.
Is the general fund affected?	No
Future fiscal impact:	This agreement is budgeted for Fiscal Year 2022/2023 in the Roads Division
Consequences if not approved:	The left-hand turn lane analysis would not be updated.

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**

Fehr & Peers has been used in the past to update the Circulation Element, develop Traffic Impact Study (TIS) guidelines, evaluate a county-wide Traffic Impact Fee (TIF), update the TIF schedule for the Napa Valley Business Park (NVBP) and develop an analysis of Vehicle Miles Traveled (VMT).

On August 11, 2015, the Board of Supervisors authorized the Chair to execute Agreement No. 170474B with Fehr & Peers for preparation of an update to the General Plan Circulation Element, development of Traffic Impact Study (TIS) guidelines, and evaluation of a county wide traffic impact mitigation fee (TIF). Through that effort, the Circulation Element has been adopted, a memorandum was prepared that has served to provide guidance to applicants' traffic consultants and to staff reviewing proposed project traffic impact studies, and the draft TIF has been completed and is in the process of being finalized by staff.

On May 22, 2018, the Board of Supervisors authorized the Chair to execute Amendment No. 1 to Agreement No. 170474B to include additional tasks related to the Napa County Circulation Element, increasing the contract amount by \$8,855 for a new maximum of \$164,365. On November 12, 2019, the Board of Supervisors authorized the Chair to execute Amendment No. 2 to Agreement No. 170474B which included research and analysis to update the Traffic Mitigation Fee (TMF) schedule for the Napa Valley Business Park (NVBP) and to complete the Traffic Impact Study (TIS) guidelines, increasing the amount by \$46,570 for a new maximum of \$210,935. On May 5, 2020, the Board of Supervisors authorized the Chair to execute Amendment No. 3 to Agreement No. 170474B for the development of guidelines for the analysis of Vehicle Miles Traveled (VMT) under the California Environmental Quality Act (CEQA) and completion of the Traffic Impact Study (TIS) guidelines, increasing the amount by \$90,000 for a new maximum of \$300,935. On June 8, 2021, the Board of Supervisors authorized the Chair to execute Amendment No. 4 to Agreement No. 170474B to extend the term through June 30, 2022, with an automatic renewal of one additional year and increasing the amount by \$65,000 for a new maximum of \$365,935 to research and provide an updated left-hand turn lane warrant analysis. Due to other pressing priorities, this task is pending and yet to start. Staff is anticipating this task will start in May 2023 and will last three to four months.

The contract is set to expire June 30, 2023. Approval of Amendment No. 5 of Agreement No. 170474B would extend the term of this agreement to provide an updated left-hand turn lane warrant analysis. A funding increase is not requested since the maximum compensation of \$365,935 leaves a remaining available balance of \$71,149.



**FIFTH AMENDMENT TO  
NAPA COUNTY AGREEMENT NO. 170474B  
PROFESSIONAL SERVICES AGREEMENT**

**THIS FIFTH AMENDMENT TO AGREEMENT NO. 170474B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and “FEHR & PEERS,” a California corporation, whose business address is 100 Pringle Avenue, Suite 600, Walnut Creek, California, 94596, hereinafter referred to as “CONSULTANT.”

**RECITALS**

**WHEREAS**, COUNTY has previously engaged CONSULTANT for the purpose of assisting COUNTY with the review and update of the Circulation Element of the General Plan, preparation of a nexus study to establish a Countywide Transportation Impact Fee (TIF) program and evaluation and potential update to the existing Traffic Mitigation Fee (TMF) program for the Napa Valley Business Park Area as well as in developing Vehicle Miles Traveled (VMT) analysis and procedures consistent with the requirements of Senate Bill 743 and preparation of thresholds and mitigation strategies; and

**WHEREAS**, COUNTY desires further assistance from CONSULTANT in researching and providing left hand turn lane warrant analysis; and

**WHEREAS**, COUNTY and CONSULTANT have previously amended Agreement No. 170474B (“Agreement”) to include additional services to be performed; and

**WHEREAS**, COUNTY amended the Agreement on June 8, 2021, (“Amendment 4”) to extend the term of the agreement and increase the maximum amount of compensation to CONSULTANT from \$300,935 to \$365,935; and

**WHEREAS**, COUNTY now desires to amend the Agreement to extend the term of the agreement.

**TERMS**

**NOW, THEREFORE**, the Parties hereby amend Agreement No. 170474B in accordance with the terms and conditions set forth herein:

- 1) Paragraph 1 is hereby amended to read in full as follows:
  - a. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2024 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

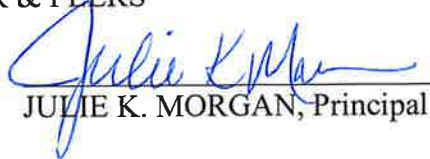
continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, 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) Except as otherwise provided herein, the terms and conditions of Agreement No. 170474B shall remain in full force and effect.

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

FEHR & PEERS

By

  
JULIE K. MORGAN, Principal

"CONSULTANT"

NAPA COUNTY, a political subdivision of  
the State of California

By

\_\_\_\_\_  
BELIA RAMOS, Chair  
Napa County Board of Supervisors

"COUNTY"

**APPROVED AS TO FORM:**

By: Laura J. Anderson (e-signature)

Deputy County Counsel

Date: April 17, 2023



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0793

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**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works, Public Works

**REPORT BY:** Sonja El-Wakil, Associate Engineer

**SUBJECT:** "Silverado Trail, Petrified Forest, Whitehall Lane Pavement Repair Project,"  
RDS 23-13 - Approval of Plans and Specifications and Authorization to  
Advertise for Bids

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### **RECOMMENDATION**

Director of Public Works requests the approval of plans and specifications for the "Silverado Trail, Petrified Forest, Whitehall Lane Pavement Repair Project," RDS 23-13, 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.

### **EXECUTIVE SUMMARY**

This project scope is road rehabilitation on sections of Silverado Trail, Petrified Forest Road, and Whitehall Lane. The project also includes a section of Silverado Trail within the City of Calistoga and a cost sharing agreement between the City of Calistoga and Napa County will be presented with the award of the construction contract. Plans and specifications for this project are complete and ready for Board of Supervisors (Board) approval and authorization for the solicitation of bids.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No



Where is it budgeted?	Fund 2040 - Subdivision 2040500 - Program 23028 (Silverado Trail, Petrified Forest, Whitehall Lane Pavement Repair, RDS 23-13). On December 13, 2022, the Board approved a budget transfer of \$150,000 to fund design and engineering and creation of the Project. Additional funding will be requested after bids are opened and at the time of construction award. The Silverado Trail work will be funded by Measure T, Petrified Forest Road work will be funded using PGE Fire Funding, and Whitehall Lane will be funded using the Upper Valley District Service Franchise Fee. A budget transfer and agreement between the City of Calistoga and Napa County will be requested at the same time as award of the construction contract by the Board of Supervisors.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Staff has identified the proposed projects as needing improvements based on the Napa County Pavement Management Program. The proposed projects are in the 5 Year Road Repair plan adopted by the Board of Supervisors.
Is the general fund affected?	No
Future fiscal impact:	Construction of the projects is expected to be complete in the fiscal year 2023-24.
Consequences if not approved:	Bidding of these projects will not proceed and will move construction of the improvements to a later fiscal year. Other projects with outside County funding sources may be impacted as a result.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

## **BACKGROUND AND DISCUSSION**

Each of the three pavement maintenance repair areas of “Silverado Trail, Petrified Forest, Whitehall Lane Pavement Repair Project,” RDS 23-13, will require a different roadway rehabilitation method:

Silverado Trail from State Route (SR) 29 to the southern limit of the City of Calistoga will have cracks sealed, asphalt digout repairs, and a 2-inch overlay using rubberized asphalt to provide the best performance against cracking within the design life of up to 20 years. The City of Calistoga is working in cooperation with Napa

County developing a cost share agreement to fund the portions of the work within the City limits will be brought to the Napa County Board of Supervisors for approval with the construction award, currently scheduled for June 27, 2023. South of the City of Calistoga to the intersection of Larkmead Lane, crack sealing and digout repairs will be included in this scope, in preparation for a future pavement seal treatment. The pavement condition index (PCI) in this area is 33 (of 100) where the overlay will occur and between 85-87 south of Calistoga where the preventative maintenance will occur.

Petrified Forest Road from Franz Valley School Road to the Napa-Sonoma County line will receive crack sealing and digout repairs in the travel lanes. That section of roadway is scheduled for a future roadway seal in 2024. The PCI on this road segment is 71.

Whitehall Lane will have 3 inches of asphalt removed, and 4 inches of new asphalt placed with a geosynthetic paving fabric interlayer. Work will occur beginning near the intersection of SR 29, and, due to budget constraints, be limited to the first stone bridge (westerly 2800 feet). The PCI on this road length is 15.

The Project will provide maintenance to the road surface, resulting in safer travel for the public. Where the overlays occur, the Project will improve the road's pavement condition index to 100, with a renewed life span of 20 years. Where roads are prepared for future seals, the road conditions will be 100 once the seals are installed. The estimated total cost the Project is \$3.0 million.

Staff will return to the Board of Supervisors to verify the above noted project budget estimates, once bids are opened and the City of Calistoga cost share agreement is ready for approval.



# 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:** 5/16/2023

**File ID #:** 23-0800

**TO:** Board of Supervisors  
**FROM:** Steve Lederer - Director of Public Works  
**REPORT BY:** Jonathan Delacruz - Assistant Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for "Angwin Area Paving Project", RDS 22-25

### **RECOMMENDATION**

Director of Public Works requests approval of plans and specifications for the "Angwin Area Paving Project", RDS 22-25, 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.

### **EXECUTIVE SUMMARY**

The County roads from Silverado Trail, through Angwin, to Chiles Pope Valley Road is in need of resurfacing. This proposed project will repair and resurface a portion of this road, specifically the section known as Howell Mountain Road from the White Cottage ("Four Corners") intersection to Pope Valley. Measure-T funding will be used, in addition to \$2 million provided in State appropriation sponsored by State Senator Dodd.

Public Works staff have completed the design of the project and is requesting the Board of Supervisors (Board) approve the plans and specifications and authorize the advertisement of the project. Staff has estimated the construction cost to be approximately \$4.21 million. Staff will return to the Board at a future date to present a detailed project budget based on the lowest construction bid and will request a budget transfer to fully fund the project.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Measure T Non-Operating Special Revenue (Fund 2440, Org 1220053)
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approval of plans and specifications and authorization to advertise for sealed bids is necessary to move to the construction phase.
Is the general fund affected?	No
Future fiscal impact:	Construction is expected to be completed in Fall 2023 with general road maintenance in future years.
Consequences if not approved:	Roadway conditions will continue to deteriorate resulting in potential increased risk to the traveling public, along with increased cost of road maintenance.
County Strategic Plan pillar addressed:	Livable Economy for All

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

The County roads in the Angwin area have deteriorated over the years due mainly to aging and normal wear and tear. The Angwin Area Paving Project will repair and resurface the highest priority roads based on available budget and maximizing community benefit. The highest priority roads for this project are the two main roads serving Angwin and connects Silverado Trail to Chiles Pope Valley Road: Deer Park Road (DPR) and Howell Mountain Road (HMR).

During preliminary design, staff reached out to utility companies to coordinate any contemplated construction they may have for the area. As a result, improvements to various interior roads in Angwin are scheduled for 2024 to allow PG&E to complete a possible undergrounding project, and DPR will be scheduled for 2025 to allow PG&E to complete a possible undergrounding project and for the St. Helena Hospital to complete a water line project. Therefore, this proposed project will focus on HMR from its intersection with DPR/White Cottage/ Old Howell Mountain Road (this intersection is often referred to as “four corners”) to Chiles Pope Valley Road, which is approximately 5.9 miles of roadway.

The project design will consist of performing dig out repairs of severely alligatored areas of the roadway, some areas of full road width grinding, and placement of three inches of asphalt. Additionally, the project will restripe all markings, provide additional shoulder backing in some areas, and incorporate some additional signage to increase public safety. Construction of the above noted work is approximated at \$4.21 million and is anticipated to be completed in summer 2023. The proposed project will be funded through a \$2M appropriation courtesy of Senator Dodd and available Measure T funds.

Today’s action by the Board of Supervisors (Board) will allow staff to bid the project with an anticipated bid

opening in June. Staff will return to the Board at a future date for award of a construction project and will present a detailed project budget based on the lowest construction bid with a request for a budget transfer to fully fund the project.



# Napa County

## Board Agenda Letter

1195 THIRD STREET  
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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0801

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** James Reese, Associate Engineer  
**SUBJECT:** Award of Storm Repair Construction Contract for Mt. Veeder Road MPM 3.75.

### **RECOMMENDATION**

Director of Public Works requests award of the contract for the " Mt. Veeder Road MPM 3.75 Project", RDS 23 -22 to E.E. Gilbert Construction, Inc. of Martinez, California, for their low base bid of \$1,016,792, and authorization for the Chair to sign the construction contract.

### **EXECUTIVE SUMMARY**

The 2023 storms caused multiple landslides on Mt. Veeder Road. This expedited project is to repair a landslide that occurred at mile post 3.75 that reduced the road to one travel lane. The design has been completed and the project was advertised on April 4th. The engineer's estimate for construction was \$1,000,000 and the responsive and responsible low bidder is E.E. Gilbert Construction, Inc. with a base bid of \$1,016,792. It is recommended that the Board award the contract to E.E. Gilbert Construction, Inc. for their low bid of \$1,016,792.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The Mt. Veeder Road MPM 3.75 is currently budgeted in Fund 2040, Org. 2040500 and Project 23035
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed project will stabilize the roadway and reconstruct the roadway pavement section. The requested approvals will allow for construction of the repair.
Is the general fund affected?	No

Future fiscal impact:	Design began in early 2023 and construction will begin in early summer of this year. Construction will likely continue into Fiscal Year 2023-24 and complete in the fall.
Consequences if not approved:	The entire road could collapse stranding residents.
County Strategic Plan pillar addressed:	Livable Economy for All
Additional Information	On January 24th, 2023, the BOS appropriated \$2 Million from General Fund for this project. Project costs will be submitted to FEMA for reimbursement, and we will attempt to obtain reimbursement for as much of the project as possible.

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

On January 24, 2023, the Board ratified a Proclamation of a Local Emergency for the January 2023 Winter Storms. At that meeting, the Board approved funding for seven slide repair projects at the same time including Mt. Veeder Road MPM 3.75. The area remains unstable and needs to be repaired as soon as possible. This project was expedited with the use of on-call design consultants and in advance of all FEMA approvals due to concerns that the landslide could expand and completely close the road.

The proposed design solution is to construct a temporary shotcrete wall to stabilize the road while the permanent retaining wall can be constructed. The permanent wall will be reinforced concrete with tie backs. Construction is anticipated to commence in June 2023 and to be completed by September/October of 2023, weather and site conditions permitting.

The project was advertised for bid on April 4, 2023, and the Clerk of the Board opened two bids on May 4, 2023.

E.E. Gilbert Construction, Inc.	Martinez, CA	\$1,016,792
Viking Construction Company, Inc.	Rancho Cordova, CA	\$1,350,525

The engineer's estimate for construction was \$1,000,000. The successful low bidder is E.E. Gilbert

Construction, Inc. with a base bid of \$1,016,792. The total project budget with construction, engineering design, construction management, project management, special inspection and contingency is \$2,000,000 and has been funded from the General Fund (see attached project budget). The budget includes a 25% contingency in case unknown conditions are discovered at the site during construction. Any unused funds will be transferred to another storm project. After completion, County staff will pursue partial reimbursement from the Federal Emergency Management Agency (FEMA).

E.E. Gilbert Construction, Inc. is not a local vendor however, the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.



County of Napa  
Public Works Department

BUDGET SUMMARY: Mount Veeder Slide Repair, Construction Contract Award RDS 23-22						
						5/4/2023
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$1,016,792	(\$235,240)	\$1,252,032	\$0	0%	\$1,252,032
25% Construction Contingency	\$254,198	\$3,792	\$250,406	\$0	0%	\$250,406
Design and Engineering Consultant	\$247,968	\$50,000	\$197,968	\$171,797	87%	\$26,171
25% Engineering Consultant Contingency	\$61,992	\$22,398	\$39,594	\$45,623	115%	(\$6,029)
Construction Management	\$165,000	\$85,000	\$80,000	\$0	0%	\$80,000
County Project Management/Administration	\$129,050	\$24,050	\$105,000	\$14,730	0%	\$90,270
Environmental, Geotechnical and Special Inspections	\$120,000	\$50,000	\$70,000	\$0	0%	\$70,000
Mailers, Newspaper Advertisement, Permits	\$5,000	\$0	\$5,000	\$500	0%	\$4,500
<b>TOTAL</b>	<b>\$2,000,000</b>	<b>\$0</b>	<b>\$2,000,000</b>	<b>\$232,650</b>	<b>0%</b>	<b>\$1,767,350</b>
Budget Created by James Reese.						



# 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:** 5/16/2023

**File ID #:** 23-0809

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Liang Chin Su, Assistant Engineer  
**SUBJECT:** Approval of Plans and Specifications and Authorization to Advertise for Bids for "East Central Paving Project, Phase Three" RDS 21-25C

### **RECOMMENDATION**

Director of Public Works requests approval of plans and specifications for "East Central Paving Project, Phase Three," RDS 21-25C, 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.

### **EXECUTIVE SUMMARY**

The County received funds from Pacific Gas and Electric (PG&E) as a settlement for damages caused by the 2017 North Bay fires. The Board has designated \$16 million of this funding towards road repairs. On May 4, 2021, the Board of Supervisor authorized \$5,250,000 in funding to conduct repairs for East Central Paving Project Phase One, which was completed during FY 21-22. The remainder of Phase One funding and an additional \$1,500,000 from PG&E funds was used to repair four additional roads as part of the East Central Paving Project, Phase Two. The remaining PG&E funds supplemented with Accumulated Capital Outlay funds will be used to repair Atlas Peak Road from 3681 Atlas Peak Road to end (approximately 2.7 miles).

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Org 2040500, Project 21067
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of plans and specifications and authorization to advertise for sealed bids is necessary to move to the construction phase.
Is the general fund affected?	No

Future fiscal impact:	Staff will return and request a portion of the funding be moved from the Calistoga Area Paving Project (Project 22011) and the Accumulated Capital Outlay (ACO) fund to fund Project 21067 at the time of the construction contract award.
Consequences if not approved:	The project will not move forward to the construction phase and the damaged roads will not be repaired.
County Strategic Plan pillar addressed:	Livable Economy for All

## **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

## **BACKGROUND AND DISCUSSION**

Napa County has settled with PG&E and recovered \$33,954,044 to compensate the County for roadway damages, response costs and lost revenue funds that resulted from the 2017 North Bay fires. On July 28, 2020, the Board of Supervisors (Board) allocated \$16,000,000 of this settlement to repair roadway damages. On May 4, 2021, the Board authorized an increase in the revenue and expenditures of \$5,250,000 for a project to repair the following damaged roads:

- Atlas Peak Road (2400 feet North of Hardman Avenue to Westgate Drive)
- Hillcrest Avenue (All)
- Westgate Avenue (All)
- Soda Canyon Road (Silverado Trail to Loma Vista Drive)
- Second Avenue (All - northbound lane)
- Maui Way (All)
- Pinnacle Peak (All)

After the completion of East Central Paving Project Phase One, approximately \$1,600,000 remained from the appropriated amount. The remaining funds from Phase One and an additional transfer of \$1,607,264 was used to repair the following roads as part of the East Central Paving Project, Phase Two which was completed in October 2022:

- Second Avenue (All - southbound lane)
- Vichy Avenue (All)

- Mt. George Avenue (All)
- Olive Hill Lane (All)

The final phase of this project will focus on the last 2.7 miles of Atlas Peak Rd. Approval of this item will allow the project to move toward the bidding phase. Proposed road treatments consist of grind and overlays, dig out and repairing failed areas, striping, and signage. Project construction is anticipated in summer of 2023. The estimated total project cost for East Central Paving Project, Phase Three is \$1,400,000. Staff will return to the Board later to present a detailed project budget and for award of a construction contract after bids are opened.



# Napa County

## Board Agenda Letter

1195 THIRD STREET  
SUITE 310  
NAPA, CA 94559  
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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0825

**TO:** Board of Supervisors  
**FROM:** Steve Lederer - Director of Public Works  
**REPORT BY:** German Sierra-Frutos - Engineering Technician III  
**SUBJECT:** 2023 Annual Guardrail Repair Project, RDS 23-09 Award of Contract and Budget Transfer

### **RECOMMENDATION**

Director of Public Works requests the following:

1. Award of contract for the 2023 Annual Guardrail Repair, RDS 23-09 to Dirt and Aggregate Interchange, Inc. of Fairview, Oregon for their low base bid of \$341,341 and authorization for the Chair to sign the construction contract; and
2. Approval of a Budget Transfer for the following (4/5 required):
  - a) Increase appropriations by \$458,000 in the SB1 Non-Operating Special Revenue Fund (SB1) (Fund 2440, Org 1220052, Object 56100) with the use of its available fund balance to be transfer to Project 23006 (Fund 2040, Org 2040500, Object 48200); and
  - b) Increase appropriations by \$458,000 in Project 23006 (Fund 2040, Org 2040500, Object 52360) offset by a transfer-in-revenue from SB1.

### **EXECUTIVE SUMMARY**

The 2023 Annual Guardrail Repair Project will construct a new guardrail, repair damaged guardrails, and replace old guardrails to improve traffic safety and comply with current standards. The base bid for this contract includes approximately 4,000 linear feet of guardrail on 19 Roads.

On April 4, 2023, the Board of Supervisors approved plans and specifications for the project and authorized the advertising of the project. Bids were opened on May 4, 2023, with the successful low bidder being Dirt and Aggregate Interchange, Inc. of Fairview, Oregon. Therefore, the Director of Public Works is requesting the Board of Supervisors (Board) award a construction contract to Dirt and Aggregate Interchange, Inc. for their low bid of \$341,341, approve the proposed budget transfer from SB1 available fund balance to fully fund the

project, and authorize the Chair to sign the construction contract.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The 2023 Annual Guardrail is currently budgeted in Fund 2040, Org. 2040500 and Project 23006
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the construction award, and budget transfer are necessary to move the project forward toward construction phase to improve public safety
Is the general fund affected?	No
Future fiscal impact:	This is an annual project and future fiscal impact will be routine maintenance.
Consequences if not approved:	If not approved, annual guardrail repair of County roads cannot begin and the damaged guardrail could result in potential road safety hazards on various roads throughout the county.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information	The Board of Supervisors approved \$500,000 of SB1 funding in the 2022-23 CIP Budget

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 (Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR 15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

### **BACKGROUND AND DISCUSSION**

The Public Works Department maintains 420 miles of roads of which the County classifies 38 miles as arterial, 109 miles as collector, 259 miles as local, and 8 miles as gravel. The County maintains approximately 22 miles of guardrail.

Over the past few decades, the County has constructed guardrails to help prevent drivers from driving into the Napa River, into creeks and down roadway embankments. Every year wayward drivers damage guardrails along County roads. Public Works staff created the attached list of County roads with damaged guardrail to repair. In the past, County staff have hired contractors to repair individual damaged guardrails or the Public Works Roads Division staff repaired the damage as time and funding allowed. With the advent of funding from SB 1, the County now designates about \$500,000/year specifically towards guardrail repairs. Last year, as part

of the 2022 Annual Guardrail Repair Project, the County repaired a total of 11,100 feet of guardrail at 27 locations.

Public Works staff will continue with the annual program to repair guardrails. This will provide safety for the public and is a more cost-effective method by repairing numerous guardrails with one construction contract to take advantage of economies of scale. Staff prioritized the repairs based on safety and available funding and will repair the remaining damage (plus any newly damaged guardrails) in future years. On April 4, 2023, the Board approved advertisement of plans and specifications for the project.

On May 4, 2023, the following bids were received and opened:

Bidder: Dirt and Aggregate Interchange, Inc., of Fairview, Oregon

Base Bid: \$341,341

Bidder: Midstate Barrier, Inc. of Stockton, CA

Base Bid: \$443,153

The lowest responsive base bid of \$341,341 is Dirt and Aggregate Interchange, Inc. from Fairview, Oregon. The total project budget with the addition of construction management and contingency is \$458,000. Approval of the requested actions today will initiate construction. Construction is estimated to begin in June 2023, and end in July 2023.

Dirt and Aggregate Interchange, Inc. is not a local vendor however, the Public Contract requires that the construction contract be awarded to the lowest responsible bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting in the County website. Staff also sent "Notice to Contractors" to the local construction community.

To fund the remaining project costs through construction, including allowance for County staff time, staff is requesting the proposed budget transfer of \$458,000 from SB1 Special Revenue Fund.

		CONSTRUCTION PHASE				
<u>Budget Item</u>	<u>Budget Item Amount</u>	<u>Board Appropriation Request Today</u>	<u>Board Appropriation to date*</u>	<u>Appropriation Amount Spent to Date</u>	<u>Appropriation Amount % Spent to Date</u>	<u>Appropriation Amount Balance</u>
Construction	\$341,341	\$341,341	\$0	\$0		\$0
Construction Contingency (15%)	\$51,201	\$51,201	\$0	\$0		
Design and Engineering	\$0	\$0		\$0		\$0
Construction Management	\$35,000	\$35,000	\$0	\$0		\$0
County Project Management/Administration	\$30,000	\$30,000	\$0	\$0		\$0
Geotech, Special Inspections	\$0	\$0	\$0	\$0		\$0
	\$457,542	\$457,542	\$0	\$0		\$0

Notes:  
\*





# 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:** 5/16/2023

**File ID #:** 23-0829

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Marcela Aparicio - Supervising Staff Services Analyst  
**SUBJECT:** Budget adjustment for Animal Shelter

### **RECOMMENDATION**

Director of Public Works requests approval of a Budget Transfer increasing appropriations by \$100,000 in the Animal Shelter Operations budget (Fund 5040, Org 5040000, Object 52230-\$50,000, Object 53605-\$25,000, Object 53610-\$25,000), offset by decrease in appropriations for contingency by \$27,378 and available fund balance by \$72,622. (4/5 vote required)

### **EXECUTIVE SUMMARY**

The County provides Animal Shelter services for the unincorporated areas as well as the City of Napa, the City of American Canyon, and the Town of Yountville. The Animal Shelter houses and cares for stray and unwanted domestic animals. All entities participate in the cost, and costs are shared by a percentage of the participants' population. As the animal population increases and the consumer price index remains high, additional appropriations are required to provide adequate services.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	To be budgeted in Animal Shelter Operations (Fund 5040, Org 5040000)
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	N/A
Is the general fund affected?	No
Future fiscal impact:	This budget transfer will decrease available fund balance and consequently, the beginning fund balance for the future fiscal year will be lower.

Consequences if not approved:	If not approved, the Animal Shelter will not be able to provide necessary veterinary services, food, and veterinary supplies for animals in need.
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 Animal Shelter is providing services to an increasing number of animals. Therefore, veterinary services have significantly increased in the past three months. In addition to veterinary services, the animal shelter feeding costs and veterinary supplies have also increased, primarily due to the increase in the consumer price index percentage which was up by 1.8% in the last two months and 5.3% from a year ago.

If this budget transfer is approved, the Animal Shelter will be able to use appropriation for contingency and its available fund balance to increase the appropriation for veterinary services, animal food, and veterinary supplies to provide a healthy and safe environment.



# Napa County

## Board Agenda Letter

1195 THIRD STREET  
SUITE 310  
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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0716

**TO:** Board of Supervisors  
**FROM:** David Morrison - Interim County Executive Officer  
**REPORT BY:** Kendra Bowyer - Emergency Services Officer  
**SUBJECT:** Adoption of a Resolution Continuing the State of Local Emergency Due To Drought Conditions

### **RECOMMENDATION**

Interim County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to drought conditions that are occurring in Napa County.

### **EXECUTIVE SUMMARY**

On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated.

If adopted by the Board, the proposed Resolution will continue the State of Local Emergency due to drought conditions in Napa County, and extend the emergency powers of County officials as set forth in Resolution No. 2022-29.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	If costs are incurred as a result of the drought staff will return to the Board with any appropriation increases.
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Ongoing drought conditions and related emergency response actions may result in future fiscal impacts to the County. Drought cycles historically last for several years
Consequences if not approved:	If the resolution is not adopted the County may not be eligible for emergency response funding from the State.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(1).

**BACKGROUND AND DISCUSSION**

Napa County, as well as California as a whole, experienced two consecutive years (2021-2022) of extremely dry conditions due to historically low rainfall totals. On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County.

The U.S. Drought Monitor data from the National Drought Mitigation Center no longer classifies Napa County as experiencing drought. To date, Napa has received nearly 32 inches of rain since October 1, which exceeds our normal annual rainfall for the water year. While recent atmospheric river-fueled storms have provided much-needed rainfall in Napa County, but it is too early to tell if it is enough to end the drought, particularly as it relates to the aquifer. If we do not receive any additional rainfall this year, a single normal year will not be enough to offset the groundwater losses over the past two dry years.

On May 10, 2021, the Governor issued a Proclamation of a State of Emergency declaring drought in several counties, including Napa. On March 24, 2023, the Governor rolled back some drought emergency provisions implemented in 2021 due to current water conditions, though Executive Order N-5-23. However, the Governor's office expressed "while recent storms have helped ease drought impacts, regions and communities across the state continue to experience water supply shortages, especially communities that rely on groundwater supplies that have been severely depleted in recent years."

Continuing the State of Local Emergency maintains the County's eligibility to receive mutual aid and other resources from the State or other local agencies. The State of Local Emergency covers the entire Napa County Operational Area, including all municipalities and special districts. Under California's Standardized Emergency Management System (SEMS), the County will serve as the lead agency for mutual aid and coordination with these jurisdictions and the State through the California Governor's Office of Emergency Services. With this continuing proclamation, additional coordination at the Operational Area level will occur to help identify what actions and resources are needed to address broad community impacts, particularly to local agriculture.

Staff recommends continuing the drought State of Emergency for another 60 days, to see how much additional rain we will receive this winter/spring, and then reassess the need to continue the emergency at that time.

**NAPA COUNTY RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF  
LOCAL EMERGENCY DUE TO THE 2021-2022 DROUGHT**

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

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

**WHEREAS**, on March 8, 2022, the Board of Supervisors proclaimed a state of local emergency due to severe drought conditions in Napa County, pursuant to Resolution No. 2022-29; and

**WHEREAS**, drought conditions persist in Napa County, threatening to present conditions of disaster or extreme peril to persons and property which are likely to be beyond the control of the services, personnel, equipment and facilities of Napa County, as defined in Government Code section 8558(c)(1);

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

**BE IT FURTHER RESOLVED**, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-29 shall continue to have full force and effect.

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors held on the 16th 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

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>May 5, 2023</u> PL Doc. No. 90754</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:** 5/16/2023

**File ID #:** 23-0717

**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Thomas Zeleny, Chief Deputy County Counsel  
**SUBJECT:** Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

### **RECOMMENDATION**

Interim County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County.

### **EXECUTIVE SUMMARY**

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County, and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

### **FISCAL & STRATEGIC PLAN IMPACT**

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

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: This proposed activity is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3) because the activity is not a project pursuant to section 15378, and because it will not result in a direct or reasonably foreseeable indirect physical change in the environment pursuant to section 15060(c)(1).

**BACKGROUND AND DISCUSSION**

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

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

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



**NAPA COUNTY RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

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

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

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board  
held on the 16th 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

By: \_\_\_\_\_

BELIA RAMOS, Chair of the  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>May 5, 2023</u> PL Doc. No. 90752</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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0818

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**TO:** Board of Supervisors

**FROM:** David Morrison, Interim County Executive Officer

**REPORT BY:** Becky Craig, Assistant County Executive Officer

**SUBJECT:** Resolution Appointing Representatives to Public Risk Innovation, Solutions, and Management (PRISM)

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### **RECOMMENDATION**

Interim County Executive Officer requests the adoption of a Resolution appointing Assistant County Executive Officer Becky Craig as the new County Representative and Safety Officer and ADA Coordinator Alfredo Larrañaga as the Alternate to the Board of Directors to the Public Risk Innovation, Solutions, and Management (PRISM) Board.

### **EXECUTIVE SUMMARY**

The County's current Risk Manager, Kerry John Whitney, has been the County's Representative for PRISM's Board of Directors since June 27, 2006. With the upcoming retirement of Mr. Whitney, the appointment of the County's Assistant CEO, Becky Craig, as the new County Representative to the PRISM Board is requested. Additionally, with the recent retirement of Deputy County Executive Officer, Helene Franchi, it is requested that the Board appoint the County's Safety Officer and ADA Coordinator, Alfredo Larrañaga, as the Alternate member.

### **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 County of Napa is a member of Public Risk Innovation, Solutions, and Management (PRISM), a member-directed risk-sharing pool of counties that provides risk coverage programs and risk management services. Kerry Whitney, Risk Manager, has been serving as the County's primary representative with Helene Franchi, former Deputy County Executive Officer, as the alternate representative to the Board of Directors.

The resolution presented will appoint the County's Assistant County Executive Officer, Becky Craig, as the County's primary representative and appoint Alfredo Larrañaga, the County's Safety Officer and ADA Coordinator, as the alternate member.

**RESOLUTION NO. 23-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, APPOINTING COUNTY  
REPRESENTATIVES TO THE BOARD OF DIRECTORS OF PUBLIC  
RISK INNOVATION, SOLUTIONS, AND MANAGEMENT, ALSO  
KNOWN AS “PRISM” (FORMERLY KNOWN AS CSAC-EIA)**

**WHEREAS**, CSAC Excess Insurance Authority (EIA) was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC); and

**WHEREAS**, CSAC-EIA is a member-directed risk sharing pool of counties which provides risk coverage programs and risk management services; and

**WHEREAS**, Napa County has been a long-time member of CSAC- EIA and appoints a County member and alternative member to the Board of Directors of CSAC-EIA; and

**WHEREAS**, the County member and alternative member have been employees in various management positions from within the County Executive Office; and

**WHEREAS**, after 40 years in existence, CSAC-EIA changed its name to “Public Risk Innovation, Solutions and Management” (PRISM); and

**WHEREAS**, Resolution 88-62, adopted by the Board of Supervisors on May 10, 1988 appointed Jay Hull as Napa County’s CSAC-EIA Board of Directors Representative and Karen Schoenfeld as Napa County’s CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution 04-48, adopted by the Board of Supervisors on April 13, 2004 appointed Lorenzo Ziálcita as Napa County’s CSAC-EIA Board of Directors Primary Representative, and Dennis Morris as Napa County’s CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No. 05-164, adopted by the Board of Supervisors on September 20, 2005 appointed Karen Schoenfeld as Napa County’s CSAC-EIA Board of Directors Primary Representative and Mark Gregersen as Napa County’s CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No. 06-135, adopted by the Board of Supervisors on June 27, 2006 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County’s CSAC-EIA Board of Directors Primary Representative and Mark Gregersen, Napa County Human Resources Director, as Napa County’s CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No. 09-111, adopted by the Board of Supervisors on August 11, 2009 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County’s CSAC-EIA Board of Directors Primary Representative and Lorenzo Ziálcita, Napa County Principal Management Analyst, as Napa County’s CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No 2010-34, adopted by the Board of Supervisors on April 6, 2010 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Maiko Klieman, Napa County Management Analyst II, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No 2010-89, adopted by the Board of Supervisors on July 13, 2010 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Molly Rattigan, Napa County Senior Management Analyst, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No 2011-21, adopted by the Board of Supervisors on March 22, 2011 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Suzanne Mason, Napa County Director of Human Resources, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No 2015-95, adopted by the Board of Supervisors on July 14, 2015 appointed Kerry John Whitney, Napa County Risk and Emergency Services Manager, as Napa County's CSAC-EIA Board of Directors Primary Representative and Leanne Link, Napa County Assistant County Executive Officer, as Napa County's CSAC-EIA Board of Directors Alternate Representative; and

**WHEREAS**, Resolution No.2017-115 recognized the name change to PRISM and also appointed Deputy County Executive Officer Helene Franchi to serve as the Alternate Representative; and

**WHEREAS**, Kerry Whitney is retiring from Napa County service and will no longer be able to serve as a member of the Board of Directors of PRISM; and

**WHEREAS**, Helene Franchi has retired from Napa County service and a new alternate member will need to be selected; and

**WHEREAS**, the current Assistant County Executive Officer, Rebecca Craig and the current Safety Officer and ADA Coordinator, Alfredo Larrañaga, are willing and able to serve on the PRISM Board of Directors as primary and alternative members, respectively.

**NOW, THEREFORE BE IT RESOLVED** as follows:

1. The appointment of Kerry John Whitney as Napa County's PRISM Board of Directors Primary Representative is hereby revoked;
2. Rebecca Craig, the County's Assistant Executive Officer, is hereby appointed to serve as Napa County's PRISM Board of Directors Primary Representative.

3. The appointment of Helene Franchi as Napa County's PRISM Board of Directors Alternative Representative is hereby revoked.
4. Alfredo Larrañaga, the County's Safety Officer and ADA Coordinator, is hereby appointed to serve as Napa County's PRISM Board of Directors Alternate Representative.

**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 the Board held on the 16<sup>th</sup> day of May, 2023, by the following vote:

AYES: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NOES: SUPERVISORS \_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_  
Belia Ramos, Chair of the Board of  
Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>S. Darbinian</u> Deputy	Date: _____ Processed By: _____	By: _____
Date: <u>May 10, 2023</u>	_____ Deputy 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:** 5/16/2023

**File ID #:** 23-0806

**TO:** Board of Supervisors  
**FROM:** Wendi Agans for Oscar Ortiz, Sheriff-Coroner  
**REPORT BY:** Rollie Soria, Staff Services Analyst II  
**SUBJECT:** Capital Asset Revision: ReconRobotics Throwbot 2

### **RECOMMENDATION**

Sheriff requests approval of the following actions for purchase of a replacement robot:

1. Establish of the Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 to purchase a ReconRobotics Throwbot 2 in the amount of \$17,370 in lieu of an Agilemesh Sentinel Camera for \$20,000; and
2. A waiver of competitive bidding requirements and sole source award to ReconRobotics of Edina, Minnesota for purchase of a ReconRobotics Throwbot 2 in the amount of \$17,370 pursuant to County Ordinance § 2.36.090.

### **EXECUTIVE SUMMARY**

Approval of today's actions will allow the Sheriff's Office to establish the Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 to purchase a replacement robot (ReconRobotics Throwbot 2) for the Sheriff's Office Special Weapons and Tactics (SWAT) Team in lieu of an Agilemesh Sentinel Camera. The SWAT Team purchased a ReconRobotics Throwbot XT in 2015, which recently became non-operational and too costly to repair.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations Budget (Fund 1000, Org 1360000, Obj 55400)
Is it Mandatory or Discretionary?	Discretionary



Discretionary Justification:	Sheriff's Office purchased a robot (ReconRobotics Throwbot) in 2015 for the SWAT Team. It has recently become unserviceable and due to its outdated electronics, is too costly to repair. Therefore, the purchase of a new robot (Throwbot 2) is recommended.
Is the general fund affected?	No
Future fiscal impact:	Any future fiscal impact will be budgeted accordingly.
Consequences if not approved:	If not approved, Sheriff's Office will be unable to make this purchase according to County Purchasing Policy.
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 therefor CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

The Sheriff's Office Special Weapons and Tactics (SWAT) Team is used in critical incidents to minimize danger to the public, employees and suspects. A "critical incident" refers to hostage negotiations, armed and/or barricaded subjects, sniper situations and other incidents that present a high degree of danger to life and/or property, search and rescue, crowd control (riot-type) events and any event requiring response of specially trained personnel. The SWAT Team is comprised of 10 deputies, trained in anti-sniper tactics, crowd control (riot-type) events, disaster assistance, methods of capturing armed and barricaded suspects, hostage rescue, special weapons and search and rescue. Team members are on-call 24 hours a day, seven days a week.

The SWAT Team's current robot (ReconRobotics Throwbot XT, purchased in 2015), has recently become non-operational and its outdated electronics are too costly to repair. This equipment is used in critical incidents to remotely gather video and audio information which helps determine the location of barricaded and/or armed subjects, the presence of hostages, and room/building configurations. The robot is a critical tool that allows for greater stand-off distance and provides SWAT with situational awareness, increasing officer safety.

The Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 includes an Agilemesh Sentinel Camera System for the SWAT Team. Based on a demonstration of the Agilemesh system, the SWAT Team recommended to the Sheriff that a replacement robot would be a better use of funds.

The Sheriff requests to establish the Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 to purchase a ReconRobotics Throwbot 2 in the amount of \$17,370 in lieu of an Agilemesh Sentinel Camera System for \$20,000. In addition, Sheriff requests a waiver of competitive bidding requirements and sole source award to ReconRobotics of Edina, Minnesota for purchase of the proprietary ReconRobotics Throwbot. The Throwbot 2 is the next generation of the Throwbot XT that the SWAT Team

already has specialized training with and extensive expertise of. Retraining on a new system would incur substantial cost in time and money.



# 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:** 5/16/2023

**File ID #:** 23-0802

**TO:** Board of Supervisors  
**FROM:** Robert Minahen - Treasurer-Tax Collector  
**REPORT BY:** Robert Minahen - Treasurer-Tax Collector  
**SUBJECT:** Resolution to update the authorized signers for the County Treasury Pool's Local Agency Investment Fund account

### **RECOMMENDATION**

Treasurer-Tax Collector requests the adoption of a Resolution to update the authorized signers for the County Treasury Pool's Local Agency Investment Fund account.

### **EXECUTIVE SUMMARY**

In accordance with the County Investment Policy, the Napa County Treasury Pool maintains an investment account with the Local Agency Investment Fund ("LAIF"). Due to recent changes in staff, it is necessary to update and execute a new Resolution so that LAIF will acknowledge the new signing authority(ies). Account signers are authorized to make deposits to and withdrawals from this investment account.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These changes are necessary due to recent staff changes and will allow for a more efficient process in managing one of our most liquid investment vehicles.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Treasurer-Tax Collector will be the only County representative allowed to process contributions and withdrawals from the Treasury Pool's LAIF account.
County Strategic Plan pillar addressed:	Effective and Open Government

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: None

**BACKGROUND AND DISCUSSION**

In 1977, the Board of Supervisors authorized the deposit and withdrawal of Napa County Treasury Pool funds in the Local Agency Investment Fund (LAIF) which is operated within the State of California Treasurer's Office in accordance with California Government Code Section 16429.1. LAIF provides a highly liquid investment option to invest Pool funds that are accessible on a daily basis.

When changes in staffing and/or positions occur, it is necessary for the Board of Supervisors to adopt a Resolution authorizing individuals within the Treasurer-Tax Collector's office to both deposit and withdraw funds from the Napa County Treasury Pool's LAIF account. Once adopted, the Resolution is kept on file at LAIF and used as an internal control when receiving instructions related to Napa County Treasury Pool funds. The attached Resolution authorizes the following individuals and positions, and their successors, the ability to both deposit and withdraw funds maintained in LAIF:

Treasurer-Tax Collector - Robert Minahen

Assistant Treasurer-Tax Collector - vacant

Treasury Manager - Samuel Ross

Treasury Supervisor - Dorena Martinelli

Treasury Accounting Specialist - vacant

Treasury Senior Account Clerk - Georgina Felix

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, CONFIRMING CONTINUED PARTICIPATION IN THE LOCAL  
AGENCY INVESTMENT FUND AND AUTHORIZING DEPOSITS AND WITHDRAWAL OF  
MONIES FROM THE FUND**

**WHEREAS**, on February 22, 1977 by Resolution #77-27, the Board of Supervisors authorized the deposit and withdrawal of County monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein; and

**WHEREAS**, the Board further authorized the then Treasurer-Tax Collector and Assistant Treasurer and their successors in office to order the deposit or withdrawal of monies in the Local Agency Investment Fund; and

**WHEREAS**, in 2003 by Resolution 03-124, the Board of Supervisors confirmed its continued participation in the Local Agency Investment Fund and, due to staffing and job classification changes, authorized the Treasurer-Tax Collector, Marcia K. Hull, and the Treasury Manager, Tamie R. Frasier and their successors in office to order the deposit or withdrawal of monies in the Local Agency Investment Fund; and

**WHEREAS**, since that time some processes have changed and the need to provide additional Treasury staff the ability to order the deposit or withdrawal of monies in the Local Agency Investment Fund in order to efficiently transact Treasury operations.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Napa County does hereby authorize the Treasurer-Tax Collector, Robert Minahen, Assistant Treasurer-Tax Collector, vacant, Treasury Manager, Samuel Ross, Treasury Supervisor, Dorena Martinelli, Treasury Accounting Specialist, vacant, and Treasury Senior Account Clerk, Georgina Felix, and their successors in office to order the deposit or withdrawal of monies in the Local Agency Investment Fund.

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**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Supervisors of Napa County, State of California, at a regular meeting of the Board held on the 16<sup>th</sup> day of May, 2023, by the following vote:

AYES:        SUPERVISORS

NOES:        SUPERVISORS

ABSENT:     SUPERVISORS

NAPA COUNTY, a political subdivision  
of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair of the Board of Supervisors

<p><b>APPROVED AS TO FORM</b> Office of County Counsel</p> <p>By: <i>Ryan FitzGerald</i> (e-sign)</p> <p>Date: May 4, 2023</p>	<p><b>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</b></p> <p>Date:</p> <p>Processed by:</p> <p>_____ Deputy Clerk of the Board</p>	<p><b>ATTEST: NEHA HOSKINS</b> 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:** 5/16/2023

**File ID #:** 23-0752

**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Jesus Tijero, BOS - Staff Assistant II  
**SUBJECT:** Community Investment Fund - FY 2023-24 Arts & Culture Grant Award Recommendations

### **RECOMMENDATION**

Interim County Executive Officer, on behalf of the Napa County Arts & Culture Advisory Committee (Committee), requests discussion and action on the Committee's arts and culture grant award recommendations as part of the Community Investment Fund for Fiscal Year 2023-24:

1. Award \$139,474 in available funds from the Tourism Arts & Culture Category; and
2. Award \$166,442 in available funds from the General Arts & Culture Category.

### **EXECUTIVE SUMMARY**

At its regular meeting on April 24, 2023, the Napa County Arts & Culture Advisory Committee (Committee) discussed and scored 31 grant applications (proposals) received from 23 arts and culture non-profit organizations for the FY 2023-24 grant cycle.

The process resulted in the Committee recommending 20 proposals for full funding and 2 proposals for partial funding. Since the total amount requested by applicants (\$405,264) exceeded the total amount available (\$305,916), it was not possible to recommend funding all the proposals. Staff is now presenting the Committee's funding recommendations to the Board for consideration and possible approval. A detailed table with the Committee's recommendations is attached.

### **PROCEDURAL REQUIREMENTS:**

1. Staff reports
2. Public Comments
3. Motion, second, discussion and vote on the items

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Community Investment Fund
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Community Investment Fund and the funding of arts and culture grants are not required by law, but have been identified as a priority by the Board. The award of these grants is in accordance with the Board's direction to staff relating to the allocation of the Community Investment Fund. The total amount available in Fiscal Year 2023-24 is \$305,916.
Is the general fund affected?	Yes
Future fiscal impact:	Funding is available through the Community Investment Fund and will be budgeted accordingly in future years and distributed based on the direction provided by the Board of Supervisors.
Consequences if not approved:	If these recommendations are not approved, the Board will need to determine alternative grant recipients or arts grant funding from the Community Investment Fund will not be distributed for Fiscal Year 2023-24.
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****COMMUNITY INVESTMENT FUND CREATION AND BACKGROUND**

In November 2004, Napa County voters approved an increase in the Transient Occupancy Tax (TOT) rate charged to visitors renting hotel and motel rooms in the unincorporated area. The increase, from 10.5% to 12% took effect on January 1, 2005, and was not dedicated to any specific purpose, thus requiring only a majority vote to pass. Although the revenue generated by the additional 1.5% TOT is fully discretionary, the Board determined that the receipt of additional discretionary revenue provided an opportunity to consider County investments in projects or programs that were a Board priority. To that end, as part of the FY 2005-06 County budget process, the Board established the Special Projects Fund (SPF) to finance programs or projects in two areas: (1) visitor management and (2) parks and open space.

On January 23, 2018, the Board discussed the SPF, including reauthorizing a new SPF funding cycle through FY 2022-23 and amending the SPF allocation formula:

- 60% - Parks and Open Space
- 20% - Affordable Housing Programs for hospitality workers



- 20% - Arts and Culture Programs or Services

In April 2023, with the SPF cycle expiring at the end of FY 2022-23, the Board amended the SPF allocation procedures. The amendment renamed the fund to the “Community Investment Fund” (CIF) to better capture the purpose of the fund and eliminated the 20% allocation towards affordable housing and assigned it to parks and open space. Napa County voters approved an additional 1% TOT dedicated to workforce housing in 2018 and it will replace the previous SPF allocation. Elements for the affordable housing spending plan will be included in the upcoming annual budget request process for consideration and approval. The amended CIF allocation formula is as follows:

- 80% - Parks and Open Space
- 20% - Arts and Culture Programs or Services

Of the 20% arts and culture allocation, 20% of that amount is annually allocated to Arts Council Napa Valley for operating expenses, and the remaining 80% annually distributed through a competitive grant process to arts and culture organizations in Napa County.

#### BOARD-APPROVED ARTS & CULTURE GRANT GUIDELINES

The purpose of the Arts & Culture Advisory Committee (Committee) is to conduct and oversee a grant program and make recommendations to the Board of Supervisors regarding grant awards made to non-profit arts and cultural organizations in Napa County. The goal is to grow and promote arts and cultural offerings in Napa County for residents and visitors, include more diversity of cultures and voices in the arts, and foster more collaboration among Napa’s arts groups.

The Committee met on October 24, 2022, to discuss amendments to the Arts & Culture Grant Guidelines for the FY 2023-24 grant cycle and the guidelines were approved by the Board on November 2022. The amended guidelines are attached to this agenda item.

The guidelines include two main funding categories and eligible organizations may submit grant requests for two subcategories:

- Main Category 1 - Tourism Generating Arts and Culture Organization. This category is for organizations that earn at least 20 percent of their income or patronage from visitors and can submit data that demonstrates its impact/use by visitors from outside of Napa County. It includes the following sub-categories:

1. Capacity Building
2. Special Programs & Projects
3. Capital Improvement

- Main Category 2 - General Arts and Culture Organization. This category is for organizations that do not receive 20 percent of their income or patronage from visitors outside of Napa County and primarily focus on arts and culture activities for residents of Napa County. It includes the following sub-categories:

1. Capacity Building
2. Special Programs & Projects
3. Capital Improvement

**Leadership and Professional Development:**

This subcategory is intended to provide support for nonprofit staff and boards in governance and management training, skills, development, and professional coaching. Both Tourism Generating and General Arts and Culture organizations may apply in addition to their two subcategory requests.

**Maximum Grant Requests:**

The maximum grant amounts are based on an organization's annual operating budget:

- Small operating budget: up to \$100,000 - \$7,500 maximum award amount
- Mid-sized operating budget: greater than \$100,000 but less than \$500,000 - \$17,500 maximum award amount
- Large operating budget: above \$500,000 - \$27,500 maximum award amount

The maximum grant award for Leadership & Professional Development grants is \$2,500, regardless of budget size. The award is not counted toward the above caps on awards.

**Collaborative Grant Requests:**

Two or more organizations may partner on a Special Programs & Projects request in addition to their individual grant requests and Leadership & Professional Development request. The maximum award amount is \$20,000, regardless of budget size and no more than \$10,000 per participating organization.

**RECOMMENDED GRANT AWARDS**

The Arts and Culture Advisory Committee (Committee) met on Monday, April 24, 2023, to review and score 31 grant applications (proposals) received from 23 arts and culture non-profit organizations. The details of the recommended awards are included in the attached spreadsheets.

The Committee has recommended to award \$139,474, in the Tourism Generating Arts & Culture Category and \$166,442 in the General Arts & Culture Category. If the grant recommendations are approved, a total of \$305,916 in grant funds will be awarded with 20 proposals receiving full funding and 2 proposals receiving partial funding.



A Tradition of Stewardship  
A Commitment to Service

## **NAPA COUNTY ARTS & CULTURE ADVISORY COMMITTEE**

### **2023-2024 GRANT GUIDELINES**

**APPLICATION DEADLINE: February 22, 2023**

#### **Primary Purpose of Napa County Arts & Culture Advisory Committee**

The primary purpose of the Napa County Arts & Culture Advisory Committee (ACAC) is to provide needed support to help strengthen the local arts and culture community for the economic and social benefit of Napa County's residents and businesses and provide a more enriching experience for Napa's visitors.

#### **Priority Goals for the Arts, Culture & Heritage Grant Program**

- Invest in organizations that benefit the community and draw visitors to Napa County
- Support organizations that demonstrate viability and dedication to the public interest
- Support organizations that promote a diverse array of objectives, including:
  - Populations Served
  - Artistic Discipline and/or Genre Representation
  - Cultural Representation
  - Geography
  - Public Impact
  - Accessibility

#### **Funding & Acknowledgment**

All grant monies for this program derive from the County's Transient Occupancy Tax (TOT) that is mostly tourism generated. The Napa County Board of Supervisors designates a percentage of the TOT for arts and culture.

The grant program is not large enough to support every worthy proposal and organization. This grant process is designed to provide a fair opportunity for major institutions, grassroots, and volunteer organizations to apply.

All grantees shall acknowledge Napa County as a funding source and include the County seal, in accordance with the Napa County Graphic Standards manual, where the grantee's logo is used. This is required for any related articles, news releases, playbills, or other publicity materials for the organizations funded in this grant program. All such media and communication materials must include the statement: "This organization is funded, in part, by the Napa County Board of Supervisors."

## **Funding Categories**

Applicants must first select one of the two main categories, which matches their audience make-up. Applicants may then submit an individual grant request for a maximum of **two** subcategories. The maximum award amount is determined by the size of the organization's annual operating (expense) budget from the last two years (see *Maximum Grant Requests* on page 3 for more details). Applicants may submit an additional grant request under *Leadership & Professional Development* and a collaborative grant request, which does not count against your request limit previously mentioned.

### **Main Category 1: Tourism Generating Arts and Culture Organization**

This category is for organizations that earn at least 20 percent of their income from visitors or generate 20 percent of their patronage/attendance from zip codes outside of Napa County and can submit data that demonstrates this. Examples of data to be submitted include: ticket sales, membership data, audience survey or other metrics or documents.

#### **Subcategories** (*more details on pages 4-7*):

- 1) Capacity Building
- 2) Special Programs & Projects
- 3) Capital Improvement

### **Main Category 2: General Arts and Culture Organization**

This category is for organizations that primarily focus on arts and culture activities for residents of Napa County.

#### **Subcategories** (*more details on pages 4-7*):

- 1) Capacity Building
- 2) Special Programs & Projects
- 3) Capital Improvement

### **Leadership & Professional Development Category**

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching. Both *Tourism Generating* and *General Arts and Culture* organizations may apply, in addition to their two other application requests. The maximum award is \$2,500, regardless of budget size.

## **Eligibility & Evaluation Guidelines**

**Local Nonprofits:** Organizations submitting an application must be a Napa County-based 501(c)(3) nonprofit organization in operation for at least 12 consecutive months with a primary purpose of arts, culture and/or heritage programming as demonstrated by their mission, vision and budget of the organization.

**Fiscal Sponsors:** Use of a fiscal sponsor is only allowed when submitting a request for *Capacity Building* and *Special Programs & Projects*. An applicant without nonprofit status may use a fiscal sponsor that has nonprofit status, federal 501(c)(3) designation, and which will provide the fiscal and administrative services needed to complete the grant project. If a grant is awarded, the fiscal sponsor becomes the legal contractor. The fiscal sponsor *shall not* receive administration or other fees from the County grant funds.

**Multiple Grant Requests:** Each organization must select one of the two main categories and may then submit an individual request for a maximum of **two** subcategories: *Capacity Building*, *Special Programs & Projects* or *Capital Improvement*. An additional application request for *Leadership & Professional Development* and a collaborative grant request (see *Collaborative Grants* section below for more details) may be submitted and does not count towards the request limit previously mentioned.

**Maximum Grant Requests:** The maximum award amount is based on an **average** of the organization's annual operating (expense) budget from the last two years – FY 2021-22 and FY 2022-23 OR calendar years 2021 and 2022. See the table below for a breakdown by budget category. If an organization, by budget size, can receive up to \$27,500 per grant cycle, **DO NOT** submit requests for \$27,500 in each of your two selected subcategories or the grant requests will not be considered for an award.

For applicants utilizing a fiscal sponsor, the allotted amount is based on the grant requestor's independent project or capacity budget, not their fiscal sponsor's operating budget.

<i>Operating (Expense) Budget 2-Year Average</i>	<i>Maximum Request Amount</i>
Small: up to \$100,000	\$7,500
Mid-Sized: greater than \$100,000 but less than \$500,000	\$17,500
Large: above \$500,000	\$27,500

The maximum award amount for *Leadership and Professional Development* grants is \$2,500, regardless of budget size and will not be counted towards the maximum award cap previously mentioned.

**Collaborative Grants:** Two or more organizations may partner on a *Special Programs & Projects* request in addition to their individual grant requests and *Leadership & Professional Development* requests. The maximum award amount is \$20,000, regardless of budget size and no more than \$10,000 per participating organization. The organization submitting the collaborative request will serve as the lead grantee and will be responsible for disbursing grant funds to partner(s). Collaborative requests require approval from staff prior to applying. Please contact Jesus Tijero at 707-253-6170 or [Jesus.Tijero@countyofnapa.org](mailto:Jesus.Tijero@countyofnapa.org) for pre-approval.

**Grant Application Scores:** To be considered for the Committee's recommendation for funding, an application must score a combined minimum of 50 percent of total possible points.

**Grant Acceptance:** Once an organization receives notification of a grant award, the contractual agreement must be signed and returned to the County within 10 business days or the award may be withdrawn. Organizations must be responsive to all County requests, in a timely manner, with regards to the grant applications and awards.

**Partial Grant Awards:** Grant awards may not be fully funded. If an organization is recommended for partial funding, the applicant must demonstrate the ability to complete the requested goals.

## **Grant Subcategories & Evaluation Criteria**

### **Capacity Building**

This subcategory is intended to help provide a means for an organization to improve its sustainability, governance, and internal operations. Examples include, strategic planning, developing a comprehensive and realistic marketing plan, developing a fundraising plan, Board development, etc.

#### **Evaluation Criteria:**

- **Project Relevance to Organizational Need (15 PTS):** Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how capacity-building project will address an important organizational need. The project clearly serves the organization's strategic goals. Successful applications will demonstrate the proposed impact to the organization that will be made during the grant period.
- **Project Viability & Leadership (10 PTS):** How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement project and its potential for improvement to the organization's operation, efficiency and/or sustainability.
- **Relevance to County Program Priorities (15 PTS):** The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- **Organization's Service to the Community (10 PTS):** The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- **Project Budget (10 PTS):** The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- **Application Completeness & Clarity (10 PTS):** The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's

operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capacity Building.

### Special Programs & Projects

This subcategory is intended to provide funds for arts, culture, and/or heritage programs and projects that support the overall priorities of the grant program including: community benefit, strengthening arts and culture, and promoting diversity. It is also meant to support and provide capital for new and innovative projects. This subcategory is **NOT** for ongoing support of events or activities where the primary focus is fundraising.

#### Evaluation Criteria:

- *Artistic/Cultural Merit (10 PTS):* The application demonstrates merit of the project or program through the quality, scope and innovation of the program; expertise and experience of key artistic, curatorial and technical personnel; reputation and history of the organization, its programs and services; track record of providing high quality programs.
- *Community Impact (10 PTS):* Project or program demonstrates reach and/or depth of engagement in an identified community. Project is responsive to the community to be served. Execution and evaluation strategy involves significant community participation and innovative thinking in accordance with the identified project outcomes.
- *Project Design (10 PTS):* Project design indicates realistic timeline, innovative artistic and community-based objectives and achievable outcomes. Design articulates methods to evaluate and measure success, collect and analyze data, and document activities. Design demonstrates depth of participant involvement and clear plans for community outreach and marketing.
- *Relevance to County Program Priorities (15 PTS):* The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Capacity to Manage & Implement (10 PTS):* The organization has demonstrated the ability to implement the proposed project or program through: expertise and experience of the project team; financial stability of the organization and/or previous project(s); ability to document/provide evidence of participation and outcomes; ability to document/provide evidence of committed partners or collaborators; board and/or volunteer support of the organization; and, as necessary, capacity to attract additional outside support – financial, in-kind, volunteer, etc.
- *Project Budget (10 PTS):* The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.
- *Application Completeness (10 PTS):* The narrative and support materials clearly demonstrate a thoughtful and complete application. The organization's operating budget is complete and clear. Project clearly related to the Grant Guidelines for Special Programs & Projects.

## Capital Improvement

This subcategory is intended to provide funds for capital and technological expenses for organizations that: own the building that houses their operations; rent or lease from a public or private entity and can demonstrate a strong commitment to remaining in the facility for a number of years. A strong commitment may be demonstrated by a long-term lease, letter of intent from landlord committing to the organization, history, and at least five years of operating at the facility, etc.

These funds are available in three subcategories:

1. *Facility Improvements*: This is intended to provide for property or structural improvements for organizations that own/operate their own facilities, i.e. museums, performing art centers, theaters, etc. Funds are available for maintenance, adaptive changes, upgrades, and other facility issues related to maintaining or enhancing publicly available space for artistic, cultural, and heritage programming.
2. *Technology Upgrades*: This is intended to provide for technological, software, and technical equipment upgrades necessary for the growth, efficiency, or program expansion of the organization.
3. *Equipment for Traveling Organization*: This is intended to provide for equipment necessary to produce a performance outdoors or at venues not equipped for performance.

### Evaluation Criteria:

- *Project Relevance to Organizational Need (15 PTS)*: Proposal demonstrates the fundamental merit, potential for success and/or effectiveness of the project request. Applicant clearly demonstrates how the capital improvement or technology upgrade will address an important organizational need and improve audience service. Successful applications will demonstrate the proposed impact to the organization as well as the end-user.
- *Project Viability & Leadership (10 PTS)*: How convincingly does the proposal communicate the ability of key personnel and any consultants to manage and administer change and growth. Applicant clearly demonstrates ability to implement project and its potential for improvement to the organization's operation, efficiency and/or sustainability.
- *Relevance to County Program Priorities (15 PTS)*: The degree to which the request serves the overall priority goals of the grant program, including: serving a strong program that benefits the community, strengthening the arts and culture ecosystem, demonstrating an organization's viability and dedication to the public interest, and promoting diversity through the request and/or organization.
- *Organization's Service to the Community (10 PTS)*: The organization clearly demonstrates a priority to serving the community as evidenced by the organizational mission, the strengths of their programs, outreach strategies, and communications such as website, newsletters and other such initiatives.
- *Project Budget (10 PTS)*: The budget has been well thought-out and separated into appropriate line items and includes quotes for services. The budget is adequate for the program success.



- **Application Completeness & Clarity (10 PTS):** The narrative and support materials clearly demonstrate a thoughtful and complete project design. The organization's operating budget is complete and clear. Project clearly relates to the Grant Guidelines for Capital Improvements.

## Leadership & Professional Development

This category is intended to provide support for nonprofit staff and boards in governance and management training, skills development, and professional coaching.

### Evaluation Criteria:

- **Quality of Learning Activity (30 PTS):**
  - i. Strength of the professional development activity and institution that are central to the outcomes of the proposed learning activity.
  - ii. Degree to which the participant's learning activity is appropriate for the individual and to the organization.
- **Organizational Impact (20 PTS):** Degree to which the applicant demonstrates the short and long term impact and benefits of the activity on the individual(s) and organization.

## What We Do Not Fund

Grants will not be awarded to the following groups or for the following activities/uses:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Organizations not in compliance with Napa County Arts, Culture, &amp; Heritage Grant Program requirements (as stipulated in the grant agreement)</li> <li>• Normal operating expenses, staff, salaries, ongoing marketing and advertising expenses, or equipment purchases that do not directly pertain to a <i>Capital Improvement</i> request</li> <li>• Individuals</li> <li>• For-profit organizations</li> <li>• Other government agencies</li> <li>• Projects with religious or sectarian purposes</li> <li>• Organizations or activities that are part of the curricula base of schools, colleges, or universities</li> </ul> | <ul style="list-style-type: none"> <li>• Indirect costs of schools, colleges, or universities</li> <li>• Trust or endowment funds</li> <li>• Purchase of land or buildings</li> <li>• Out-of-state travel activities, except under <i>Leadership &amp; Professional Development</i></li> <li>• Hospitality or food costs</li> <li>• Expenses incurred before the start or end date of the grant</li> <li>• Funding for special events or fundraising events</li> <li>• Gifts</li> <li>• Administrative costs associated with fiscally sponsored groups or projects</li> </ul> |
|---|---|

## **Napa County Arts & Culture Advisory Committee Decision-Making**

The Napa County Board of Supervisors make the final authority for grant decisions. Subsequent to receiving and reviewing the ACAC's ranking recommendations, the Board of Supervisors will consider the Committee's recommendations and make final funding decisions at a public meeting. If approved by the Board of Supervisors for support, grant amounts may differ from the request amount due to the level of funding available to the program, demand on that funding, and/or the rank a proposal receives from the Committee review.

## **Required Documents**

Please see the 2023-24 Grant Application Form for the full list of required and optional documents, information, and narrative questions. The following supporting documents are required for any and all requests:

1. 2023-24 Grant Application Form
2. IRS Letter of Determination
3. Operating budget and profit & loss (actuals) for FY 2021-22. Operating budget and year-to-date profit & loss (actuals) for FY 2022-23. If your fiscal years are calendar years include 2021, 2022 and 2023 year-to-date.
4. Quotes for services
5. Two years of most recent 990 Tax Return
6. Statement of Non-discrimination Policy
7. If applying for a collaborative grant, provide written letter of support from request partner(s)

For 2022-2023 Grant Recipients Only: Applicants who received funding in the 2022-2023 grant cycle may still apply for grant funding and will be required to submit a concise overview of how awarded funds were utilized, including metrics of success.

## **How to Apply**

Submit the completed 2023-24 Grant Application Form with the required and optional documents at <https://artscouncilnapavalley.submittable.com/submit/235464/2023-24-napa-county-arts-culture-heritage-grant-application>.

**APPLICATION DEADLINE: February 22, 2023**

Requested Grant Amounts for Main Category 1: Tourism Generating Arts and Culture Organization													
Name of Organization	Subcategory	Use of Grant Funds	Amount Requested	Andrea	James	Evyy	David	Jesse	Teresa	Jeff	Average Score	%	Award Recommendation
Music in the Vineyards	Special Programs & Projects	Education and Community Engagement program: MITV Connects. Designed to build on the success of existing MITV programs, MITV Connects will consist of three core components: a new Junior Fellows program for high school students coached by MITV professionals; an expanded series of community outreach performances; and an expanded series of family-friendly and educational offerings for the public.	\$18,755	N/A	65	67	73	75	74	60	69.0	92.0%	\$18,755
Napa Valley Festival Association	Special Programs & Projects	How I See Music - An educational workshop, visual arts exhibition, and live music performance. Starting with a series of music-driven deep listening and spontaneous painting workshops for students and seniors it then culminates in the exhibition of a curated selection of artwork created by workshop participants projected on largescale LED screens onstage at Festival Napa Valley. Includes monthlong admission free multimedia gallery installation at CIA/Copia of artwork produced in the workshops.	\$27,500	N/A	75	66	67	72	75	58	68.8	91.8%	\$27,500
Napa Valley Museum	Special Programs & Projects	seven exhibitions covering art, culture, geography, ecology, and climate change: - Tiki Dreams: From Faraway Fantasy to Pop Culture Phenomenon - The Great California Road Trip 1962 - Pollyanna Valley - Buzzed: the Beauty and Nature of Bees - Regional Artist Showcase - Annual Student Art Show - Wildflower Watercolors by Sophie Alstrom Mitchell	\$27,500	N/A	65	66	73	72	68	63	67.8	90.4%	\$27,500
di Rosa Preserve	Capital Improvement	Funding to build upon the ADA and facilities safety improvements from the 2022-23 ACAC grant. Includes two essential projects: continued renovation of the stairway between the Courtyard and Gallery 2, and the installation of automated ADA door openers for the rear entrances to Gallery 1, Gallery 2, and the Residence.	\$25,000	N/A	60	70	67	68	53	57	62.5	89.3%	\$25,000
di Rosa Preserve & Shakespeare Napa Valley	Collaborative	Shakespeare Summer Stroll - program provides a site-integrated presentation of scenes and monologues from some of Shakespeare's most beloved plays, interwoven with the outdoor sculptures and spaces at di Rosa.	\$20,000	N/A	70	58	69	70	61	64	65.3	87.1%	\$20,000
Napa County Historical Society	Special Programs & Projects	A City of Immigrants: Building Heritage Tourism - an exhibition that explores the tapestry of historic documents, ephemera, and heirloom stories regarding Napa Valley's historic immigrants and their contributions to our cultural landscape. The exhibit draws upon the collections of the Valley's heritage organizations and sets up displays at multiple locations building powerful narratives about the diverse populations and often untold stories of Napa.	\$17,325	N/A	75	67	60	69	73	44	64.7	86.2%	\$17,325
Napa County Historical Society / St. Helena Historical Society / Napa Valley TV	Collaborative	Building Heritage Tourism in Napa Valley - creates a collaboration between the NCHS and SHHS with partner Napa Valley TV that employs core organization programs including lectures, exhibits, and a heritage poster to amplify outreach, coordinate strengths and expertise, and create a new product that showcases Valley heritage.	\$18,634	N/A	70	67	66	71	62	43	63.2	84.2%	\$3,394
Napa Valley Shakespeare Festival	Special Programs & Projects	Echoes of the Napa Valley: Tulocay Project - brings history to life through a free location-activated audio tour with sites throughout Napa. By downloading the free app Otocast, these performances may be accessed by walking, driving or listening from your home to original pieces commissioned from writers inspired by many of the fascinating stories that woven together create a tapestry of the early Napa Valley.	\$3,750	N/A	64	54	71	70	44	50	58.8	78.4%	\$0

di Rosa Preserve	Leadership & Professional Development	A series of cultural competency workshops provided by Xulio Soriano and Movimiento Cultural de la Union Indigena. Trainings provide opportunity for staff to come together with the common goal of gaining cultural competency and cultural sensitivity.	\$1,600	N/A	50	30	50	50	14	30	37.3	74.7%	\$0
Napa Valley Writer's Conference	Special Programs & Projects	5-day community programming - classes feature the work of the faculty poet and fiction writer who read publicly each evening. Also includes a free "poetry encounter," in which members of the public can drop in for an hour of brief readings, mini-talks, and fun poetry-writing exercises.	\$10,785	N/A	40	41	71	60	51	55	53.0	70.7%	\$0

**Total Tourism Generating Funds Available:** \$139,474  
**Total Amount Requested:** \$170,849  
**Total Recommended Grant Awards:** \$139,474  
**Remaining Balance:** \$0

Requested Grant Amounts for Main Category 2: General Arts and Culture Organization													
Name of Organization	Subcategory	Use of Grant Funds	Amount Requested	Andrea	James	Evvy	David	Jesse	Teressa	Jeff	Average Score	%	Award Recommendation
Lunchtime Productions (Cafeteria Kids Theater)	Leadership & Professional Development	Broadway Teachers Workshop - annual conference designed to inspire teachers and directors with new teaching methods, enhanced production skills and an exchange of ideas with peers and professional Broadway artists behind the scenes on Broadway in New York City. Over three days, participants see four Broadway shows and have their choice of 18 workshops & master classes with Broadway's finest artists as well as peer networking.	\$2,500	50	50	N/A	50	50	50	45	49.2	98.3%	\$2,500
Napa Valley Youth Symphony	Leadership & Professional Development	Attend Orchestra Management Essentials Curriculum - explores all aspects of orchestra administration and the changing nature of orchestras. Participants gain an understanding of what constitutes essential work in each of the functional areas of orchestra management in an environment that encourages robust interrogation of norms in our field and new thinking about the future.	\$2,500	50	50	N/A	50	N/A	50	43	48.6	97.2%	\$2,500
Lucky Penny Productions	Capital Improvement	Replace existing incandescent stage lighting with new era LED stage lighting to achieve a significant reduction in electrical consumption and cost and reduce heat load in our theatre space.	\$17,500	70	70	N/A	68	63	70	58	66.5	95.0%	\$17,500
E & M Presents	Special Programs & Projects	Two touring shows for kids and families - The Okee Dokee Brothers, an independent American bluegrass and American roots children's music duo from Minneapolis and five-time Parents' Choice-award winners Lightwire Theater will bring one of its classic works, "Dino Light," for two matinees.	\$7,500	66	71	N/A	75	74	68	69	70.5	94.0%	\$7,500
American Canyon Arts Foundation	Capacity Building	Update ACAF's 2015 Marketing Plan, and enhance ACAF's social media efforts, to improve promotion of the Arts Foundation's ongoing artistic & cultural events, and activities.	\$1,500	64	70	N/A	70	68	70	52	65.7	93.8%	\$1,500
American Canyon Arts Foundation	Special Programs & Projects	Arts and Culture Series - 4 programs highlighting distinct artistic and cultural areas: 1) 2nd Annual Juneteenth Celebration; 2) Hispanic Heritage Celebration; 3) Philippines Speaker Series; 4) American Canyon's Battle of the Bands	\$6,000	69	73	N/A	75	73	75	42	67.8	90.4%	\$6,000
Napa Public Access Cable Television	Capacity Building	Funds for a professional fund-raising organization to design a plan to raise the funds needed to purchase a much-needed permanent home for the Organization. Napa Valley TV will then match those funds, as well as seek grants from other sources, to pay for a professional team to implement the plan.	\$15,000	68	58	N/A	61	69	60	60	62.7	89.5%	\$15,000
Napa Valley Youth Symphony	Special Programs & Projects	Camp Cazadero Retreat and NVYS Peer Mentors - Annual music camp retreat for musicians to begin forming a bond with one another while receiving a pre-season intensive coaching session. Retreat will transform into an experience that enriches their musical education while launching peer-mentoring program that will solidify team-building and musical skill coaching.	\$17,500	62	61	N/A	74	N/A	72	66	67.0	89.3%	\$17,500

Nimbus Arts	Special Programs & Projects	Mosaic Stone Stacking - collaboration with Mentis and its TeensConnect program, to serve a cohort of young people aged 12 to 24 who were significantly impacted by pandemic restrictions, wildfires, and other recent events. Stone stacking is an ancient reflective and meditative art form spanning many cultures around the world, emphasizing stability and strength and paralleling goals for mental health and wellness. The TeensConnect cohort will learn mosaic design, fabrication and instruction and they will be activated to serve as artist-instructors to 600+ Napa County community members. They'll create hundreds of mosaic elements, each communicating a personal expression, viewpoint or message. These elements will be combined to create massive stone forms that will be mounted into a public art installation, surrounded by smaller stones to encourage others to create their own stone stack.	\$27,500	73	75	N/A	55	69	66	63	66.8	89.1%	\$27,500
Lunchtime Productions (Cafeteria Kids Theater)	Special Programs & Projects	Junior musical production class in Spring of 2024 for students ages 7-13. The show, James and the Giant Peach Jr. would be produced at Napa Valley College. Rehearsals and performances would be held at Napa Valley College Performing Arts Center Studio Theater with two weekends of performances open to the public.	\$12,800	67	68	N/A	74	73	75	42	66.5	88.7%	\$12,800
Shakespeare Napa Valley	Special Programs & Projects	Spanish Language production of Es Una Vida Maravillosa, with performances on weekends, December 1-10, in the Napa Valley College Studio Theater. All public performances will be offered free of charge.	\$7,500	65	63	N/A	73	71	66	60	66.3	88.4%	\$7,500
Nimbus Arts	Leadership & Professional Development	Hire a local law firm (SMT Law, Santa Rosa) with deep nonprofit experience to work closely with the Nimbus Arts board of directors, Executive Director and Office Manager to develop and publish new bylaws.	\$2,500	40	50	N/A	48	50	45	32	44.2	88.3%	\$2,500
Friends of the Cameo (Cameo Cinema Foundation)	Special Programs & Projects	Water: Essential in Art and Life - four-part program explores the essential role of water both as a vital component for all life forms and as an inspiration for myriad forms of art - from painting to photography, music, film, literature and sculpture. Through films, speakers, exhibits, workshops and a live-streamed interactive visit to Monterey Bay, program will bring awareness and appreciation of the inspirational aspect of our oceans, rivers and bays.	\$16,365	56	67	N/A	69	69	75	61	66.2	88.2%	\$16,365
Bel Canto	Special Programs & Projects	Student Artist in Residence (STARS) Program - A scholarship/internship program open to high school junior/senior, or college undergrad, who is pursuing a music education. Student selected for will be an integral part of the ensemble for the Fall semester and will attend weekly Tuesday evening rehearsals, perform with the group at our Holiday concert series, and be show-cased at one of the concerts. Amount requested for this portion is \$4,000.  Concert Musician Offset Program - intended to help offset the cost of professional instrumental musicians who accompany both concert series each year. Amount requested for this portion is \$3,500.	\$7,500	68	58	N/A	72	75	66	55	65.7	87.6%	\$7,500
Napa Valley Unified Educational Foundation	Special Programs & Projects	Music Connection's Música Project - will expand music equity in Napa County by providing youth music education and exploration through a Mariachi music strand, providing cultural representation for Mexican American youth. As with all Music Connection programs, the project will provide free/low-cost access to quality musical instruments and free music education opportunities for young musicians in Napa County.	\$27,500	60	50	N/A	74	70	75	60	64.8	86.4%	\$22,277
Napa Valley Chamber Orchestra	Special Programs & Projects	A Women's Day Concert - program consists of orchestral works by classical women composers of different centuries, including contemporary, with a female soloist. We would also project videos/photos of female artists' works, and include a commentary in the program about women in music in general as well as information on the specific composers playing.	\$7,500	53	57	N/A	72	72	69	61	64.0	85.3%	\$0

Valley Players	Special Programs & Projects	Valley Players 2023 season of shows - August: Osage County by Tracy Letts and Men on Boats by Jaclyn Backhaus.	\$5,000	55	53	N/A	73	71	67	64	63.8	85.1%	\$0
Napa Valley Art Association	Capital Improvement	Equipment needed to establish and maintain a Clay and Glass Center in Napa for use by those wanting to learn ceramic, glass and mosaic disciplines and for those who already have the needed skills in these disciplines, a place to independently create their works in a studio setting, including firing services.	\$17,500	50	50	N/A	68	67	65	57	59.5	85.0%	\$0
Rail Arts District Napa	Special Programs & Projects	Collaboration with Napa artist Kristina Young to install the Napa Quake Mosaic (NQM) on a train car in the RAD. NQM is a community-built, artist-led project created to document and honor the people who were affected by the 2014 earthquake, and the 2017 and 2020 Napa fires. NQM was designed by Kristina Young and created by over 2,000 community members who fabricated the artwork out of donated household objects broken during the above natural disasters.	\$7,500	75	60	N/A	58	64	68	54	63.2	84.2%	\$0
Teach Truth CA	Special Programs & Projects	The 100 Plaques Project - will identify key cultural heritage sites in the valley, work with descendants and representatives of the original inhabitants, and design visual displays for the public. Begins with four plaques in 2023 but will progress to address later groups who have moved through and disappeared from public discourse.	\$7,250	62	64	N/A	65	70	60	50	61.8	82.4%	\$0
Nimbus Arts & Mentis Teens Connect	Collaborative	Same project as SP&P request	\$18,000	72	35	N/A	55	60	50	59	55.2	73.6%	\$0

**Total General Arts & Culture Funds Available:** \$166,442  
**Total Amount Requested:** \$234,415  
**Total Recommended Grant Awards:** \$166,442  
**Remaining Balance:** \$0

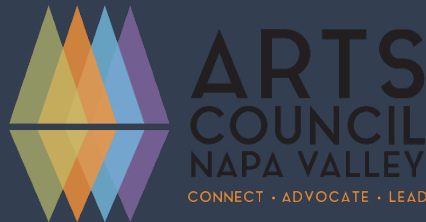
# NAPA COUNTY ARTS & CULTURE GRANT PROGRAM

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Grant Award Recommendations

May 16, 2023

In Partnership with





# NAPA COUNTY ARTS & CULTURE ADVISORY COMMITTEE

Established by the Napa County Board of Supervisors in 2012

Composed of 8 representatives whom conduct and oversee the grant program and make recommendations to the Board of Supervisors on grant awards

Napa County partners with Arts Council Napa Valley to advise on and implement the grant program



**ARTS  
COUNCIL  
NAPA VALLEY**  
CONNECT • ADVOCATE • LEAD



# GRANT PROGRAM GOALS

- Invest in organizations that benefit the community & draw visitors to Napa County
- Support organizations that demonstrate viability and dedication to the public interest
- Support organizations that promote a diverse array of objectives, including:
  - Populations Served
  - Artistic Discipline and/or Genre Representation
  - Cultural Representation
  - Geography
  - Public Impact
  - Accessibility



**ARTS  
COUNCIL**  
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# GRANT PROGRAM FUNDING

Transient Occupancy Tax (TOT), also known as the “hotel tax,” funds the grant program and **\$305,916** is available for Fiscal Year 2023-24

**Tourism Generating Arts and Culture Grants: \$139,474** *(Includes \$1,396 carried over from previous grant cycle)*

**General Arts and Culture Grants: \$166,442** *(Includes \$28,364 carried over from previous grant cycle)*



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NAPA VALLEY**  
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# FUNDING CATEGORIES

**Main Category 1 – Tourism Generating Arts & Culture Organization:** For organizations that earn at least 20% of their income from visitors or generate 20% of their patronage/attendance from zip codes outside of Napa County.

## Subcategories:

- Capacity Building
- Special Programs and Projects
- Capital Improvement

**Leadership & Professional Development:** Provides support for nonprofit staff and boards in governance and management training, skills development, and professional coaching.

**Main Category 2 – General Arts & Culture Organization:** For organizations that primarily focus on arts and culture activities for residents of Napa County.

## Subcategories:

- Capacity Building
- Special Programs and Projects
- Capital Improvement



# MAXIMUM GRANT REQUESTS

## *Main Category 1 & 2:*

- The maximum request is based on an average of the organization's annual operating budgets from the last 2 years.

Operating Budget 2-Year Average	Maximum Request Amount
Small: up to \$100,000	\$7,500
Mid-Sized: greater than \$100,000 but less than \$500,000	\$17,500
Large: above \$500,000	\$27,500

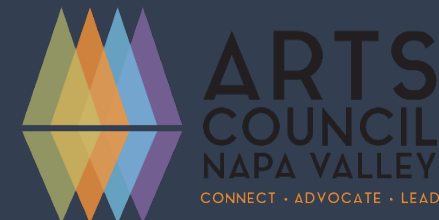
## *Leadership & Professional Development Category:*

- Maximum award is \$2,500, regardless of budget size.



# COLLABORATIVE REQUESTS

- Organizations may partner on a Special Programs & Projects request in addition to their individual proposals.
- **Maximum Award Amount:** \$20,000 regardless of budget size



# COMMITTEE RECOMMENDATIONS

- Received **31 proposals** from 26 non-profit organizations
- **Total Amount Requested:** \$405,264
- **Amount Available for Award:** \$305,916
- **Recommendation:**
  - Award 20 proposals full funding and 2 proposals partial funding
  - \$139,474 in the Tourism Category and \$166,442 in the General Category



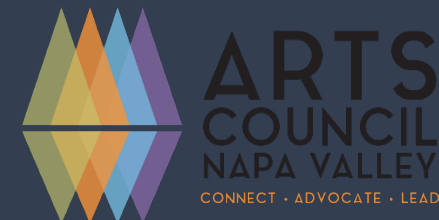
# RECOMMENDED GRANT RECIPIENTS

## General Category:

- Lunchtime Productions
- Napa Valley Youth Symphony
- Lucky Penny Productions
- E & M Presents
- American Canyon Arts Foundation
- Napa Public Access Cable Television
- Nimbus Arts
- Shakespeare Napa Valley
- Friends of the Cameo
- Bel Canto
- Napa Valley Unified Educational Foundation

## Tourism Category:

- Music in the Vineyards
- Napa Valley Festival Association
- Napa Valley Museum
- di Rosa Preserve
- Napa County Historical Society
- St. Helena Historical Society
- Napa Valley TV





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# QUESTIONS

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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0832

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**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Becky Craig, Assistant County Executive Officer  
**SUBJECT:** Update on Future Agenda Items

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### **RECOMMENDATION**

Interim County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of May 2, 2023, and will request discussion and direction regarding the following requests:

1. Invite Generation Housing for Board Presentation on 2024 Affordable Housing Bonds ballot item and consultation services;
2. Provide update on Affordable Housing Program funding;
3. Prepare and introduce a safe weapons storage ordinance;
4. Determine when SB 1226 applies for application of building code to non-permitted construction; and
5. Provide update on Regional Climate Action Plan funding.

### **EXECUTIVE SUMMARY**

Members of the Board of Supervisors have the opportunity at each Board meeting to request items be placed on future agendas for discussion. Because the specific topics requested were not on the agenda, the Board members did not have the opportunity to discuss the requests at the time due to the Brown Act. Five requests were made for Board consideration. Staff requests the consideration and possible direction for the requests made at the May 2, 2023 Board of Supervisors meeting.

### **PROCEDURAL REQUIREMENTS:**

1. Staff Report.
2. Public Comment.
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**

To ensure requests for future agenda items are addressed in a timely manner, and all Board members can provide feedback before significant County resources are invested in such requests, staff is seeking direction from the Board on the following requests made at the May 2, 2023, Board meeting.

1. The first request is to invite Generation Housing for Board Presentation on 2024 Affordable Housing Bonds ballot item and consultation services. This non-profit focuses on policy and funding advocacy to increase the diversity and affordability of housing in Sonoma County and are interested in expanding regionally. Generation Housing is expected to provide public outreach and engagement for the 2024 regional housing bond measure.

Generation Housing has produced comprehensive reports for Sonoma County, including Making the Rent: the Human Price of Housing Cost Burden and 2023 State of Housing in Sonoma County. The organization is interested in preparing the reports for other counties at costs of approximately \$100,000 each. Staff could schedule the presentation for a June board meeting. Funding for studies would be from Affordable Housing revenues.

2. The second request is to provide an update on Affordable Housing funding sources. The FY 2023-24 FY Recommended Budget presentation in June will provide an accounting of the fund, but the format does not provide for an in-depth policy discussion. Staff recommends the Board schedule a workshop this summer for comprehensive presentation and discussion of the Affordable Housing Program.

3. The third request is to prepare a safe weapons storage ordinance for board consideration. The intent is to message safe storage of firearms. County ordinances are civil and generally enforceable by code enforcement. The Sheriff's Department anticipates minimal application because the penal code provides for issuance of warrants if the alleged violation is a felony, which this is not. An alternative is for the Board to direct staff to prepare a message campaign about the benefits of safely securing firearms.

4. The fourth request is to request staff research the applicability of SB 1226 for application of building code to non-permitted construction. Staff will need approximately 100 hours to prepare a report for the Board

that would be available this summer.

5. The fifth request is for staff to provide an update regarding funding of the Regional Climate Action Plan. In March of this year, the County and Napa County Resource Conservation District (NCRSD) submitted a joint application to the Integrated Climate Adaptation and Resiliency Program (ICARP). The request was for \$595,500 to conduct public outreach and prepare a Regional Climate Action Plan (RCAP). The application would not include funding for any California Environmental Quality Act (CEQA) document required for the RCAP. The grant passed the first round of review and is currently being evaluated by the Interagency Review Panel. A decision is expected by June, 2023. Request for funding have also been submitted to Senator Dodd's and Assemblymember Aguilar-Curry's offices. Staff recommends the Board schedule an update in July after more information is available.

Today's presentation provides the Board an opportunity to discuss the requests and to provide staff direction. A report is attached outlining which departments will be impacted by the requests if the Board directs further study and the estimated workload, if available. The report also provides the status of outstanding directives.

		Departments														
	Future Agenda Item	Recommend return to BOS	Total projected hours	Ag Comm	Assessor Recorder County Clerk	CEO	County Counsel	Fire	Housing	ITS	Risk/OES	PBES	PW	Sheriff	Treasurer Tax Collector	County Registrar
Pending Board Review																
A	Invite Generation Housing for Board Presentation on 2024 Affordable Housing Bonds ballot item and consultation services	Jun-23	3			X	X		X							
B	Safe Weapons Storage Ordinance	Jul-23	10			X	X									
C	Non-Permitted Construction Applicable Code Determination	Summer 2023	100				X					X				
D	Affordable Housing Program funding	Summer 2023	40			X	X		X							
E	Regional Climate Action Plan funding	May-23	0			X										
Board Direction Given																
1	Commercial solar facilities on agriculturally zoned land	unknown	40			X	X					X				
2	Review of left turn lane standards	unknown	100			X	X						X			
3	Consider certain priorities in recommended budget	Jun-23	N/A			X										
4	Review Campaign Contribution Limits	Jun-23	100			X	X									X
5	Senate Bill 1439 System Solution	Mar-23	unknown				X			X						

If cell is highlighted in green, the original date has been updated by staff



# 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:** 5/16/2023

**File ID #:** 23-0520

**TO:** Board of Supervisors  
**FROM:** Jon Gjestvang - Chief Information Officer - Information Technology Services  
**REPORT BY:** Elena Guzmán - Staff Services Analyst I  
**SUBJECT:** Status Report of Enterprise Resource Planning System - Tyler Munis

### **RECOMMENDATION**

Chief Information Officer, Auditor Controller and Director of Human Resources shall provide a status report regarding the implementation of Financial and Human Capital Management (HCM) Enterprise Resource Planning (ERP) system Tyler Munis.

### **EXECUTIVE SUMMARY**

The County began implementation of Tyler Munis ERP System in 2020 and most financial and human capital management functions are fully operational. The team will provide a status report of the project to date and what is yet to be completed.

### **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 of CEQA Guidelines) and therefore CEQA is not applicable.

### **BACKGROUND AND DISCUSSION**

On March 10, 2020, the Board of Supervisors approved Agreement No.200281B with Tyler Technologies for implementation and hosted software services of a new Countywide Financial and Human Resource ERP system in the amount of \$4,103,352.

On September 1, 2020, the agreement was amended to remove the change management services and the "Evolution Plan" that Tyler Technologies would have prepared. Removing these services reduced the contract by \$15,900.

On September 15, 2021, the agreement was amended to reclassify unused data conversion hours, from Phase I -


Financials, to implementation hours in the amount of \$29,400. There was no change in the contract terms or amounts.

On June 21, 2022, the agreement was amended to allow for a 6 month go-live extension of the HCM system implementation at an additional cost of \$295,200, offset by unused data conversion hours From Phase II - HR/Payroll in the amount of \$32,900. In addition, the amendment provided for the purchase of the Tyler Technologies' eProcurement software and related professional services in the amount of \$48,992. The new maximum contract was increased to \$4,398,744 for these two actions.

On October 12, 2022, the agreement was amended to include the purchase of two new modules: Open Finance and Data Insights for a total cost of \$222,500, bringing the new contract maximum to \$4,621,244.

There are still a few items that we are working on including additional functionality in HCM with evaluations, benefit open-enrollment and case management, and Finance in the areas of grants, e-procurement, capital assets, accounts receivable billing, and the data portal with Open Finance.

The overall project budget remains at \$6,315,000, but with savings from travel costs due to the restrictions during COVID-19, as well as realizing costs using our current staffing more than anticipated, the Team anticipates the project will come approximately \$1 million under budget.




A Tradition of Stewardship  
A Commitment to Service

# Napa County Financial and Human Resources Software Project

BOS Update 05/16/23

1

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A Tradition of Stewardship  
A Commitment to Service


## OVERVIEW

1. Recap of Events
2. Opportunities and Challenges
3. Benefits and Outcomes
4. Project Financial Summary

2

2






A Tradition of Stewardship  
A Commitment to Service

## Procurement Process/Contract RECAP OF EVENTS TO DATE

- Aug 2017 Released an RFP to procure a Consultant, GFOA was selected in Oct
- Jan-Jul 2018 Documented current and best practice future business processes and system requirements
- Nov 2018 Released an RFP for ERP Software systems and implementation services, responses due Jan 2019; 6 proposals were received
- Jan 2019 Evaluation and Selection of 3 top vendors – with input from over 50 participants
- Mar 2019 Vendor Demos over 3 weeks – with input from over 90 participants
- Apr-Jul 2019 Project Management Team Analysis
- Aug 2019 Elevation of 2 Vendors for Discovery
- Aug-Sept 2019 Project Management Team selected top vendor through a robust evaluation process
- Oct-Feb 2020 Team conducted reference checks and negotiated a contract.
- Mar 2020 Board awarded contract to Tyler Technologies

3

3



A Tradition of Stewardship  
A Commitment to Service

## Project Implementation Phase I RECAP OF EVENTS TO DATE


Phase I - Financials

- Apr-Aug 2020: SaaS system implementation; project documentation; current state/fundamentals/future state analysis involving key stakeholders within the County and Special Districts
- Sep 2020-Feb 2021: Configuration; system design; build and validate chart of accounts; build and validate vendor file; begin set up of security and workflow
- Mar 2021-Jul 31, 2021: End user training and workflow set up
- Jul 1, 2021: County is LIVE on Tyler Financials
- Aug 1, 2021: County utilizes Tyler Budget module for 2022-23
- Financials Phase I is complete!

\*ACO and Purchasing to continue to roll out functionality over the next 2 years (Grants, E-procurement, capital assets, account receivable billing, Open Finance)  
CEO continues to roll out Budget Development for 2023-24.

4

4



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A Commitment to Service

## Project Implementation Phase II RECAP OF EVENTS TO DATE


Phase II – Human Resources and Payroll

- Apr 2021-Dec 2022: Configuration; system design; build and validate all employee tables and schedules; parallel testing; set up of security and workflow
- Jun-Dec2022: Continue parallel testing; train end-users
- Dec 10, 2022: County is LIVE with Tyler HCM (Human Capital Management) module for Payroll and Time Entry
- Mar 1, 2023: County is Live with Employee Expense Reimbursement Module
- Phase II – HR/Payroll complete!

\*HR to continue to roll out functionality over the next year (evaluations, benefit open-enrollment, case management) ACO to complete W2's and other tax reporting for calendar year 2023

5

5



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## BENEFITS/OUTCOMES- Phase I

- More efficient tracking of purchases
- Elimination of redundant data in the system
- Much less paper! All electronic and at everyone's fingertips
- Easy access to data, drill down functionality
- Greater internal controls and segregation of duties
- Efficiencies in transaction approvals, audit trails
- Employee Self Service provides access to all
- Cloud system allows easier remote access

*County Goal: Effective and Open Government – Strengthen effective, efficient and fiscally responsible County operations*

6

6



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## OPPORTUNITIES/CHALLENGES

### Opportunities


- Provides the chance to clean up outdated or redundant processes and daily practices
- Creates a sense of community amongst peers as they lean on one another to learn together
- Future Modernization

### Challenges

- Change can creates fear/confusion for many people
- Bugs in the system...with all new implementations, there are always hiccups and requires updates and patches

7

7



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### Project Budget Summary As of May 16, 2023

	Original Project Budget	Revised Project Budget	Total Paid	Balance Remaining	% Complete
Implementation - Financials	\$ 1,159,235	\$ 1,159,235	769,472	389,763	90%
Implementation - HR/Payroll	1,091,900	1,354,200	967,253	386,947	80%
E-Procurement	-	12,700	-	12,700	50%
Open Finance/Data Insights	-	47,000	29,114	17,886	40%
3 yrs Annual Maintenance	1,148,865	1,307,957	1,307,957	-	100%
GFOA Consulting	250,000	250,000	25,763	224,237	50%
Equipment	85,000	85,000	47,439	37,561	90%
Additional Staffing (Est)	2,250,000	1,768,908	450,000	1,318,908	75%
Contingency	330,000	330,000	-	330,000	
<b>Total Project Budget</b>	<b>\$ 6,315,000</b>	<b>\$ 6,315,000</b>	<b>\$ 3,596,998</b>	<b>\$ 2,718,002</b>	

8

8



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QUESTIONS?

9



# 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:** 5/16/2023

**File ID #:** 23-0289

**TO:** Board of Supervisors  
**FROM:** Anthony Halstead- Director of Library Services and Community Outreach  
**REPORT BY:** Michelle Carreon - Staff Services Analyst  
**SUBJECT:** Appointment of Napa County's Poet Laureate

### **RECOMMENDATION**

Director of Library Services and Community Outreach requests the following actions:

1. Appointment of Aisha Rivera to serve as the Poet Laureate for a two-year term to commence May 16, 2023; and
2. Approval for the Chair to sign a letter of appreciation to Marianne Lyon for her service as past Poet Laureate.

### **EXECUTIVE SUMMARY**

In February, Napa County Library (NCL) announced a "Call for Nominations" for the next Napa County Poet Laureate. The Napa County Poet Laureate is appointed by the Board from a list of nominees developed by NCL and recommended by the Napa County Library Commission. The list of nominees is created through a competitive application process.

NCL interviewed four applicants and endorsed Aisha Rivera as Napa County Poet Laureate. The Napa County Library Commission reviewed the applications and concurred with NCL recommendation.

### **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

### **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 July 30, 2002, the Board of Supervisors established the honorary title of Napa County Poet Laureate. The Poet Laureate is nominated by the Napa County Library (NCL) through a prescribed process with a term of appointment of two years and appointed by the Board.

As an ambassador for poetry, the Poet Laureate is expected to promote citizens' awareness of poetry as well as heighten their appreciation of the art form. The Poet Laureate will strive to forge a meaningful connection between poetry and the populace, undertaking projects that make poetry more accessible to people in their everyday lives. During the Poet Laureate's two-year appointment, they will be expected to officiate at selected public gatherings, initiate a dialogue between poets and the community, inspire others in their writing and personal expression and bring recognition to the history and tradition of poetry in Napa County.

This past spring, NCL announced a "Call for Applications" for the next Napa County Poet Laureate. The Napa County Poet Laureate is appointed by the Board from a list of nominees developed by NCL. The list of nominees is created through a competitive application process. The applications were reviewed by the Library Commission at the May 4th, 2023, meeting and recommended that Aisha Rivera be appointed as the next Napa County Poet Laureate.

Attached are the applicant forms, application guidelines, NCL letter of recommendation and letter of appreciation.

Title	<b>Aisha Rivera</b>	03/13/2023
	by <b>Aisha Rivera</b> in <b>Napa County Poet Laureate - 2023</b>	id. 35956012
	<div>████████████████████</div> <div>Napa, California</div> <div>94559</div> <div>United States</div> <div>████████████████</div> <div>████████████████████</div>	

<b>Original Submission</b>	03/13/2023
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Applicant Full Name	<b>Aisha Rivera</b>
Email Address	████████████████████
Check to Confirm:	<b>Applicant is 18 years or older</b> <b>Applicant's primary residence is in Napa County, CA</b>
Phone:	████████████████
Street Address:	████████████████████ <b>Napa, CA 94559</b>
Mailing Address (if different from Street Address):	n/a
Why do you want to be the Poet Laureate?	<b>I have a passion for poetry, but also for diversity and giving back to my community. I believe that poetry can be a powerful tool to not only move us emotionally, but illuminate topics that we may otherwise not talk about. Diverse poetry that speaks about intersectional issues, I believe, can be the start of very important conversations. I also want to serve our community and be a Poet Laureate that supports diversity and positive social change. I want to see the written arts thrive and support the creative voices of those in our community. I have always been a poet, but I believe poets are born, made, and found every day. And even if one is not a poet, they can benefit from hearing or reading a really good poem.</b>
What would your top three priorities be as Poet Laureate?	<b>1. Inspire others in their writing and personal expression.</b> <b>2. Connect with the community and promote poetry as a form of expression for everyone.</b> <b>3. Create and perform new work that is relevant to our community.</b>

As Poet Laureate,  
how would you  
engage with the  
community?

**I would do my best to perform at public events when appropriate. At these events I hope to share poetry that is relevant to the community it is serving, opening the possibility to connect with attendees. When given the opportunity, I would use my platform to support the arts and speak on how Poetry connects us, enriches our lives, and allows us to express ourselves. I would actively support diversity and hope to incorporate the topic of poetry in places where it may usually not be discussed. Additionally, I would hope to reach poets of all backgrounds to once again prioritize diversity, equity and inclusion.**

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Proof of residence in Napa County, CA (Copy of official mail with applicant name and address)

[Copy\\_of\\_Residence.jpg](#)

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Letter of Intent

[Poet\\_Laureate\\_Letter\\_of\\_Interest\\_Aisha\\_Rivera\\_2023.pdf](#)

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Resume

[Resume\\_Aisha\\_Rivera\\_2023\\_1.pdf](#)

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Letter of Support/Recommendation

[JK-AishaLetter.pdf](#)

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5 Supporting Poems (Text, Video, or Audio format)

[Aisha\\_Poems\\_English\\_Final\\_1.pdf](#)

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# AISHA RIVERA

@gmail.com

March 13, 2023

Arts Council Napa Valley  
3299 Claremont Way, Ste 6  
Napa, CA 94558

To Whom It May Concern:

I am writing in response to the volunteer position of “Poet Laureate” for the County of Napa. I am interested in this position because I have a life-long passion for the arts, and for meaningful work that gives back to the community. I believe I am qualified for this position through a combination of my professional experience, education, and artistic background. I have 4+ years of administrative experience in government, LGBTQ centers, and arts nonprofits. I have a strong Arts background, including 2+ years of working with a nonprofit arts organization, 4+ years of experience in Theatre, and a degree in Theatre Arts, and 3+ years of writing and performing poetry/spoken word. I hope to not only write poetry that is meaningful, but contribute to the artistic community in Napa County in a way that is meaningful and supportive.

In addition to holding a full time job I have been able to participate in the arts and create work as well. I have been published in the Bilingual Anthology “Poetics without Borders/Poetica Sin Fronteras” which had a public launch and reading in Seattle, Washington. I have performed my poetry at local events such as the Dia de Los Muertos community event last year in 2022. I have also written and performed my poetry at the Climate Change Theatre Action event held in St Helena in 2021. I have also served as judge for two years in a row for Poetry Out Loud in Napa County. I am actively writing work and will continue to do so. Poetry, I believe, is something that can portray universal human experiences as well as illuminate intersectional struggles. I want to create poetry that is diverse, and I want to support the community to embrace and increase diversity in the written arts as well.

Diversity is important to me which is shown through my 2+ years of work experience for two separate LGBTQ resource centers. These centers greatly enriched my understanding of working with diverse populations and how to serve their needs. It also gave me valuable insight into how non-profits operate and how to help them thrive. Highlights from these positions include: leading diversity training on LGBTQ identity/experience (LGBTQ Connection) and producing, editing, and presenting the first video for the LGBTQ resource center (CSUF).

Finally, I also have a strong background in art which includes my current position as Equity & Inclusion Committee Head with Arts Council Napa Valley, my previous position as a grant consultant for ACNV, and a degree and 4+ years of experience in Theatre. I have facilitated equity roundtables, and created and analyzed surveys on diversity to improve ACNV’s mission to progress Equity & Inclusion. I worked closely with ACNV’s Board, reviewed grant applications, and consulted ACNV to ensure that secured funding would be allocated with a plan to increase diversity within the communities/artists they serve. Finally, my Theatre work has given me years of experience in high-pace dynamic collaborative environments

I strongly believe my unique experience makes me an excellent candidate for this position. I welcome the opportunity to discuss my qualifications and interests with you further. In the meantime, should you have any questions, feel free to contact me.

Thank you for your time and consideration,  
Aisha Rivera



Division of Arts & Humanities

March 3, 2023

To Whom it May Concern:

I have had the good fortune of knowing Aisha for ten years. We first met when they were a student in my theater courses at Napa Valley College. What distinguished Aisha most at that time, was the depth in their writing which was shared aloud in the class. They inspired me and others through their brave, honest and poetic dialogue. At that time, they demonstrated great potential as a writer and theater artist and this potential has been realized in academic, literary, theater and other artist circles.

Aisha builds trust through their talent and commitment to their art, as a creative. These qualities inspired me to ask Aisha to adapt the famous film *It's A Wonderful Life* into a Spanish language stage adaptation. They agreed and crafted *Es Una Vida Maravillosa*. They also directed a live reading of the adaptation at Napa Valley College, which was also broadcast on KVN, Napa Valley's Spanish language radio station. Their adaptation was very well received by actors and audiences both in person, and over the airwaves. Their leadership as a director demonstrated an ability to bring a literary work to life.

The reading was so successful that Shakespeare Napa Valley has sought funding to support a full production of *Es Una Vida Maravillosa* in December 2023.

Napa Valley would be proud to call Aisha Rivera Poet Laureate. I cannot think of a better candidate.

*Jennifer King*

Jennifer King

Department Head and Professor | Theater Arts/Film Studies, Napa Valley College

Founder and Artistic Director | Shakespeare Napa Valley

# AISHA RIVERA



## EDUCATION

- ♦ **California State University, Fullerton**, Bachelor of Arts in Psychology & Theatre Art, **Awarded 2018**
- ♦ **Napa Valley College**, Associate of Arts in Psychology, **Awarded 2016**
- ♦ **Napa Valley College**, Associate of Science in Natural Science & Mathematics, **Awarded 2016**

## SKILLS SUMMARY

- ♦ Bilingual: English, Spanish
- ♦ Program Facilitation & Event Coordination
- ♦ Microsoft Office (Word, PowerPoint, Excel), Google Suite
- ♦ Canva, SurveyMonkey
- ♦ Experience with Diverse Populations (LGBTQ, Latinx, APIDA)
- ♦ Adobe Creative Suite (Photoshop, Premiere)
- ♦ Social Media (Instagram, Facebook, Twitter, TikTok)
- ♦ Graphic Design, Illustration (Traditional/Digital)

## PROFESSIONAL EXPERIENCE

### CONSTELLATION BRANDS (ROBERT MONDAVI WINERY)

**AUG 2022 - PRESENT**

#### **Administrative Assistant**

- ♦ Directly assists the General Manager and the Operations department as a whole to ensure Winery runs smoothly.
- ♦ Created the "Administrative Assistant Manual" which created, established, and refined procedures relevant to this role.
- ♦ Implemented a standard procedure for company vehicle maintenance, sign in/sign out tracking, and records.
- ♦ Creates and Monitors Purchase Orders, New Vendors and other finance related tasks.
- ♦ Organized meetings for executives both internally and externally at multiple site locations.
- ♦ Coordinates events such as large internal trainings, employee appreciation lunches, holiday related events, and more.

### ARTS COUNCIL NAPA VALLEY (ACNV)

**JAN 2021 - JUN 2022**

#### **Equity & Inclusion Committee Head, Dec 2021 - June 2022**

- ♦ Plans and facilitates Equity Roundtables for feedback from the diverse artistic community of Napa County.
- ♦ Designs, creates, and analyzes results of surveys to better understand the artistic community in Napa and how ACNV can improve on increasing diversity for underserved, underrepresented diverse communities in Napa.
- ♦ Leads the establishment of the Equity & Inclusion Committee with the goal in order to support and progress ACNV's mission to unite, support and enhance the arts & culture community within Napa.

#### **Diversity Consultant, Jan 2021 - Jun 2021**

- ♦ Guided ACNV on their adaptation plan for a received grant, ensuring funds were properly used to progress ACNV'S mission.
- ♦ Consulted ACNV to adapt their plan to increase diversity within their organization and in the communities/artists they serve.
- ♦ Reviewed and critiqued applications for the Community Fund Grant 2021 program in order to distribute funds equitably to local artists to support ACNV's mission to unite, support and enhance the arts & culture community within Napa.

### CITY OF NAPA

**NOV 2020 - JUN 2022**

#### **Office Assistant, Nov 2021 - June 2022**

- ♦ Aids the Housing Authority in receptionist duties, clerical duties and general office support to ensure the office runs smoothly.
- ♦ Established and refined procedures, including revitalizing the Office Assistant Procedure Manual.
- ♦ Updates and improves the Housing Authority website to optimize user interface, accessibility, and understanding.
- ♦ Translates documents, website posts, and resources into Spanish to ensure Spanish speakers can properly utilize our services.

#### **Administrative Support Associate, Nov 2020 - Nov 2021**

- ♦ Aided the City Manager, City Attorney, and City Clerk's office(s) in tasks related to claims, restitutions, agreements, social media, summons, contracts, litigation, and other matters for office success.
- ♦ Created informational visual materials (flyers, signs, etc.) related to policies, news, events, and more.
- ♦ Established new procedures and a new filing system for restitutions to improve organization and efficiency.

### COUNTY OF NAPA

**APR 2019 - JAN 2020**

#### **Staff Assistant to the Board of Supervisors**

- ♦ Produced posters, graphics, designs, flyers, postcards (mailed to 900+ residents), powerpoints, and other informational visual materials related to local, regional, statewide programs, activities, events, and County related business.
- ♦ Produced monthly/weekly newsletters, talking points, letters, and other documents as needed for elected officials
- ♦ Planned and Executed Board of Supervisor special events/projects including: Multiple Emergency Preparedness Events, The 2019 Napa County Centenarians Celebration, The 2020 MLK Countywide Essay Contest, and more.
- ♦ Maintained confidentiality and practiced sensitivity when handling polarizing and/or controversial subjects.

## **LGBTQ CONNECTION**

**MAR 2019 - APR 2019**

### ***Program Assistant***

- ◊ Co-led diversity training in Napa/Solano County to increase understanding on LGBTQ issues and experiences.
- ◊ Created a lesson plan for future employees on the organization's diversity training program which aim to educate the public on sexual orientation, gender identity, and LGBTQ+ experience.
- ◊ Represented LGBTQ connection at events to spread awareness of the organization and resources for the LGBTQ community.
- ◊ Aided in various sub-groups of LGBTQ Connection including: The Youth Leadership Teams, LGBTQ Seniors, and more.

## **LGBTQ RESOURCE CENTER, DIVERSITY INITIATIVES AND RESOURCE CENTERS**

**JAN 2018 - MAY 2018**

### ***Social Justice Educator***

- ◊ Developed educational programs for students to foster self-development and growth.
- ◊ Produced, directed, filmed, edited, and presented the first video for the center exploring LGBTQ identity.
- ◊ Collaborated closely with other resource centers under DIRC to develop intersectional educational programs and panels relevant to LGBTQIA Chicanx and APIDA students resulting in two successful events.
- ◊ Facilitated group discussions/presentations on LGBTQIA topics to explore identity through an intersectional lens
- ◊ Utilized a recent needs assessment to develop programming addressing needs identified to have been lacking.
- ◊ Represented the center for large events on campus (international Women's Day, Sexual Assault Awareness Month, etc.) in order to provide LGBTQ centered knowledge and education on the related topic.

## **CALIFORNIA STATE UNIVERSITY, FULLERTON, DEPT. OF THEATRE & DANCE**

**AUG 2017 - MAR 2018**

### ***Assistant Costume Designer, Jan 2018 - Mar 2018***

- ◊ Assisted the costume designer of "Tis Pity" in costume design, creation and maintenance for the production's run.
- ◊ Managed a crew of undergraduate students entrusted with costume maintenance, quick changes, and other duties.
- ◊ Navigated a flexible, high pace environment in order to fulfill the overall vision for the production.
- ◊ Maintained a positive working relationship with Theatre professionals and students to ensure the show's success.

### ***Teachers Assistant, Aug 2017 - Dec 2017***

- ◊ Assisted professor Kevin Slay in various tasks so that students received adequate attention and quality education throughout the upper division course "Diversity in the Theatre arts".
- ◊ Graded assignments (exams, essays, etc.) for three sections (~70 students total) so that Slay could focus on lecture material planning, preparation, and execution.
- ◊ Responded to questions from students on course material and expectations.

## **HEROES' CAFE & TAVERN**

**AUG 2014 - AUG 2016**

### ***Server***

- ◊ Answered telephones, operated registered and to maintain restaurant order, function, and appearance.
- ◊ Served food and provided exemplary customer service to ensure a satisfactory dining experience for customers.

## **BOARD SERVICE AND PUBLICATIONS**

- ◊ Arts Council Napa Valley | Board Member | June 2022 - Present
- ◊ "Poetics Without Borders/Poetica Sin Fronteras" | Featured Poet | Grupo Editorial LAMA | NOV 2018

## A Poem for My Father: Planting Hands in Soil, to Feed Pockets.

I rise at 5 AM to the chirping of my parakeets,  
Singing for calls of bird feed.  
From my window slips in the golden warmth of a morning's promise.  
Where the day is as guaranteed as the facial hair on my chin.

I wash my hands, calloused covered maps.  
Where each crack is filled with dirt from a lifetime ago,  
Creating alleys, streets, and driveways that would make a palm reader dizzy.

I leave the dishes, stacked like the concrete jungle of New York City  
I leave my two children, sprawled on their beds like the grapes I shall attend to.  
I leave my wife, who sips a cup of molten tar, before kissing me on my brown cheek,  
I can hear a sizzle as lips meet, a sizzle, but no more than a harmless burn.  
A silent wishing for a light day of work ahead.

We are roasting like peanuts, *alguien dice*. Someone saids.  
The sun is no longer gentle and kind as it was hours ago.  
Now it dances in the sky like a pastry chef in the kitchen,  
Tucking us into the middle rack,  
To puff up into desserts for the rich.

Grape vines, broken soles on working shoes, calloused hands.  
Dirt between fingers, toes, and sweat.  
Cloth sticking to our skin like lovers,  
And the birth of wine staining our flesh.

We work without stop.  
We work without a break nor a restroom.  
The only water we spill, is to the earth beneath us.  
There is a river on my brow, rich with salt, it can not quench my thirst.

The bottles that click like locks sliding into place, will never sit on my home shelf.  
I drag my feet past the threshold, and the rest is a blur of sofas and tortillas.  
“*Como te fue en el trabajo?*” How was it at work?  
I call for a beer and tell her the same thing as every day  
“We made some motherfucker rich today.” I say.

I always had a way with words.

### **A Poem for My Mother: A Home in Two Places.**

I walked to the supermarket on my own.  
Hot desert heat warmed the cobblestone streets.

I can hear horses galloping down to *el centro*.  
My tiny little pueblo.  
A pocket of Nirvana in a country so grand and proud.

I do not live there now.  
I have a new home now,  
I live in a valley of luxury.  
Of wine, grapes, labor, and over-time days.

I think back to my youth,  
The city where I ran in school uniforms,  
And greeted the bus drivers by name.

The town where I watched my mother,  
Flip tortillas, and wrangle a chicken or two.

I think of the day I really left that town,  
Stubborn and pregnant, praying on an airplane.

The land stretched into infinity, growing smaller and smaller.  
My hand on my swollen belly,  
My eyes on the home I was leaving behind.  
My pueblo, my nirvana, my father, my mother,  
It dissipates into clouds, air, and sky.

Old home,  
New home,  
Desert Sun,  
Valley Nights.

That swollen belly upon me, I held it close to me.  
They say the States will give this child a better life,  
A better life than my old cobblestoned, worn down *huarache* pueblo had given me.

My heart, has been split ever since.  
Half of it sewn to Jalisco, filled with ranchos, horses, and my memories *queridos*,  
Half of it trying to grow here in Napa, trying to build a home entwined in vineyards.

## Translator

I am staring at my cell phone, working up the courage to call a realtor.  
“*Mija* please, you know my accent will get in the way”  
My mother, presses me to dial the magic number.  
Another translation, another job done out of love.

“*Tu sabes que a veces no me entienden*” Yes I know this.  
To them your English sounds mumbled and cumbersome.  
Like broken glass, like foreign melodies, like missing puzzle pieces.

To them my English sounds refined and polished.  
Although it flows from a child’s mouth,  
to the doctor, to the lawyer, to the teacher,  
it is more polished than your glass, more familiar than your melody,  
it is a complete puzzle with not a single space missing.

I wrangle both languages,  
My tongue knows the dance of two histories.  
English, Spanish.  
My lips know the steps perfectly,  
and they never miss a beat.

My mother learns the dance of the Anglo,  
Trying to prove she can perform their strict tango.  
But accents and inflections always dampen her shine.  
Never will her mouth sound pristine over the phone.  
Never will they treasure the beautiful way Spanish rushes out of her mouth,  
Like a river filling after a long endured drought.

So I read her mail, emails, text messages, and tickets.  
I call her bank, the car dealership, and her American friends.  
I walk with her to the grocery store, to the doctor, to the lawyer’s office.

Because translation is my love debt to her,  
For this country that doesn’t see the beauty in the way  
she has taken the language, and made it her own original music.

I wonder did they ever drop the needle on her record,  
did they ever press play on her CD?  
did they ever turn the volume up to hear it?

Are they giving my music a listen?  
Because I have quite the song to sing.



## Home

“Where is home?”

My college peers always ask me.

Where is home?”

I tell them I come from the Valley

Filled with green trees and memories

Of mother’s *pozole* on my birthday,

High school graduations,

And flans devoured for baptisms and weddings.

They shake and laugh,

They only ask

If the wine is as rich

As they say it is

Where is home and what does that make me?

A question that haunts me.

I am not Napa,

I am not California,

I am not Mexico,

I am not Sonoma wines, Valley Trains, or picnics by the river bed.

I am none of these things.

But still they ask me, “Where is home?”

And what does that make me?

How I’d long to be a tourist,

Drunk on wines, on top of moving trains.

How I’d love to be a rich man,

Counting dollars to fall asleep.

How I’d kill to be a foreigner,

With dreams too big to conceive.

But all I know is my blood is hot like sand in the sun,

And my skin is brown like the dirt under my father’s fingernails.

All I know is my mother has the loudest laughter,

And she passed it down to me just like the languages I speak.

All I know is I cry harder in Spanish, and I am heard better in English.

All I know is I dance Folklorico in my sleep, and I read Shaskepeare in the mornings.

Where is home and what does that make me?

All I know is:

I am everything and nothing, Spanish and English, foreign and native, familiar but peculiar.

And my home is north of the border and south of it simultaneously.

## The In-Betweens

I don't know how Americans work.  
They tell me how to dance, how to sing, how to act.  
But I don't know how they work.  
For they don't speak like my mother, and they don't break a piñata on their birthdays.

I don't know how Mexicans work.  
My mother has told me stories, and has taken me to the country,  
But I don't know how they work.  
For they don't have classics like *Titanic*, and they don't like Spanglish.

I'm trying to navigate the in-betweens,  
The Mexican and American in me, I'm trying to make them meet.  
I want them to be a mixed sunset, or a cocktail for a hot day.

I'm trying to learn to swim in the in-betweens,  
But I don't know how to float on top of mistranslations,  
I don't know how to kick through waters of words that have no real meanings in English,  
I don't know how to not sink in waves of norms that conflict and confuse.

My lovers ask me how to say lovely phrases in Spanish,  
But the words are too big for their mouths,  
they tumble out as cinderblocks, crumbling upon impact.  
I can't find a way to cope with the fact,  
That they do not understand a word in my love poems, or my favorite songs

Down in Los Angeles,  
I don heavy skirts, dancing to *banda* and mariachi music.  
I shout and laugh, Mexican at heart, Mexican *zapateados* engraved in my soul.  
But I arrive in t-shirts riddled with American phrases,  
And I go home to write out dissertations on American plays and poets.

I drive down to Los Angeles at night,  
greens and reds shining on wet pavement,  
And I watch *mi gente*, brown and proud walking to food carts at 2AM,  
And I watch my people, college aged girls telling jokes in English on the way to their cars.  
As I drive, I do not know which group is more like me, or which is more unlike me.

Deep in my blood I hear the history in me calling,  
Mayans, Aztecs, Spaniards, and Mexicans.

Deep in my blood, I hear my childhood singing,  
Lemonade, Fourth of July, and Thanksgiving.

My soul outstretched, touching two lands simultaneously,  
Or maybe it is stretched out completely, nestled in the in-between.  
Listening to *corridos* while grilling burgers on the beach.

Title	<b>Michael Thomas Rupprecht</b>	03/08/2023
	by <b>Michael Rupprecht</b> in <b>Napa County Poet Laureate - 2023</b>	id. 35886837
	<div>██████████ Napa, California 94558 CA United States ██████████@gmail.com</div>	

<b>Original Submission</b>	03/08/2023
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Applicant Full Name	<b>Michael Thomas Rupprecht</b>
Email Address	██████████@gmail.com
Check to Confirm:	<b>Applicant is 18 years or older</b> <b>Applicant's primary residence is in Napa County, CA</b> <b>Applicant has a profile on <a href="https://CreativeDirectoryNapaValley.com">CreativeDirectoryNapaValley.com</a></b>
Phone:	██████████
Street Address:	██████████
Mailing Address (if different from Street Address):	n/a

Why do you want to be the Poet Laureate?

I've been writing poetry since I was 13 as a means to break down the issues that mattered most to myself and my peers. Sometimes I found it difficult to find the words to speak on the topics that mattered dearly to me. I sought to do just that; to find the words, the words to say what I knew I needed to say.

My writing has helped me, to say the least. I live with different chemical imbalances as many people do, and my poems were my sword and shield on days when OCD and depression tried to get the better of me. I would write and write to bring my problems to the light so I could see them clearly for what they really were. For that, I am forever thankful for poetry, for being a weapon against forces of darkness in my life.

To this day, I still write constantly, My peers look forward to my work, I would imagine due to the unflinchingly realistic approach I take to the problems we all face, without fear. I do this because, without brave souls in this world who have been writing about their struggles completely honestly, I wouldn't have found the words to help myself on the road to healing. I wish to do that for others, I wish to write more poems that people can read and know that they are not alone. Easier said than done, but it is a quest I have been set on for years, and I will not give up.

To this day, I write about love, loss, mental health, humanity, relationships, family, nature, love, hope, and more.

What would your top three priorities be as Poet Laureate?

1. More exposure for local poets and authors.
2. Emphasis on mental health conversations in poetry.
3. Community engagement both in-person and via social media.

As Poet Laureate, how would you engage with the community?

I have had the fortune to develop seemingly countless connections in my lovely hometown of Napa. More notably, I have been a community organizer in my town since the age of 17 when I was just starting my senior year of high school. From organizing community outreach events with my nonprofit organization, The Hero Foundation, to my small business known as Hero Coffee Co. where I act as the public's coffee connection, to my public speaking gigs and live poetry recitations of my own original work to audiences of people throughout the valley and even my performances as a pianist and actor on stages throughout the county, I've learned a thing or two about how to bring people together through words and ideas. all for the sake of love.

Proof of residence in Napa County, CA (Copy of official mail with applicant name and address)

[Screen\\_Shot\\_2023-03-07\\_at\\_8.57.22\\_PM.png](#)

Letter of Intent

[Poet\\_Laureate\\_Letter\\_of\\_Intent.pdf](#)

Resume

[Resume\\_-\\_Michael\\_Rupprecht\\_1.pdf](#)

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Letter of Support/Recommendation

[Letters\\_of\\_Rec..pdf](#)

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5 Supporting Poems (Text, Video, or Audio format)

[Stalemate.pdf](#)

[Admittedly.pdf](#)

[Stop\\_Me\\_If\\_You\\_Heard\\_This\\_One\\_Before.pdf](#)

[Brethren.pdf](#)

[Autumn.pdf](#)

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Michael Rupprecht

Napa, CA 94558

[@gmail.com](#)

Good day! I am writing this formal letter of intent to show my interest and intentions in applying to be considered as a candidate for the next Poet Laureate of Napa. Along with this attached LOI, I have submitted the requested and required supplements for this application. Please let me know if there appears to be anything that is missing or out of place.

Please allow me to offer some background as to who I am. Outside of my literary career, I am the Executive Director of The Hero Foundation in Napa as well as the Owner of Hero Coffee Co. in Napa as well. I am studying real estate while balancing my businesses and organizations that I manage and have been successful in the matter.

My interest in poetry and art at large formed in my early adolescence when I won my first writing contest in middle school. I found many of my peers and mentors telling me, much to my surprise, that I had a knack as a wordsmith and to keep it going. I heeded their words and continued to hone my craft, preferring the world of poetry as far as the literary world was concerned. Though I do not exclusively write poetry, it certainly is my favorite.

I have published three different collections of my poetry which are available for sale at local Napa bookstores as well as online through major book stores. My first book was Obsession, my second book was Paper Cuts, and my most recent book is titled Stronger. I have a fourth book on the way. I have had many an opportunity to perform spoken word recitations of my personal favorite poems of mine in front of large audiences throughout Napa County. To this day, my reputation as a writer and poet among my community has persisted, and for that I am deeply thankful. It is my hopes that I can continue my work and my mission to reach and help more people through my words with this platform, should I be chosen as the next Poet Laureate of Napa.

Thank you for your time and for considering me for this role.

Sincerely, Michael Rupprecht



6 March 2023

Carlo Bartalotti

Lead Marketing Director at The Hero Foundation Napa

I am writing to recommend Michael Rupprecht for the Napa County Poet Laureate position. I have been honored to work with Michael at The Hero Foundation Napa for over two years, and I have been constantly impressed with his enthusiasm, professionalism, and dedication in his work.

Michael Rupprecht is the Founder and Executive Director of The Hero Foundation and Hero Café. Michael works passionately every day to create meaningful connections with the community through his work at The Hero Foundation and Hero Café. In the past, Michael has administered poetry readings through The Hero Foundation to raise awareness for modern, community-focused social issues through poetry and raise awareness of the art form. His ability to create multi-faceted community service projects has helped him establish a deep connection with the Napa Valley. During our work together at The Hero Foundation, Michael has displayed great attention to detail, creativity, and selflessness in our outreach.

I have also been impressed with the growth of Michael's writing and research skills since I have known him. He has used these skills to write poetry books and impact our community through speeches and interviews. I have been able to see firsthand how the optimism and passion in his work has inspired community members to come together and address important issues in our beloved Napa Valley.

I am confident that Michael Rupprecht would excel in the role of Poet Laureate and inspire others to create deeper connections with the Napa Valley community.

Sincerely,  
Carlo Bartalotti

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Michael is by far one of the most verbally talented individuals I know. He has a gift for knowing exactly how to say something and when to say it. He uses this gift in writing his own poetry. The themes range from encouraging and motivation to spreading the message that it's ok to not be ok. Having such a unique view on the world is why I think Michael would be perfect as the Poet Laureate for Napa. He gets people and their struggles and he can write to the

masses to get the needed message across. A true son of Napa, Mr. Rupprecht would be the perfect person to have this title.

- Nicholas Lerseth

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7 March 2023

Angelina Jurado-Apilado

Poet Laureate Recommendation

I have known Michael Rupprecht for over two years and have had the honor to not only see him release his works of poetry, but see his persistence in his love for making Napa the best it can be. Through the non-profit, The Hero Foundation, and The Hero Cafe it is evident that his passion and purpose is to connect with his community through every vessel available to him. It is through his poetry that he is raw, courageous, and a friend to all in the midst of this journey we all call life.

To see Mr. Rupprecht connect with people of all ages with his words is truly a sight to see. It is evident that people are fascinated by the authenticity and care that Michael brings to his community, and that is rare. For those reasons, I believe Michael would make the perfect person to represent Napa County as Poet Laureate.

- Angelina Jurado-Apilado

# Michael Rupprecht

[REDACTED]  
Napa, California

[REDACTED]@gmail.com

[REDACTED]@theherofoundationus.org  
[REDACTED]

## **Summary:**

I am a passionate, energetic, hard-working young man who always strives to get the job done and do so with kindness and diligence. The overarching goal in the work I do is to do my part in bringing peace, love, and prosperity to all in my community and beyond.

## **Education:**

New Technology High School  
2014 - 2016

Justin-Siena High School  
2016 - 2018

Napa Valley College - Psychology, Environmental Science  
Present

## **Employment History:**

### The Hero Foundation

Executive Director and Founder  
October 2017 - Present

I am the Executive Director, President, and Co-Founder of The Hero Foundation, a local nonprofit here in Napa, California. The Hero Foundation is a team comprised of young adults from Napa County who agree that the world needs heroes. Saving the world in whatever way we can is our goal, and we strive to do our part every day. We do this through service projects, fundraisers, activism, demonstrations, marches, and by projecting peace and love to all we meet. Our projects vary depending on what our community, the world, and our own team feels are the

most vital and urgent issues that we should take on. We hope to inspire the youth of today to go out there and make an impact for the greater good instead of sitting idly by.

### Hero Coffee Co.

Owner and Founder

August 2021 - Present

The Hero Cafe is a pop-up nonprofit cafe that I started alongside close friends that serves espresso drinks made from our partner's beans from Chik Monk Coffee Farms, a family-owned coffee farm in Chikmagalur, India. The coffee we serve is Organic, Ethical, Fair Trade, and Rainforest Alliance certified. Proceeds from our coffee sales go to The Hero Foundation as well as other nonprofits, charities, and other philanthropic organizations in the community.

### City of Napa

City of Napa Commission Member on the Community Development Block Grant Advisory Committee

September 2020 - September 2022

As an appointed City of Napa Commission Member on the Community Development Block Grant Advisory Committee, the bulk of my work will involve working alongside my committee to advise the city council on how to best utilize funding to benefit low and middle-income households.

### Frog's Leap

Guest Services Coordinator

September 2020 - June 2022

Being a Guest Services Coordinator involves managing guest service requests in person, online, and on the phones for Frog's Leap Winery. My time is spent organizing the customer database on AMS, making sure customer orders and deliveries go through to the shipping and membership department, corresponding with future clients via email and phone call, as well as checking guests in upon arrival and getting them situated for their reserved tasting while assisting the floor

staff along the way in whatever way I can to make the operation of the tasting room run as smoothly as possible.

### Ca'Momi Osteria

Support Staff

January 2020 - March 2020

As part of the restaurant's support staff, my job involved keeping the restaurant clean and in order, delivering food to customers, welcoming guests into the restaurant and promptly getting them water before their meals, and assisting the lead servers throughout the evenings. My time was cut short due to much of the front house staff being laid-off amid the rise of Covid-19.

### Alpha Omega Winery

Tasting Room Assistant

June 2018 - September 2018

As a tasting room assistant, my job consisted of cleaning glasses and other dishes. I cleaned the tasting room and took out the trash regularly. I was to restock all of our wines, bus tables, and set up private tastings in any of our private tasting rooms.

### 99.3 The Vine

Intern

June 2018 - October 2018

I intern at the local radio station answering calls, managing giveaways and social media affairs. I write some of our press releases and also write and voice various ads that go on the air.

### The Gasser Foundation and Mentis

Temporary Employee

April 2019 - June 2019

As an employee of the Gasser Foundation, I was sent and paid to be an Intern at a select nonprofit.

## Mentis

Intern

April 2019 - June 2019

My internship at Mentis consisted of managing the nonprofit's database for the quarter.

## Napa Valley Coffee Roasting Company

Barista

October 2019 - January 2020

I concocted and served espresso drinks to the clientele as well as managed the cash register, handled janitorial duties, made sure we were properly stocked, and sold coffee beans.

## Cafeteria Kids Theater

Counselor

April 2016 - June 2016

I worked closely with the teachers and directors of the acting class and acting summer camps. My job mostly consisted of working with kids who were interested in pursuing theater.

## Three Twins Ice Cream

Server

March 2016 - June 2016

I worked the front of house through most of my time working at Three Twins. Serving ice cream, managing the cash register, stocking, and working with customers face to face was what my job consisted of.

## **Hobbies and Interests:**

Writing - Poetry - Reading - Songwriting - Acting - Piano - Guitar - Singing - Volunteering - Learning - Nonprofit and General Organization Management - Team Management - Service Work

**Professional Skills:**

Leadership - Great communicator - Calm and confident - Collected - Persistent - Passionate - Articulate - Kind - Hospitable - Energetic - People person - Organizational skills - Executive level management - Engaging - Problem-solving skills - Management experience - Public speaking - Community outreach - Nonprofit organization management - Event planning - Social media - Teaching - Working with children - Fundraising - Teaching English as a second language - Proficient hospitality skills - Humanitarian - AMS knowledge - Proficient typing - Proficient computer skills

**Languages:**

English - Spanish (Partially)

**Licenses and Certifications:**

Mental Health First Aid USA Certification  
- *From the National Council for Behavioral Health*  
*Issued Feb. 2019 - Expires Feb. 2022*

**Volunteering:**Teens Connect

Teen Council Member  
2018 - 2019

I was on the teen council of young community leaders working to find ways to engage the youth of napa in community service as well as finding ways to better their mental health and overall emotional well being through various projects led by Jeni Olsen.

Outreach360

Volunteer Teacher  
2015 - 2018

As a volunteer teacher for Outreach360, I was traveling out to Jinotega, Nicaragua and Monte Cristi, Dominican Republic with my team to teach the children enrolled in Outreach360's programs. I was teaching English as a second language. I did one trip to Nicaragua and two to the Dominican Republic. I plan on returning as soon as I can.

#### Napa Valley Community Based Covid-19 Test Site

Volunteer

March 2020 - June 2020

I am part of the founding team that started the Napa Valley Community Based Covid-19 Test Site. I recruited volunteers, worked the entrance, handled the distribution of tests for patients, and facilitated the traffic as it is a drive-through test site. I may be returning, but I continue to handle volunteer recruiting as well as parts of the test site's publicity and recruitment ads.

#### MLK Coalition Steering Committee

Live Music Coordinator

September 2019 - January 2020

The MLK Coalition Steering Committee worked to put on an event called the Celebration of the Beloved Community in honor of the work and message of Dr. Martin Luther King Jr. This event went on for several days and included many activities and diverse volunteer opportunities for the Napa County community to get involved in. There was also a gathering with live music and public speakers included. I was in charge of organizing the live music portion of the event.

#### **Honors and Awards:**

##### Heart of Napa Award Nominee: Achievement in Nonprofit Excellence 2020

March 2021, Awarded by CVNL Napa

- *Nominated for The Hero Foundation's excellence in continuing to serve its community in 2021.*

##### Heart of Napa Award Nominee: Volunteer of the Year 2020

March 2021, Awarded by CVNL Napa

- *Nominated for continued commitment to volunteer community service work in 2020.*

##### Certificate of Special Congressional Recognition

Aug. 2019, Awarded by the US Congress, Congressman Mike Thompson



- *For The Hero Foundation's community service.*

Heart of Napa Award Nominee: Achievement in Nonprofit Excellence 2018

March 2018, Awarded by CVNL Napa

- *Nominated for The Hero Foundation's excellence in continuing to serve its community in 2021.*

Heart of Napa Award Nominee: Volunteer of the Year 2018

March 2018, Awarded by CVNL Napa

- *Nominated for continued commitment to volunteer community service work in 2018.*

**Publications:**

Stronger

*Published Book by Michael Rupprecht*

- Published in 2021

Stronger is Michael Rupprecht's third book and contains the inspiring, genuine, powerful poetry one can expect from the poet. The poems in Stronger are woven together to tell a whole world of stories about life, loss, pain, happiness, connection, humanity, resilience, and the trials that accompany life with Obsessive-Compulsive Disorder.

Link: <https://www.napabookmine.com/book/9781716123641>

Paper Cuts

*Published Book by Michael Rupprecht*

- Published in 2018.

Paper Cuts is the second poetry book by California author and poet Michael Rupprecht. With poems ranging from topics such as love, war, addiction, mental illness, and world peace, Paper Cuts is undoubtedly Rupprecht's largest collection of poetry to date. Half of the money from your purchase will be going to the International OCD Foundation.

Link: <https://www.napabookmine.com/book/9781725062245>

Obsession

*Published Book by Michael Rupprecht*

- Published in 2017

Obsession is a book of poems about love, peace, and, of course, obsession. The poetry in this book paves a path that passes through early teenage romance, yearnings for peace, and lastly leading down into an abyss of obsession beyond one's wildest imagination. This book is meant to help, heal, and empower.

Link: <https://www.amazon.com/Obsession-Poetry-Michael-Rupprecht-T/dp/1981309683>

### Hero Cafe Comes of Age at Napa's Oxbow Area

*Published Article in the Napa Valley Register*

Napa Valley Register

- Published in 2023

Article in Napa's local newspaper highlighting the growth of our coffee roasting company and nonprofit throughout the past year and how we now have an established location and permanent address for clientel to come to for their cup of locally roasted coffee, all ethically sourced.

Link:

[https://napavalleyregister.com/business/hero-caf-comes-of-age-at-napas-oxbow-area/article\\_d6f352a4-92d5-11ed-bbe4-4765332eed17.html](https://napavalleyregister.com/business/hero-caf-comes-of-age-at-napas-oxbow-area/article_d6f352a4-92d5-11ed-bbe4-4765332eed17.html)

### Third Annual Philanthropy Issue

*Published Article in Napa Valley Life Magazine*

Napa Valley Life Magazine

- Published in 2022

"Now in its third year, Napa Valley Life's special Philanthropy issue allows us the opportunity to pause and recognize some of Napa Valley's leaders and local organizations committed to making life better for the less fortunate. Thanks to their dedication to caring for others, these community champions' philanthropic efforts have resulted in constructive changes with positive impacts, whether it be in support of healthcare, poverty, food assistance, education, housing, animals, or caring for our land.

Each year it's a challenge to make our final selection of philanthropists to recognize in this issue because taking care of each other is an intrinsic way of life within our local community. For this, Napa Valley is truly blessed."

Link: <https://www.napavalleylifemagazine.com/third-annual-philanthropy-issue>

Letter: Working Toward Net-Zero Carbon Emissions

*Published Article by Michael Rupprecht*

Napa Valley Register

- Published in 2022

My open letter to the City of Napa's supervisors describes the urgent need for action that my generation and I feel at our core. This is simply a call to action for them, should they choose to hear it and listen is up to them. Regardless, my team and I will work to protect the planet in whatever way we can by doing our part.

Link:

[https://napavalleyregister.com/opinion/letters/letter-working-toward-net-zero-carbon-emissions/article\\_2186c8b2-e392-11ec-b6f1-67ebe96e53b3.html](https://napavalleyregister.com/opinion/letters/letter-working-toward-net-zero-carbon-emissions/article_2186c8b2-e392-11ec-b6f1-67ebe96e53b3.html)

St. Helena Farmers' Market: Enjoy Great Coffee and Be a Hero

*Published Article by Stacey Bressler*

St. Helena Star

- Published in 2022

"I love my morning espresso. And I love it even more when it comes from the Hero Café at the St. Helena Farmers' Market because I know it's not only improving my morning, but it's also helping others. The Hero Café is a nonprofit pop-up coffee shop whose proceeds support The Hero Foundation, a team of young adults from Napa County who are on a mission to save the world."

Napa's Hero FoundatION (and Cafe) Hoping to Change the World

*Published Article by Kathleen Reynolds*

Napa Valley Register

- Published in 2022

"Wouldn't it be wonderful to change the world? A group of Napa area friends, now in their early 20s, aim to do just that with The Hero Foundation. The Hero Foundation began as a community service club organized by Michael Rupprecht, Raphael Genty, and Dominic Di Pasqua after the 2017 wildfires. The members volunteered and raised funds for those affected. Since then, the main team added Carlo Bartalotti and the group now has a roster of over 150 volunteers in their pool."

Link:

[https://napavalleyregister.com/business/napas-hero-foundation-and-cafe-hoping-to-change-the-world/article\\_9bba66ce-8f53-50d7-8732-1dbedccd1c42.html](https://napavalleyregister.com/business/napas-hero-foundation-and-cafe-hoping-to-change-the-world/article_9bba66ce-8f53-50d7-8732-1dbedccd1c42.html)

Strengthen Your Mind, Strengthen Your Body

*Published Article by Michael Rupprecht*

This Is My Brave

- Published in 2021

I published this article as a game plan for individuals fighting OCD and other mental illnesses as we continue through the COVID-19 pandemic. In this piece, I emphasize my strategy to cultivate more strength for the individuals' mind, body, and spirit. The publisher is This is My Brave. Check out the amazing work they do in the mental health community by visiting their website at [thisismybrave.org](https://thisismybrave.org)! You can even find a video of me performing an original poem at one of their showcases!

Link: <https://thisismybrave.org/news/strengthen-your-body-strengthen-your-mind/>

Thanks for Supporting ParentsCan

*Published Article from the Napa Valley Register/Marlina Garcia*

- Published in 2020

This article from the Napa Valley Register recaps the valued efforts of many nonprofit organizations, The Hero Foundation included, in serving Napa Valley during the peak of the pandemic in 2020.

Link:

[https://napavalleyregister.com/opinion/letters/thanks-for-supporting-parentscan/article\\_93a1c7cf-35cc-56ee-a536-b16f9cef2bd6.html](https://napavalleyregister.com/opinion/letters/thanks-for-supporting-parentscan/article_93a1c7cf-35cc-56ee-a536-b16f9cef2bd6.html)

Napa Marchers Remember Alaina Housley, Vow Continued Fight Against Gun Violence

*Published Article from the Napa Valley Register*

- Published in 2019

An article was published in the Napa Register on our organization's efforts to gather the community of Napa to take a collective stand against the causes of gun violence after a beloved local, Alaina Housley, had lost her life to gun violence.

Link:

[https://napavalleyregister.com/news/local/napa-marchers-remember-alaina-housley-vow-continued-fight-against-gun/article\\_62e0b59f-1dd2-5955-a5a3-be59d7f96902.html](https://napavalleyregister.com/news/local/napa-marchers-remember-alaina-housley-vow-continued-fight-against-gun/article_62e0b59f-1dd2-5955-a5a3-be59d7f96902.html)

### 10 Questions: Napan Advocates Volunteerism, Peace and Love

*Published Article from the Napa Valley Register/Jennifer Huffman*

- Published in 2019

In this segment of the Napa Valley Register's "10 Questions", I was interviewed by Napa journalist, Jennifer Huffman, about my work in the nonprofit field through my organization known as The Hero Foundation as well as other volunteer endeavors I've been working on. We discussed how I got into my line of work and where I saw the future going. In this interview, I heavily emphasize my fight for peace and prosperity for all people in the community I serve and beyond, and how I want to keep up these efforts no matter what.

Link:

[https://napavalleyregister.com/business/10-questions/questions-napan-advocates-volunteerism-peace-and-love/article\\_6775db2b-5fff-5ae9-8d32-3ef4ad7cc6d2.html](https://napavalleyregister.com/business/10-questions/questions-napan-advocates-volunteerism-peace-and-love/article_6775db2b-5fff-5ae9-8d32-3ef4ad7cc6d2.html)

### Napa Finkelstein Sisters Expand 'Be Kind' Movement

*Published Article in the Napa Valley Register*

- Published in 2019

My organization, The Hero Foundation, was once again invited to participate in the city's newfound Be Kind Day Event to emphasize the importance of kindness as a cultural staple in our immediate community. Napa Valley Register reports on the event in 2019.

Link:

[https://napavalleyregister.com/news/local/napa-s-finkelstein-sisters-expand-be-kind-movement/article\\_8643a797-eaf5-54be-8c87-97f5a72bd96c.html](https://napavalleyregister.com/news/local/napa-s-finkelstein-sisters-expand-be-kind-movement/article_8643a797-eaf5-54be-8c87-97f5a72bd96c.html)

### Interview With Michael Rupprecht from The Hero Foundation

*Published Article from COOL Effect*

- Published in 2019

COOL Effect, a Bay Area based environmental nonprofit organization, interviewed me about the work I do with my nonprofit, The Hero Foundation, as well as the importance of making cultural changes to stifle and combat climate change.

Link: <https://www.cooleffect.org/news/community-spotlight-interview-with-michael-rupprecht>

Community Builders: Be Kind Day is Aug. 17th

*Published Article in the Napa Valley Register*

- Published in 2019

The Hero Foundation was honored to have been selected to attend the Be Kind Day city-wide event as an exemplary nonprofit organization demonstrating the importance of kindness in the community and in the work we do. We were also awarded a Congressional Seal of Recognition from Congressman Mike Thompson for our efforts in Napa, CA during this event. Napa Valley Register reported on it all.

Link:

[https://napavalleyregister.com/lifestyles/community-builders-be-kind-day-is-aug/article\\_21136ff2-a3ea-5e16-a48e-b22d41d0222b.html](https://napavalleyregister.com/lifestyles/community-builders-be-kind-day-is-aug/article_21136ff2-a3ea-5e16-a48e-b22d41d0222b.html)

4th Annual Heart of Napa Awards

*Article Published by the Center for Volunteer and Nonprofit Leadership*

- Published in 2019

The nonprofit organization that I started was nominated for a community service leadership award from CVNL.

Link: <https://cynl.org/2018heartofnapa/#>



## Admittedly

I'll be the first  
Of poets you know  
To blatantly lay  
One of my woes  
That has less to do with the heart per say  
In a traditional, dramatic, romantic way  
For this one woe cuts a certain kind of deep  
In the way that it could make me unable to sleep  
The thought that I'm behind makes me weep  
And that people my age are ahead while I keep  
Pressing and pressing, thinking  
Maybe I've not lost enough sleep  
Maybe I've not lost enough sanity  
But surely a man asking himself that  
Might need hold onto what left he has  
I'm speaking about comparing your journey  
Of one young adult to another, both yearning  
For achieved dreams and peaceful minds  
Loving new families, houses with yards behind  
It's been preached before but I'll do it again  
Nobody has any real idea in the end  
Of where they should be and at what point  
Will they have made it?  
What is "made it"?  
Have I done enough  
Do I have enough  
I'll stop you right there  
The road that you pave is yours and yours alone  
And where you find the most love  
Well, that is your home  
Take time for yourself, be diligent in your craft  
Do not lose hope, do not forget to laugh  
Because we're all just as worried  
About if we're enough  
Truth is nobody is comparable  
To anyone else  
So tend to your mind, body, and spirit  
And keep singing your song  
For not that someone will hear it  
But so that it rings loud and true  
For the only one you must impress with your craft  
Is none other than you



## **Autumn**

After all the work  
We can sit together and sip hot cider  
Or coffee  
Or hot cocoa on the colder days  
With the fire roaring  
And the chameleon specimens  
Making home in the trees  
Painting the skies with their  
Profound artistry.

## **Brethren**

As life takes us all  
From one hemisphere to another  
No matter the terrain  
You're always my brother

On day shrouded in lows  
And you can't find their end  
Know that I would live and die for you  
And that, right there, is a true friend

Even when Earth finally is as it is in Heaven  
Way past the span of time  
We'll always be brethren.

## **Stalemate**

I know now better than ever  
To leave what does not want me  
Though there were times where it seemed  
We had another move left  
I've learned now to never wade  
Where no matter how hard I work  
And how long I play this game  
My best option  
Is to leave  
And now I'm in a place  
Far better  
Than where I was.

## **Stop Me If You Heard This One Before**

Stop me if you heard this one before.

This guy thinks he's gotta wash his wands way more than he needs to.  
He touches door knobs and he's gotta wash his hands.  
Stuff like that.

He's gotta routine in the morning too.  
For how he gets ready.  
It goes prayer  
Brush teeth  
In increments of seven seconds  
Apply deodorant  
In increments of four  
Apply cologne  
In increments of four  
Always after  
Never before  
Or else you start over  
Underwear  
Pants  
Belt  
If you miss the belt you start over  
Then shirt  
And leave the room thinking a good thought  
Or you need to start over  
That's the kicker  
Cause he can't stop the bad thoughts  
Nevertheless  
Make sure your body leaves the door frame with a good thought  
If you don't want to start over.

Like I said. Stop me if you heard this one before.

As a kid he didn't really play with his toys  
He organized them  
Would line them up and admire his handy work  
And ya know, bathrooms can be the worst for him  
Dirt  
Germs  
Bodily fluids

Debilitating  
It's everywhere  
With zero evidence  
He's using an arsenal of household cleaning products  
If this thing had its way  
He'd clean himself to death  
Out of existence.

Stop me if you heard this one before

He stops letting himself near sharp things  
Anything that could hurt someone  
Cause when he looks in the mirror  
The reflection shows a monster  
Why would he do such things?  
He is scared for the lives of his loved ones  
He scared for his own life  
He keeps seeing himself going through with it  
Ending it all.  
It's getting to be too much.

You can stop me if you've heard this one before.

It's the one where  
He is seeing things  
Not like "seeing things"  
But there's these images  
And these scenes  
Of things that pain him, things that he knows he is not  
What if it means nothing?  
But what if it means something?  
Where is it coming from?  
What is happening to him?  
He needs help.  
Help him.  
Help me.

Please stop me if you heard this one before.

Because  
It all has to be perfect  
Everything has to be perfect  
Perfect  
Perfect

Perfect  
Perfect  
Perfect.

Stop me if you heard this one before.

Love has become tricky  
The thoughts latch onto it  
His haven  
Lost  
These images and scenes are haunting  
Unwanted  
Horrifying  
Why did these come?  
Why him?  
He just wants to love.  
He wants to be loved.  
He needs love.

I want to live again.

Make it stop me if you've heard this one before.

The thoughts tell him he's not who he knows he is  
And that's a blunt knife clean through the chest  
He can't look at people  
Loved ones  
Himself  
He's scared  
He's haunted  
He's hunted  
And all while he smiles at gatherings  
To friends and family.

Stop me if you've heard this one before.

At his lowest he wonders if God hears him  
Or if he is mad at him  
If he is lost in darkness  
Losing light  
Losing faith  
Losing God  
He fears his is losing Christ  
Who he has known his whole life

He fears he is hopeless.

Stop me if you heard this one before.

The obsessions won't cease  
The compulsions must happen  
Or else  
Why?  
It never told me exactly  
Or clearly for that matter  
But I think it said I would go insane  
I might not  
But what if?  
What if I become everything I am not  
That would kill me.  
To know thyself  
And to be told you are not who you know you are  
Is painful  
Cruel  
Agony  
But listen  
After years of this fight  
I know  
It will not kill me  
I have been through it  
I have been beaten, battered, bruised and left bloody  
But I never gave up.  
And I never will.

Every day I am at war


Until this mental tyranny is reigning no more.

Tell me, friend, have you heard this one before?




Obsessive Compulsive Disorder.

I live with OCD.

It's no joke.

Title	<b>Julio Soriano Soriano</b>	03/14/2023
	by <b>Xulio Soriano</b> in <b>Napa County Poet Laureate - 2023</b>	id. 35959544
	 @gmail.com	

<b>Original Submission</b>	03/14/2023
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Applicant Full Name	<b>Julio Soriano Soriano</b>
Email Address	 @gmail.com
Check to Confirm:	<b>Applicant is 18 years or older</b> <b>Applicant's primary residence is in Napa County, CA</b> <b>Applicant has a profile on CreativeDirectoryNapaValley.com</b>
Phone:	
Street Address:	 <b>Napa, CA 94558</b>
Mailing Address (if different from Street Address):	n/a
Why do you want to be the Poet Laureate?	<b>I want to be Poet Laureate because I want language justice in poetry. I know poetry is in everyone and in everything. I want poetry to help bridge communities. I want poetry to be intercultural and multicultural, multilingual and multi-media. As the demographics of Napa change, I want our government institutions and community organizations to be as accessible as possible by all cultures and languages. We are transitioning into a new climate-change affected world. We are living through many traumatic social and environmental experiences. If poetry helped me build tenacity during adversity, I hope it may also help communities do the same.</b>



What would your top three priorities be as Poet Laureate?

Además de impulsar la poesía en la comunidad anglo-parlante, me gustaría impulsar la poesía en la comunidad hispano-hablante del Condado de Napa y la comunidad que habla idiomas indígenas, como el idioma Mixteco y otros idiomas. Es necesario promover la poesía en idiomas que son escritos y también en idiomas que no son escritos, por ejemplo, idiomas indígenas que no se escriben con letras romanas. Esta es mi prioridad de justicia lingüística.

Mi segunda prioridad es laborar para que los espacios de poesía incluyan personas de todas edades. Que las personas jóvenes están más involucradas en espacios de poesía, y que puedan crear poesía de diversas maneras escritas y no escritas. Esta es mi prioridad de acceso inter-generacional.

Mi tercer prioridad es la interculturalidad pública. Deseo hacer más visibles a poetas del Valle de Napa que son de culturas migrantes que tienen poca visibilidad. Por ejemplo, personas de culturas Filipinas, o Indígenas migrantes, o personas blancas de clases sociales menos privilegiadas que, por mi experiencia y observación, no participan mucho en espacios literarios o de poesía. Esta es mi prioridad de equidad social.

As Poet Laureate, how would you engage with the community?

From 2008-2016 I helped organize Open Mic. nights mostly in Downtown Napa. I would like to help organize or support other people organize such events through the valley. Open mic nights can be exclusive to poetry, or they can be poetry, hip hop, and music, which are in themselves different mediums for poetry. Usually open mics draw people from many different ages and cultures so I would like to have at least one Poetry or general Open Mic. in each city of Napa County.

I would also make sure that official Poet Laureate events or spaces are at least bilingual, if not multilingual. Translating all promotional materials before a community event, and providing multilingual content during an event, helps engage the community. Schools are currently where there is the most ethnic diversity, so connecting to schools and libraries would be a priority to engage with youth. While the Poet Laureate position has little funding and it is a volunteer position, I would like to support the publication or compilation of a multilingual valley-wide anthology of local poets of all ages, where video can be used for those who don't read and write.

Proof of residence in Napa County, CA (Copy of official mail with applicant name and address)

[IMG-5365.jpg](#)

Letter of Intent

[Carta\\_intencion\\_final.docx](#)

Resume

[Xulio\\_Poetry\\_Resume.pdf](#)

Letter of Support/Recommendation

[letter\\_support\\_naomi.pdf](#)

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5 Supporting Poems (Text, Video, or Audio format)

[The\\_Bicycle\\_Rap\\_Song2010.mp3](#)

[Grand\\_Grandmother2017.pdf](#)

[Like\\_Rising\\_Tortillas2017.pdf](#)

[In\\_This\\_Paradise\\_2017\\_video\\_performance.mp4](#)

[Somos\\_Tortillas\\_2018.pdf](#)

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## **Carta de intención**

### **Xulio Soriano**

A quien le concierne:

A veces es difícil contestar preguntas grandes, como "el porqué." ¿Por qué he vivido en Napa por 23 años, y porque mis padres dejaron el lugar donde nací que tanto amaba y que sigo queriendo con todo mi corazón desde lejos? ¿Por qué sigo viviendo en Napa cuando muchas de mis amistades salen fuera de Napa para sobrevivir artísticamente y espiritualmente? ¿Por qué no buscar otro lugar, un hogar en donde no me sienta como un extranjero? ¿Por qué sigo siendo poeta si mi familia necesita que yo tenga una carrera en donde pueda tener dinero para levantar nuestra situación económica, para que sus sacrificios valgan la pena? En años pasados, escritores y otros Poetas Laureadas me han sugerido considerar aplicar para ser Poeta Laureado. Sin embargo, no he tenido la impresión que este puesto sea un lugar en donde un migrante, una persona indígena, una persona morena, una persona insatisfecha con la experiencia de exclusividad en el Valle de Napa, pueda florecer. He tenido miedo de que institucionalizarme como Poeta Laureado en Napa, si lograra tener ese puesto, sería un puesto en donde el poeta va a perder su esencia, en donde yo perdería mi esencia. Ahora pienso un poco diferente.

Después de la pandemia de COVID-19 y la crisis de incendios de cambio climático que afectaron fuertemente al Condado de Napa, mi manera de pensar ha cambiado un poco: la crisis es una oportunidad para la transformación. La crisis demuestra nuestras debilidades pero también nuestra fortaleza y nuestro potencial como individuos y como pueblos. Quizás siendo Poeta Laureado bilingüe yo pueda ser una oportunidad para que haya más puentes entre las comunidades multilingües de Napa. Si la poesía es multilingüe y accesible, ojalá Napa County también pueda ser accesible y multilingüe cuando enfrentemos más crisis económica, climática, y social.

March 12, 2023

To Whom It May Concern:

It is my honor to give a whole-hearted endorsement and recommendation to Xulio Soriano as he applies to be the Poet Laureate of Napa County. Xulio embodies what this position is, and would bring a spotlight to poetry and the arts in Napa in a powerful way.

I met Xulio back in 2013, shortly after I opened Napa Bookmine in a space adjacent to a performing arts community theater space that Xulio co-created and operated. For years, until the lease of The Black and White Center ended, I had the opportunity to witness the quality youth-centered programming that he organized. There was a monthly, very popular Open Mic at the B+W Center, and Xulio also provided a space there for various dance groups, musicians, and writers/poets to gather and rehearse.

Xulio is a poet in his heart, on the page, and on the stage. He is a multilingual community organizer who is known to have acted as a bridge between the Latinx and White communities of Napa. Xulio is an authentic, passionate artist and organizer and our community of Napa is currently sorely lacking in the leadership that he would provide. He would energize a segment of young artists whose interest and exposure to poetry has gone unlit due to the painful lack of recent opportunities due to the Covid-19 pandemic.

I haven't heard it in years, but he would kick off every Open Mic with his Pedal Power poem, which always make the audience go wild with excitement. He creates beautiful combinations of words deep with meaning, and often has fun with it and encourages others to do so as well. Even Xulio's Facebook updates are filled with poetry. At some point, and I have never once had this thought about anyone else, I wanted to publish every single post he made on social media and consolidate them into one book so our community could share, remember, and learn from Xulio's spirit and passion. Having a Poet Laureate like Xulio would most definitely inspire future generations to be interested in writing and finding their voice. He is a visionary, and our Napa youth deserve to meet him and be inspired by him. Through that exposure, he would inspire more than a handful of our students to think of poetry and interdisciplinary arts in a new way and create meaningful relationships while doing so.

Thank you for considering Xulio for this leadership position. Please don't hesitate to contact me with further questions. I believe in him and the ways in which he will challenge Napers to think bigger, more critically, and honestly.

Sincerely,  
Naomi Chamblin  
Owner, Napa Bookmine

**NAOMI CHAMBLIN**

Owner, Buyer of Children's Books

[naomi@napabookmine.com](mailto:naomi@napabookmine.com) | 707.

[napabookmine.com](http://napabookmine.com)

# Xulio Soriano

Poet, performance Artist



 @gmail.com

 Napa, CA 94558

## Work Experience

### AVID Tutor, Vintage High School

*A2008-2009*

- ▶ Supported youth in English, Math, Spanish, and French class work.
- ▶ Gave powerpoint presentations a few times per year.

### Rancho Gordo Retail Coordinator 2015-2017

- ▶ Supervised retail store, trained new sales employees, gave Spanish classes to employees.

## Summary

Indigenous performance artists living at the nexus of art, education, and equity.

## Education

### Vintage High School

*2004-2008*

-Graduated in 2008

-Won the 2008 Jessamyn West Writing Contest, High School Student Category, 1st place Poetry in Spanish, 2nd Place Poetry in English

### Napa Valley College

*2008-2014*

# Xulio Soriano

Poet, performance Artist

## 2017-Present

Movimiento Cultural de la Union Indigena

- Volunteer Coordinator
- Board of Directors, Vice President
- Director of Organizational Development

-Won 2nd place in Jessamyn West Creative Writing Contest, College Student Poetry

Category.

## Other achievements

- ▶ 2018 Presenter at United Nations conference, side event, New York
- ▶ 2018 Recipient of NEWS Male Role Model of the Year Award
- ▶ Co-founder of The Black and White Cultural Center, Downtown Napa
- ▶ Co-Founder of Alianza Mixteca del Valle de Napa
- ▶ Napa Valley Ethnic Studies Advocates, Co-Founder

## Grand Grandmother

My *tatarabuela*  
As ancient as *Huehuateotl*  
My great, great, grand-grandma

Every dawn when Sun climbs mountains  
Your waking eyes stretch the ridges on your skin  
Your long-awoken palms read the braille on your face  
Your ground grooves on your temple speak like morning records  
When you press your gaze with weathered hands  
And adjust your quiet bones

Your ruffled braids wait patiently  
As you rise up like the spine of *América*

You touch my pores to bless me  
Just as you cured clay comales  
With circular massage of *cal*

You travel each night  
Between moonlight howls  
And crepuscular chirps  
Crossing veils and borders  
To remind me...

**Like Rising Tortillas**  
**(From a Permanent Resident Alien)**

We don't live to take bread crumbs  
We don't beg to exist  
We exist to resist  
We insist we exist

We are like corn tortillas  
The more you push down  
The more you try to thin us out  
The more we have reason  
To politically expand  
And poetically expound  
Upon who we are and what we're about  
So pay attention to this sound  
Cuz we're about to break it down  
Pay attention to this sound  
Cuz we're about to rise up and get down

We make moist morning chilaquiles  
From dead dry crumbs  
Pedazos secos de tortilla  
No vivimos de rodilla  
Nos incamos con respeto  
A la tierra a pisar  
El fruto que diariamente  
Van ustedes cenar

We don't live to take bread crumbs  
We don't beg to exist  
We exist to resist  
We insist we exist

We engineer with what we find  
We do rascuache  
We work, we grind, we don't demise  
We work, we grind, we do design

We've engineered pyramids without wheels  
We've built our lives driving without licensed vehicles  
Permit me to say  
Our souls move without a permit  
We refuse to be made



Undocumented status hermits

So we break out of our shells  
Flowers, mangoes, and strawberries we sell  
Hit the books to academically excel

Wherever we go  
We carry home on our back  
We say si se puede  
We say Isang-Bagsak!

But my life has always been a perpetual purgatory  
That's why my heart is full of border-crossing oratory  
Jailed up, caged up, arbitrarily  
Subsidized, privatized, penitentiary  
Transgender queer immigrants facing solitary  
Confinement, confinement--come find me!  
Come find me!  
Come find us!

Families and children force injected and incarcerated  
In a cold concrete box  
My school is underfunded with a cereal box-top  
Military, prison, non-profit industrial complex  
This doctrine won't stop

Undocumented, DACAmended, UnDACAmended  
Augmented fictional reality  
I tend to prefer a decolonized mentality  
A state of mind and a status  
That embraces our humanity

We don't live to take bread crumbs  
We don't beg to exist  
We exist to resist  
We insist we exist.

**Somos como tortillas que se inflan, resisten, y se levantan  
(De parte de un residente con "mica")**

No vivimos por migajas  
No rogamos por vivir  
Existimos porque resistimos  
Insistimos que existimos

Somos como tortillas de maíz  
Entre más nos quieren reprimir  
Entre más nos quieren aplastar  
Más esperanza tenemos de crecer y vivir  
Y expandirnos políticamente  
Y exponernos poéticamente  
Y explicarles claramente  
Quienes somos y de qué estamos hechos

Por eso pongan atención  
a este ritmo y sonido  
Pueblos poetas unidos  
Jamás serán vencidos

En la mañana con familia  
Cocinamos chilaquiles  
Renace la seca tortilla  
Con el jugo del sol que brilla  
With the moisture of a new sun  
We pick the food you all eat  
But we don't live on our knees  
We kneel in respect for Mother Earth

No vivimos por migajas  
No rogamos por vivir  
Existimos porque resistimos  
Insistimos que existimos

No se limitan nuestros sueños  
Somos gente del rascuache  
Son creativos mis diseños  
Son humildes mis huaraches

Fuimos ingenieros de pirámides sin el uso de la rueda  
Nos ingeniamos la vida manejando sin licencia nueva  
Permitanme decir

Que nuestras almas se mueven sin permiso  
No dejaremos que nos traten  
Como trapos en el piso


Escapamos la pobreza  
Vendemos flores, mango, y fresa  
Estudiamos y leemos  
Porque la educación es grandeza

Dondequiera que vayamos  
Nuestra hogar cargamos en la espina dorsal  
Somos tiernos y fuertes  
Como espinas de rosal  
Cantamos SI SE PUEDE  
Gritamos ISANG BAGSAK  
Cantamos SI SE PUEDE  
Gritamos ISANG BAGSAK!!!

Nuestras vidas siempre han sido un perpetuo purgatorio  
Por eso el corazón tenemos lleno de oratorio  
Encarcelados, enjaulados, inyectados arbitrariamente  
En prisiones privatizadas quedamos privados eternamente  
Generan ingresos torturando gente y hermanxs transgénero  
Limitando la diversidad de cuerpo, mente, e identidad género  
Cárceles crueles de concreto carecen de compassion  
Niños, padres, y madres les separan sin razón  
Hay dinero para el complejo militar-industrial-prisión  
Pero nunca hay dinero para la educación

Indocumentada DACAmentada, in-DACAmentadada  
Realidad ficticia, realidad aumentada  
Yo suelo preferir una mentalidad de-conquistada  
Una estatus y un estado de mente  
Que refleje una existencia humanizada

No vivimos por migajas  
No rogamos por vivir  
Existimos porque resistimos  
Insistimos que existimos

Title	<b>Dominic Triglia</b>	03/09/2023
	by <b>Dominic Triglia</b> in <b>Napa County Poet Laureate - 2023</b>	id. 35918354
	 @gmail.com	

<b>Original Submission</b>	03/09/2023
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Applicant Full Name	<b>Dominic Triglia</b>
Email Address	 @gmail.com
Check to Confirm:	<b>Applicant is 18 years or older</b> <b>Applicant's primary residence is in Napa County, CA</b>
Phone:	
Street Address:	 <b>Calistoga, Ca. 94515</b> <b>This is my current street address. We recently moved to this address. In the box that asks for proof of residency I used our last address. We have a PO Box so it's tough to find a street address in our correspondence to use. Please contact me for clarification.</b>
Mailing Address (if different from Street Address):	 <b>Calistoga, Ca. 94515</b>
Why do you want to be the Poet Laureate?	<b>I love poetry. I love poetry in all its forms.</b> <b>I have been active in the poetry of Napa Valley for 46 years. In that time I've made many friends and contacts in the writing community. Through their help, I can draw on them to create exciting events. Both the last two Poet Laureate's of Napa County are close friends. I've been directly involved with the programs they produced through the last four years. From my experience, I believe I can carry out traditions they've made while in the position, and add new ideas to implement as the new PL.</b> <b>I love seeing people grow as poets. I recently conducted a poetry workshop in Fairfield on the making of chapbooks. One person got up to read their poem and started to apologize for her work before she read it. What she felt and said is not unusual for people to express when reading in public. I told her to own her work. Get up and be proud of her piece. Don't apologize for your creativity. I believe she grew as a poet that day. I love helping people gain confidence in their writing and presenting. I love poetry.</b>

What would your top three priorities be as Poet Laureate?

1. To continue the traditions created by past Poet Laureates.
2. Engage with poets of all ages in the County and bring them out in the open. I know many people who write poetry and never share their work. I also know poets from the Valley who were active years ago. I'd try to lure them back to sharing their poetry with the community.
3. Work on getting video equipment and or volunteers to film poetry events. I would like to see events recorded for future generations to view.

As Poet Laureate, how would you engage with the community?

I have many contacts from Calistoga to Yountville. I would work hard to make a presence in Napa, the largest city in the county. One of my ideas would be to have a booth supporting poetry at the Farmer's Market in Napa. Also to have readings in Napa at local bookstores and the Napa Library.

I plan to have a discussion with my good friend and fellow poet Richard Talavera about how to engage the Latino community for events involving poetry.

I plan to have events that involves and includes the LGBTQ community.

I look forward to working with teachers to bring poetry into the schools.

I want to tap the young people in their 20's and 30's to express themselves through poetry. Far too often the events I attend are filled with seniors. That's not a bad thing, but I'd like to see more young people attend poetry events.

Proof of residence in Napa County, CA (Copy of official mail with applicant name and address)

[IMG-7255.jpg](#)

Letter of Intent

[Application\\_Letter.doc](#)

Resume

[Resume\\_for\\_PL.pdf](#)

Letter of Support/Recommendation

[Nick\\_Letter\\_of\\_Rec.pdf](#)

5 Supporting Poems (Text, Video, or Audio format)

[BECAUSE\\_OF\\_YOU\\_I\\_WALK\\_THE\\_VINES.docx](#)

[IN\\_THE\\_VALLEY\\_OF\\_TASTING\\_ROOMS\\_Autosaved.docx](#)

[PUT\\_THE\\_MAIL\\_IN\\_THE\\_BOX.pdf](#)

[URBAN\\_HAIKU\\_NEWS\\_CHAIN\\_MIGRATION.pdf](#)

[The\\_question\\_is.docx](#)

Open Letter to the  
Arts Council Napa Valley  
Napa County Board of Supervisors

I am applying for the position of Poet Laureate of Napa County. For over 40 years I've been active in the Poetry Community of the Valley. With my experience I feel it is time to use my powers to lead the Poetry of the Valley to new areas and heights along with carrying on the traditions of past Poet Laureates. I don't take this responsibility lightly. I've seen the hard work that both Jeremy Benson and Marianne Lyon have put in as Poet Laureate.

I am up for the challenge.

Listed in this application is my resume. I hope you take into consideration the number of events I've been involved in through the years, and consider me a worthy candidate for the position.

Sincerely,  
Dominic (Nick) Triglia

Dear Christopher, Anthony, and the Napa County Board of Supervisors,

please consider appointing Nick Triglia to the post of Poet Laureate of Napa County. Having some insight into the role, I believe Nick is a deserving candidate for the mantle. He already performs many of the tasks asked of, expected from, or hoped for in a Poet Laureate. For all intents, Nick was my unofficial deputy during my term, but I was his right-hand man for many of the events we co-produced. Nick has a passion for poetry, is a natural community builder, and has a knack for producing events. To boot, he is a life-long resident of Napa County.

I met Nick soon after my appointment to Poet Laureate, when he eavesdropped on an interview I gave to his friend Yvonne Henry for the Calistoga Tribune. He had agreed to be a silent spectator during the interview, but he let a torrent of questions and comments flow over lunch. He then asked me to perform at the Storytelling Speakeasy, an event he organized for Arts in April, and soon, we were meeting regularly over wine and cheese to talk about poetry.

Which brings me to the first requisite quality one should have to earn their laurels: a passion for poetry. Of course, Nick writes poems, and continues to learn and hone his craft. He is part mad scientist--what if he electrocutes this idea, this emotion?--and part memoirist. He loves word-play and social absurdity like George Carlin, and silliness and sorrow like Richard Brautigan. Nick's poems are funny and touching and frustrated: they are human. As a performer and emcee, Nick plays his voice like a well-conducted orchestra, pulling audiences in.

Nick seeks out readings and gatherings in the Valley and beyond, often organizing small pilgrimages to Petaluma's Poetry Walk, or to San Francisco's City Lights bookstore and the Beat Museum (to which Nick has loaned, from his collection, a rare postcard signed and doodled by Jack Kerouac). Nick has judged the Poetry Out Loud competition for Napa County teens. Nick maintains a long email list of poetically-interests acquaintances, which he uses to share his delight in newly discovered poems.

Which brings me to the second requisite quality of a Poet Laureate: community. Nick invites people in, shows they are welcome. It helps, here, that Nick has lived in Napa Valley most of his life--so he knows a lot of its residents, and continues to tell its oral histories. During the pandemic, Nick helped launch a monthly writing group and featured-reader series held on Zoom; he also started a chapbook exchange he calls the Witness Protection Program Poets. In the events that he and I co-produced, Nick sought to include poets and writers of all ages and identities: Nick is eager to include everyone. Nick celebrates the work of others in the community, as he did earlier this year, when he and Marianne Lyon surprised local writer Bob Winters with a reading of his work on his birthday.

Which brings me to the third requisite: event organizing. Nick has always been gathering people together to have fun with words. In the time that I've known him, he has produced the standing-room-only Speakeasy Storytelling events in Calistoga with the Arts Council and on his own. He has worked closely with Chris Rogers of the Tucker Farm Center to host readings, classes, and open-mics at the landmark hall. With Marianne Lyon, Nick has taught chapbook-making workshops in Napa County and beyond. Nick produces these events with pride--he understands it is sometimes, but not always, as simple as gathering people with similar interests, but sometimes an event is an Event, a show, it's entertainment. As he attends events, he notes which readers he and the audience respond to, and he then invites them to perform at his events--he has booked Oakland poet Richard Loranger, and Pulitzer Prize-winning poet Forrest Gander.

Nick is a great choice for Poet Laureate, and I can't recommend him enough.

Thanks,  
Jeremy Benson  
Napa County Poet Laureate Emeritus  
March 8, 2023

Resume: I don't have a degree from College. In one of my poems I wrote that...at the age of 56 I'm still a Junior in College. In my twenties I took a creative writing course through Napa College extension in Calistoga. The instructor was Michael Dow. In 2016 I took the same class offered at the St. Helena campus. The instructor was Ana Manwaring. I also attended a writing course by Ana Manwaring at the Rhianda House until the pandemic hit.

1. In 1977, at the age of 26, was the first time I read my poetry in a small bar and restaurant in Calistoga.
2. After that first time, I co-produced many readings and open mics in Calistoga.
3. In the late 70's and early 80's I read poetry in venues in Yountville and Guerneville.
4. Through the 80's and 90's I was involved in an ever changing critique group of writers.
5. In 1992 a friend of mine and I had a poetry and prose marathon of readers. It went from 7am to 7pm. It was held at the Calistoga Roastery. We gathered 48 readers! Readers were allotted 15 minutes. We raised money for the Local Food Bank. My friend moved and the next year I continued the marathon, although it was less hours. I think it was 10 am to 7pm.
6. Calistoga hosted the Relay for Life for a number of years in the early 2000's. To raise money for Relay I brought back the marathon. It was also hosted by the Roastery. Since there was already a Mustard Festival, I dubbed it the Ketchup Festival. I employed ages from 7 to 70 and beyond to read at this event.
7. I have two writer friends who keep in contact by email. We share our work frequently to comment and critique.
8. For many years I co-hosted bi-monthly poetry readings at the Calistoga Roastery.
9. Since 2002 till the present I've written over a dozen 'oral history' stories for the Calistoga Tribune, a weekly newspaper. Although its been a few years since I've written for the paper. In 2005 I won a first place award for one of my stories from the California Newspapers Association. The story was titled The Polenta Club.
10. In 2018 I won first place in the Jessamyn West poetry contest for the poem Urban Haiku News Chain Migration.
11. In 2017 I was asked by Danielle Grant to produce the Storytellers event in conjunction with Arts in April at Tank Winery in Calistoga. The event was standing room only. I put the same event on the next year at Tank and then moved it to Tucker Farm Center the next year.
12. In 2018 I co-produced a reading of writers from the Broken Nose Collective at Tucker Farm Center. We had over a 100 people show for the event!
13. In April of 2019 I put on a poetry event titled Poetry Palooza. I employed 15 people to read at the event.
14. In 2019 I was invited to join the Broken Nose Collective Chapbook Exchange. I've since written 5 chapbooks and am working on my 6<sup>th</sup>.
15. In 2020 I started my own chapbook exchange group called the Witness Protection Program Poets. I've conducted two rounds of exchanges. The combined rounds has included over 35 people.
16. In 2020, due to the pandemic, I co-produced a monthly zoom meeting titled the FUNdamentalists with Ana Manwaring. Each month we'd bring a guest speaker. The list of guests includes Iris Dunckle, Poet Laureate Emeritus of Sonoma County and Forrest Gander, Pulitzer Prize winner, along with Georgina Marie Guardado, current Pet Laureate of Lake County. I stayed involved with the group for 18 months.
17. In 2022, I co-produced a Chapbook Workshop at the Napa Library with Marianne Lyon. We did another Chapbook Workshop last month at the Fairfield Library.
18. In January I produced a Poetry reading at the Saint Helena Library in honor of Bob Winters and his work in poetry. Bob has Parkinson's disease and is unable to read in public. In coordination with Bob's wife Colleen, we employed ten people to read Bob's work.



19. On the 18<sup>th</sup> of this month I'll be reading Bob Winter's poetry at Copperfield's in Calistoga.
20. In January I produced a gathering of relatives and friends of Richard Talavara to celebrate Richard's Birthday. People read poems and stories to Richard.
21. Once a month I attend a gathering of up to 14 writers at Hill Winery in Yountville. We read and critique each other's work.

## IN THE VALLEY OF TASTING ROOMS

I'm tasting wine today,  
by appointment only  
I have a spit bucket,  
but won't use it,  
who wants to clean  
a spit bucket?

A sign in my tasting  
room reads: No swirling  
wine in your glass,  
it makes me dizzy.

The words floral, black  
cherry, persimmon, leather,  
pear, tobacco, peach, barnyard,  
berry, wet dog hair,  
bell pepper, earthy,  
cacao, cat pee, hazelnut  
stone fruit, smoky, cedar,  
ginger, diesel, vanilla,  
graham cracker,  
and especially cassis,  
are strictly forbidden to  
say when tasting  
wine in my tasting room

No talking is allowed in  
the Wine  
Library and is strictly

enforced, the tasting room  
includes showers  
and locker rooms for  
Wine Club members only.

I opened without a permit  
to the public for private  
tastings, after 2 months I  
turned myself in to  
the County Supervisors  
for running an  
illegal Tasting Room,

I demanded a hearing!

At the hearing I expect to  
be allowed fifteen parking  
spaces, an access road  
to a future winery facility,  
a no limit use to ground water,  
and the ability to conduct concerts,  
weddings, baptisms,  
funerals and exorcisms.

My life is funky  
but chic, I wear  
a faded blue shirt  
and jeans with  
a holster on my  
belt for pruning  
shears, in my back

pocket is a red  
bandana for various  
uses—a head  
band (to relate to my  
workers), scarf  
(to relate to the  
tourists), or—to blow  
my nose (to relate to  
people with allergies.)

I'm known as a Cab  
farmer, the kind  
of farmer who sits  
in the cab of an air-  
conditioned truck  
and watches his  
workers tend to the vines.

Orange County Fair  
Wine Competition  
awarded me numerous  
Bronze ribbons and  
now I own  
a trophy wife.

I've renamed my dog Pinot,  
call my house a Chateau,  
drive a pickup with a winery logo,  
and changed my name to Marcello.

My grapes are from small  
lots of 100 year old vines,

blended with juice trucked  
in tankers from Lodi California.

The wine pairing suggestions  
on the back label of  
the bottle read:  
*Granny Goose Potato  
Chips or Lamb.*

The sign facing the  
highway reads:  
*We make Bitchin' Wine!*

The gift shop guests can buy  
stemmed-glasses  
for target practice,  
and tee-shirts that read  
*Glassy-winged Sharp  
Shooter Breeder*  
on the front... and on the back,  
*It takes a Spillage.*

It's time to close  
my tasting room  
for the day,  
time to drink a  
bottle of wine

### PUT THE MAIL IN THE BOX I

Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
All work and no play makes Nick a dull boy  
All work and no play makes Nick a dull boy  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box

### PUT THE MAIL IN THE BOX II

Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
Put the mail in the box, go to the next box  
STOP look at the mail.  
Go back to the last box, look at the mail,  
take the mail back to the box before that,  
put the correct mail in the box,  
go to the next box,  
put the correct mail in the box,  
go to the next box,  
put the mail in the box, go to the next box.

### PUT THE MAIL IN THE BOX III

Everyday is the same  
Everyday is different

Put the mail in the box, pick up nails off  
the street, put the mail in the box, pick up  
daily paper, walk up to porch, drop it near  
the door, put the mail in the box, water  
flowers in the summer, knowing residents  
are away, put the mail in the box, help  
move a piece of furniture into a bedroom,  
put the mail in the box, help start

lawnmower, put the mail in the box, turn off hose left on by mistake, put the mail in the box, jump start a car by pushing down the street, put the mail in the box, help a woman turn on the water to the residence, put the mail in the box, speak to single senior daily, watch for signs of failing, put the mail in the box, pull off shoe of child whose foot is caught in spoke of bicycle, put the mail in the box, hear a call for help, find neighbor who has the key to trailer, pull out elderly naked woman stuck in bath tub, put the mail in the box, place crying barefoot three year old in mailbag and return her two doors back to grandparents' house, put the mail in the box, woman screams that her brother was not responding in motor home parked near curb, she removes faithful pit bull, I enter and find he's dead, push on chest and yell his name until EMTs come, put the mail in the box, read postcards while walking down the street, put the mail in the box, eat homemade chocolate chip cookies given to me on front porch, put the mail in the box, place the mail on TV tray inside the house for invalid, put the mail in the box, overpay the lemonade stand attendant, put the mail in the box, go to the next box.

The question is:  
"Who is your favorite poet?  
The answer determines which  
part  
of  
heaven  
or  
hell  
is expecting you." YH.

#### ANSWER

My pick is William Blake  
I'll take the fire in the lake  
or Howl all the night in  
Reality Sandwich with  
Allen Ginsberg at my side  
Rod McKuen's poetic spell  
would be my personal hell  
William Carlos Williams  
with his "no ideas but in things"  
I'd taste the plum and see  
the red wagon in his  
Patterson Paradise  
Theodore Roethke'd help me  
wake to sleep in my dream  
Maya Angelou cage  
my heart to sing and know why  
she is a worthy pick  
or  
Ogden Nash's candy and liquor  
for an afterlife of limerick  
Swim in the ancient dusty rivers  
of Langston Hughes  
or  
count small boned bodies with  
Robert Bly,  
hear the deaf mutes muffled roaring  
trapped in a building filled with smoke,  
with Denise Levertov,  
feel the itch of hay dust in sweaty shirt  
of Gary Snyder,  
and I, with John Berryman ask relevant  
questions of Mr. Bones.  
It is not an easy pick,  
I'd rather take a dozen over one and  
follow this band

through all the depth and misery  
take my chances with their  
heaven and hell,  
so I could be in good company.

## URBAN HAIKU NEWS CHAIN MIGRATION

- I. Orange light filled with greed  
What have we done Almighty?  
Dim bulb shine no more
- II. Flu bug kills baby  
Parents wail their grief to God  
God grants men home runs
- III. AR-15 fires  
Bullet pierce student body  
Playground now kill field
- IV. Blood stains Science class  
Fear the new curriculum  
Second Amendment
- V. Nightly News reports  
ICE catches one illegal  
How many broken hearts?



## APPLICATION GUIDELINES

NAPA COUNTY'S

# poet Laureate



On behalf of the Napa County Board of Supervisors, Arts Council Napa Valley (ACNV) in partnership with the Napa County Library (NCL) announces the opening of the position of 2023 Napa County Poet Laureate.

Application Deadline: March 10, 2023 @ 5:00 PM

Application: <https://artscouncilnapavalley.submittable.com/submit>

## PROGRAM DESCRIPTION

As an ambassador for poetry, the Napa County Poet Laureate is expected to promote public awareness and heighten the appreciation of all forms of poetry, including spoken word. The Poet Laureate will strive to forge a meaningful connection with the community, undertaking projects that make poetry more available and accessible to people in their everyday lives. During the Laureate's two-year appointment, they will be expected to present at selected public gatherings, initiate a dialogue between poets and the community, and inspire others to write, perform, and express themselves in poetry.

## MISSION & GOALS OF THE NAPA COUNTY POET LAUREATE PROGRAM

- Celebrate through poetry where we live and who we are
- Inspire others in their writing and personal expression
- Promote poetry through the media and through cultural organizations and to reach out to community institutions
- Encourage writing in all age groups
- Promote poetry at cultural events
- Create and perform new work
- Create and/or read poetry at civic occasions, celebrations and moments of public transition
- Bring attention to poetry in less traditional settings

## POSITION DESCRIPTION

The position of Napa County Poet Laureate will be filled by a writer/performer who has contributed to Napa County's arts community, written and performed poetry of merit, and is comfortable with public presentation and interaction. Through poetry, the Poet Laureate should address themes that bring attention to Napa County's community and history.

## POSITION DUTIES & RESPONSIBILITIES

### **The Napa County Poet Laureate will:**

- Be introduced at the Napa County Board of Supervisors upon approval
- Be a contributing judge at any ACNV poetry contests during their tenure
- Perform at least one reading at an ACNV and/or NCL event

The Poet Laureate may also participate in civic events and outreach activities. Official Napa County Poet Laureate schedule of events must be arranged in advance with the program manager. These activities may include:

#### **Events:**

- Inaugural events/ceremonies
- Community celebrations
- Readings at ACNV and/or NCL events
- Participation in literary events, such as Napa Valley Writers' Conference

#### **Outreach Activities**

- Regular poetry column for a local paper
- Radio/TV appearances
- Bookstore readings
- Presentations or readings at libraries, senior centers, and schools

## ELIGIBILITY

### **To be eligible to serve as Napa County Poet Laureate, the applicant must be:**

- Actively writing poetry and working within Napa County's literary community
- A current resident in Napa County for at least 3+ years, planning to maintain residency during the term
- Experienced publishing or presenting poetry/spoken word
- Recognized as a poet of merit by peers

## **POSITION TENURE & COMPENSATION**

The volunteer, non-paid position of Napa County Poet Laureate will be an honorary title to be held for a term of two years. With the support of the County of Napa and sitting Poet Laureate, ACNV and/or NCL may solicit and receive donations, grants or funds or other revenue, from public or private sources, and expand those monies to develop a stipend for the Napa County Poet Laureate or for any other expenses associated with implementing this program.

## **REVIEW & SELECTION PROCESS**

Applicants will be garnered through the following process: ACNV and NCL will solicit nominations through a "Call for Nominations" to be posted to the ACNV website ([www.artscouncilnapavalley.org](http://www.artscouncilnapavalley.org)) and through direct contacts at non-profit organizations, colleges, literary groups, etc. Selection will be achieved through a competitive nomination process.

Director, Chief Officer, or their designee of Napa County Library and Arts Council Napa Valley will interview applicants to make a recommendation to the Napa County Library Commission for review. The panel will select one applicant to present to the Board of Supervisors.

The Board of Supervisors has the right of refusal, in which case the panel will select a second applicant. The award decisions are made based on a combination of the applicant's past literary contributions to the community, current samples of poetry and proposed activities. Applications will be screened for adherence to guidelines. Those not meeting criteria will be removed from consideration.

### **It is important to know that the Review Panel:**

- May ask finalists to submit further work
- Participate in an interview and an oral presentation
- Will review the nomination forms, sample work and proposals
- Is not required to provide feedback to individual poets
- Reserves the right to ask for further information from the nominator and/or applicant

The Napa County Board of Supervisors will appoint the Napa County Poet Laureate in April 2023 from a list of applicants provided by the NCL Commission, including a recommended candidate.

## TIMELINE

- **2/1/23:** Call for Applicants Opens
- **3/10/23:** Application Deadline
- **3/21/23 - 3/24/23:** Review Panel Interviews
- **5/16/23 (tentative):** Board of Supervisors appoints new Napa County Poet Laureate.

*Appointee is strongly encouraged to attend the Board of Supervisors meeting and be prepared to present an original work.*

## NOMINATION SUBMISSION INSTRUCTIONS

***Limit one application per applicant. The following must be submitted online by 5:00 PM on March 10, 2023:***

- Completed application form with contact information
- Applicant's resume
- 1 letter of interest from the applicant
- 1 letter of support for the applicant from individuals or organizations in the community
- 5 Original poetry samples consisting of no more than 5 pages or 2,500 words (may be in audio or video formats)

## DEADLINE TO APPLY

**MARCH 10, 2023 @ 5:00 PM**

**TECHNICAL QUESTIONS: EMAIL [INFO@ARTSCOUNCILNV.ORG](mailto:INFO@ARTSCOUNCILNV.ORG) OR CALL (707) 257-2117**

**CONTENT QUESTIONS: EMAIL [ANTHONY.HALSTEAD@COUNTYOFNAPA.ORG](mailto:ANTHONY.HALSTEAD@COUNTYOFNAPA.ORG)**



A Tradition of Stewardship  
A Commitment to Service

Napa County Library

580 Coombs St.  
Napa, CA 94559  
www.napalibrary.org

Main: (707) 253-4243  
Fax: (707) 253-4615

Anthony Halstead  
Director of Library Services & Community Outreach

723

## MEMORANDUM

To:  
Board of Supervisors

From:  
Anthony Halstead – Library Director

Date:  
5.16.23

Re:  
Napa County Library Commission Recommendation  
to BOS for applicant to serve as Poet Laureate

Napa County Library Commission met in a regular meeting on Thursday, May 4, 2023, and recommended the following applicant for service as the Napa County Poet Laureate:

1. Appointment of Aisha Rivera, representing *County At-Large (2-Year Term)*, with the term to commence immediately and expire on May 16, 2025.

It is therefore requested that at the next available meeting of the Board of Supervisors, the recommendation of appointment for this applicant be added to the agenda.

If you have any questions or concerns, please contact me at ext. 4061. Thank you for your consideration of this request.

A handwritten signature in blue ink, appearing to read "Anthony Halstead".

Anthony Halstead  
Director of Library Services & Community Outreach



A Tradition of Stewardship  
A Commitment to Service

**Board of Supervisors**

1195 Third St.  
Suite 310  
Napa, CA 94559  
[www.countyofnapa.org](http://www.countyofnapa.org)

Main: (707) 253-4421  
Fax: (707) 253-4176

**Belia Ramos**  
Chair

May 16, 2023

Marianne Lyon

Ms. Lyon,

I am writing to you on behalf of the Board of Supervisors to express our appreciation for serving as the Poet Laureate over the past two years. The Poet Laureate is an ambassador of poetry for the County, promoting public awareness and heightening the appreciation of all forms of poetry.

Through regular programs and outreach throughout the County at public events, schools, our libraries and beyond, you have dedicated yourself to bringing people of all ages and backgrounds together to share their love of poetry and work to help them develop their craft.

We truly appreciate your dedication to the arts and your willingness to serve Napa County and its residents.

Regards,

Belia Ramos  
Chair

**Joelle Gallagher**  
District 1

**Ryan Gregory**  
District 2

**Anne Cottrell**  
District 3

**Alfredo Pedroza**  
District 4

**Belia Ramos**  
District 5

## Home

“Where is home?”

My college peers always ask me.

Where is home?”

I tell them I come from the Valley

Filled with green trees and memories

Of mother’s *pozole* on my birthday,

High school graduations,

And flans devoured for baptisms and weddings.

They shake and laugh,

They only ask

If the wine is as rich

As they say it is

Where is home and what does that make me?

A question that haunts me.

I am not Napa,

I am not California,

I am not Mexico,

I am not Sonoma wines, Valley Trains, or picnics by the river bed.

I am none of these things.

But still they ask me, “Where is home?”

And what does that make me?

How I’d long to be a tourist,

Drunk on wines, on top of moving trains.

How I’d love to be a rich man,

Counting dollars to fall asleep.

How I’d kill to be a foreigner,

With dreams too big to conceive.

But all I know is my blood is hot like sand in the sun,

And my skin is brown like the dirt under my father’s fingernails.

All I know is my mother has the loudest laughter,

And she passed it down to me just like the languages I speak.

All I know is I cry harder in Spanish, and I am heard better in English.

All I know is I dance Folklorico in my sleep, and I read Shaskepeare in the mornings.

Where is home and what does that make me?

All I know is:

I am everything and nothing, Spanish and English, foreign and native, familiar but peculiar.

And my home is north of the border and south of it simultaneously.





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0613

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**TO:** Board of Supervisors  
**FROM:** Steven E. Lederer, Director of Public Works  
**REPORT BY:** Michael Karath, Staff Services Analyst II  
**SUBJECT:** County Service Area No. 3 Fiscal Year 2023-24 - Engineer's Report and Initiate Proposition 218 Election

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### **RECOMMENDATION**

Director of Public Works requests adoption of a Resolution regarding the assessment for County Service Area No. 3 (CSA No. 3) for Fiscal Year 2023-24:

1. Approve the Service Plan;
2. Accept Engineer's Report;
3. Initiate Proposition 218 Ballot Process seeking Property Owners' Approval; and
4. Set a Public Hearing for July 18, 2023 at 9:00 a.m. for Proposed Assessment Changes.

### **EXECUTIVE SUMMARY**

CSA No. 3's authority to collect assessments for enhanced firefighter coverage by the Greenwood Ranch Fire Station (Station No. 27) and street services for 25 years beginning in Fiscal Year 1997-98 expired on June 30, 2022. After all CSA No. 3 property owners were contacted in April 2023, Public Works found little or no interest in continuing "enhanced" fire service, which requires an assessment, but gauged sufficient interest in continuing street services that include street lighting, street sweeping, landscaping, and other related services. Staff is not recommending the continuation of enhanced fire service but directed its engineering consultant to include enhanced fire in the Engineer's Report for the Board's review. Staff recommends to pursue only street services assessments in anticipation of the Board's approval of a Proposition 218 election and property owners' ballot approval of the assessment. Beginning in Fiscal Year 2023-24, Station No. 27 will provide CSA No. 3 with basic fire service (which is enhanced when compared to 2022 service level), which does not require an assessment.

A Proposition 218 ballot process and public hearing are needed to determine whether property owners want to continue street services and grant the County the authority to assess them for these services. The Resolution includes a service plan that identifies the services in the event the Board approves the election to take place and property owners approve the assessment change.

#### PROCEDURAL REQUIREMENTS:

1. Open Public Hearing
2. Staff Reports
3. Public Comments
4. Close Public Hearing
5. Motion, second, discussion and vote on the item.

#### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	A CSA No. 3 budget will be ready for Board review and approval if the Board approves a Proposition 218 election and property owners approve the assessment on election day.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If the property owners reject a Proposition 218 election for the assessment, enhanced street services will not be provided.
Is the general fund affected?	No
Future fiscal impact:	The County will no longer collect roughly \$650,000 per year from CSA No. 3 property owners for enhanced fire service, but this will be offset by providing only basic fire service and no longer providing County funds to backfill funding for enhanced fire service.
Consequences if not approved:	The County will no longer provide street services, and property owners will be responsible for providing them.
County Strategic Plan pillar addressed:	Effective and Open Government

## Additional Information

The County will be required to refund property owners the total assessments collected for enhanced fire service in Fiscal Year 2022-23, which total \$636,869, as of May 1, 2023. However, the available fund balance for enhanced fire services, which totals \$689,860, as of May 1, 2023, will be sufficient to pay these refunds.

**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 1979, CSA No. 3 was formed, following an affirmative vote by the property owners within the boundaries of the area and a Board of Supervisors resolution (79-56).

In 1997, CSA No. 3 property owners passed a Proposition 218 vote that set an assessment methodology to provide certain services within CSA No. 3. These services, which remain today, included enhanced fire protection, street lighting, street sweeping, and median landscaping (of seven roadway medians). Each property is assessed a proportional amount based on the cost of the service and the proportional benefit the property owner receives from the service. In Fiscal Year 2022-23, CSA No. 3 property owners were assessed \$636,869 for enhanced fire protection services (91% of total assessment) and \$60,000 (9% of total assessment) for street services, including \$14,000 for street light maintenance and repair; \$10,000 for sweeping; \$10,000 for median landscaping; and \$26,000 for administration costs.

Recently, Napa County Fire reevaluated the appropriate level of staffing at all its fire stations. Since 2009, CSA No. 3 property owners have been paying (in part) for 11.5 Full Time Equivalent (FTE) staff at the Greenwood Ranch Fire Station, providing four firefighters on shift around the clock. Napa County Fire has determined, based on today's equipment, as well as the introduction of new nearby firefighting resources from the cities of American Canyon and Napa, that the station can provide an equivalent level of service at 9.0 staffing, providing three firefighters on shift around the clock. The 9.0 staffing will be considered the baseline level of service, or "basic service," to be provided by the County. This means there is no longer a need for CSA No. 3 property owners to be assessed for enhanced service.

On June 30, 2022, CSA No. 3's authority to collect assessments for enhanced firefighter coverage and street services for 25 years beginning in Fiscal Year 1997-98 expired. This means that the assessments the County collected for Fiscal Year 2022-23 must be refunded to property owners. The CSA No. 3 fund balance, consisting of funds collected prior to the expiration date, will be used to refund property owners. As of May 1, 2023, the County has collected \$636,869 in Fiscal Year 2022-23 for enhanced fire assessments and has an enhanced fire service available fund balance of \$689,860, which will be sufficient to pay these refunds.

In April 2023, Public Works contacted all CSA No. 3 property owners to gauge their interest in continuing County services. There appeared to be insufficient support to continue enhanced fire service, but sufficient interest to continue street services. The 1997 assessment methodology included expenditure ceilings for street services that have never been adjusted. Over time, with inflation and supply chain issues, CSA No. 3 has been

unable to attract vendors for some of these services and unable to pay present vendors to perform these services at an appropriate level. The ceilings also do not allow for the periodic repair, replacement, and upgrades of aging streetlights, trees, and vegetation. If owners want to continue street services, these ceilings will be removed. Staff has recommended a budget of \$140,000, adjusted yearly by the consumer price index, to provide an appropriate level of street services going forward.

A Proposition 218 election is needed to officially determine whether property owners want to continue street services and grant the County the authority to assess them for this service. Staff is requesting the Board to set July 18, 2023, as the deadline to return ballots and to hold a public hearing during the Board's scheduled meeting, and to direct the Clerk of the Board to comply with applicable notice requirements, oversee the collection of completed ballots and the ballot box, and tabulate the results. Further, staff requests the assignment of Michael Karath, staff services analyst II, who is the Department of Public Works Director's designee for CSA No. 3, as the person to answer questions from the public regarding the public hearing and election. The CSA No. 3's engineering consultant will print and mail the ballots and election information to property owners. If a majority of property owners submit weighted ballots in opposition to the assessment, the County cannot impose the proposed assessment.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,  
STATE OF CALIFORNIA, APPROVING A SERVICE PLAN FOR  
COUNTY SERVICE AREA NO. 3 FOR FISCAL YEAR 2023-2024,  
ACCEPTING THE ENGINEER'S REPORT FOR COUNTY SERVICE  
AREA NO. 3, INITIATING THE BALLOT PROCESS TO AUTHORIZE  
ASSESSMENTS TO FUND THE SERVICES, AND SETTING A PUBLIC  
HEARING ON THE PROPOSED ASSESSMENTS AND LEVY OF  
ASSESSMENTS FOR FISCAL YEAR 2023-2024**

**WHEREAS**, in 1979, the Napa County Board of Supervisors ("Board") formed County Service Area No. 3 ("CSA No. 3") pursuant to Government Code section 25210.1 *et seq.* ("County Service Area law"), as a mechanism for providing certain extended governmental services, such as water and sewer service, to the unincorporated area surrounding the Napa County Airport; and

**WHEREAS**, in Resolution No. 94-27 adopted in 1994, the Board added the extended services of structural fire protection, streetside landscaping, street and highway lighting, and street sweeping to the governmental services that could be provided in CSA No. 3; and

**WHEREAS**, through Resolution Nos. 97-85 and 97-86 adopted on July 29, 1997, the Board funded such services through an assessment rate methodology and special benefit analysis approved by a vote of property owners within CSA No. 3 in the manner required by Article XIID, section 4 of the California Constitution ("Prop. 218"); and

**WHEREAS**, in Resolution No. 09-73 adopted in 2009, the Board approved enhanced fire services that increased staffing at the fire station from 8.5 to 11.5 engineer positions to comply with response times for new development within CSA No. 3; and

**WHEREAS**, the Board no longer wishes to provide enhanced structural fire protection services, but desires to continue providing median landscaping, street and highway lighting, and street sweeping in CSA No. 3 (collectively, the "Services") with increased funding for appropriate upgrades and repairs if assessments are approved by the affected property owners; and

**WHEREAS**, Napa County Code section 3.10.050(A)(1) requires the Board to approve by resolution on or before June 30 of each fiscal year a services plan which indicates which services the Board proposes to provide within each zone of benefit of CSA No. 3 in the ensuing fiscal year; and

**WHEREAS**, the Board proposes to finance the Services through the imposition of assessments on the parcels of real property in CSA No. 3 that will receive special benefits from the Services ("Assessments") until the Board determines that the Assessments are no longer necessary; and

**WHEREAS**, the Board has received for filing with the Clerk of the Board, a written Engineer's Report ("Report") with respect to the Assessments prepared by a professional engineer certified by the State of California and which Report is referred to and incorporated herein by reference; and

**WHEREAS**, pursuant to County Service Area law and Chapter 3.10 of the Napa County Code, the Report includes a description of each parcel of real property benefitting from any of the Services and the amount of assessment for such parcel computed in conformity with County Service Area law and Napa County Code section 3.10.040; and

**WHEREAS**, property owners who will be subject to the Assessments must be given notice of a public hearing where the Board will consider whether to authorize the Assessment, and must be provided with the opportunity to cast ballots in favor or against the proposed Assessment; and

**WHEREAS**, after considering the Report, the Board wishes to initiate the assessment ballot process pursuant to Prop. 218, and to set a public hearing where ballots will be tabulated and the results reported to the Board, and if there is not a majority protest, to consider imposing the proposed Assessments and levying the Assessments for Fiscal Year 2023-2024;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The service plan for Fiscal Year 2023-2024 for the various zones of benefit within CSA No. 3, which continues median landscaping, street and highway lighting, and street sweeping, but ceases enhanced structural fire protection service, all as set forth in Exhibit "A" attached hereto and incorporated by reference, is hereby approved.

2. The Engineer's Report prepared by DTA, a public finance consulting firm, dated April 25, 2023, entitled "Preliminary Engineer's Report, Napa County CSA No. 3, Fire Protection and Street Maintenance Assessment District" has been filed with the Clerk of the Board and is hereby accepted by the Board. A copy of this Report shall be maintained on file with the Clerk of the Board at 1195 Third Street, Suite 310, Napa, California, and shall be available for public inspection at that location during regular County business hours.

3. The Board hereby declares its intention, pursuant to the provisions of County Service Area law and Chapter 3.10 of the Napa County Code, to impose the Assessments upon real property in CSA No. 3 if approved by the affected property owners, and to levy the Assessments for Fiscal Year 2023-2024, as set forth in the Report, but without the assessment associated with enhanced structural fire protection services.

4. Pursuant to Article XIII D, Section 4, of the California Constitution, assessment ballots shall be mailed to the record owner of each parcel located within CSA No. 3 proposed to be subject to the Assessment. Any record owner may complete the assessment ballot to indicate support or opposition to the proposed Assessment. All assessment ballots must be received by the Clerk of the Board before the close of the public hearing. An assessment ballot received after

the close of the public hearing will not be tabulated even though the postmark on the envelope transmitting the ballot is dated on or before the date of the public hearing.

5. With respect to the Assessments proposed to be levied for Fiscal Year 2023-2024, the designated rates are based on the special benefit to be derived by each identified parcel from provision of the Services as further set forth in the Report, and no individual Assessment exceeds the reasonable cost of the proportional special benefit conferred on the parcel to which it relates.

6. On July 18, 2023 at 9:00 a.m., or as soon thereafter as circumstances allow, in the chambers of the Napa County Board of Supervisors, 1195 Third Street, Suite 305, Napa, California, the Board will hold a public hearing with respect to the proposed Assessments and regarding the question of whether a weighted majority of the property owners who are subject to the Assessments have cast ballots in favor of the proposed Assessment and, if so, regarding the levying of the approved Assessments for Fiscal Year 2023-2024. At the public hearing, any interested person shall be permitted to present written or oral testimony regarding the content and accuracy of the Report and of the proposed Assessments. The Board shall consider any protests with respect to the Report and the Assessments, and shall determine whether, and to what extent, to adopt the proposed Assessments.

7. The assessment ballots that are timely received shall be tabulated at the close of the public hearing. The Board designates the Clerk of the Board to act as the tabulation official to tabulate the assessment ballots. If the weighted ballots submitted in opposition to the Assessment exceed the weighted ballots submitted in favor of the Assessment, the Board may not impose the Assessment.

8. The Board designates Michael Karath of the Public Works Department, 1195 Third Street, Suite 101, Napa, California 94559, telephone number (707) 299-1477, as the person to answer questions from the public regarding the Assessments.

9. Pursuant to County Service Area law and Napa County Code section 3.10.050(A)(2)(b), the Clerk of the Board shall publish notice of the public hearing at least once per week for two successive weeks, as provided by Government Code section 6066, in a newspaper of general circulation published in Napa County, which noticing shall be completed prior to the date set for the public hearing.

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED**  
at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the  
16th 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

By: \_\_\_\_\_  
BELIA RAMOS, Chair  
Napa County Board of Supervisors

<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>May 2, 2023</u> PL Doc. No. 90441</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”**

### **SERVICE PLAN FOR CSA NO. 3 FOR THE 2023-2024 FISCAL YEAR**

#### **Structural Fire Protection**

The enhanced structural fire protection services are to be discontinued. These services were previously provided in Zone 2 of CSA No. 3.

#### **Median Landscaping**

Median landscaping services to be provided within CSA No. 3 include the landscaping maintenance of the medians in Airport Boulevard, Devlin Road and Gateway Road West. The Napa County Director of Public Works is designated as the county officer responsible for overseeing the provision of median landscaping service in CSA No. 3, which services may be provided through a contract with an outside vendor. These services are to be provided in Zone 1 of CSA No. 3.

#### **Street and Highway Lighting**

The street and highway lighting services to be provided within CSA No. 3 shall be the installation and/or maintenance of mid-block streetlights on the following streets:

Airpark Road, Airport Boulevard, Alexis Court, Aviation Way, Case Court, Camino Dorado, Camino Oruga, Devlin Road, Executive Court, Executive Way, Gateway Drive, Gateway Road East, Gateway Road West, Greenwood Road, Harlow Court, Morris Court, North Kelly Road, Sheehy Court, Skyway Court, South Kelly Road, Technology Court, Technology Way, and Tower Road.

CSA No. 3 does not maintain the street lights or traffic signals on Highway 29; this work is funded and performed by Caltrans. The Napa County Director of Public Works is designated as the county officer responsible for overseeing the provision of street and highway lighting services in CSA No. 3, which service may be provided through a contract with an outside vendor. These services are to be provided in Zone 3 of CSA No. 3.

#### **Street Sweeping**

The street sweeping services to be provided shall consist of monthly street sweeping of the following streets plus occasional special sweeping projects as determined by the Napa County Director of Public Works:

Airpark Road, Airport Boulevard, Alexis Court, Aviation Way, Case Court, Camino Dorado, Camino Oruga, Devlin Road, Executive Court, Executive Way, Gateway Drive, Gateway Road East, Gateway Road West, Greenwood Road, Harlow Court, Morris Court, North Kelly Road, Sheehy Court, Skyway Court, South Kelly Road, Technology Court, Technology Way, and Tower Road.

The Napa County Director of Public Works is designated as the county officer responsible for overseeing the provision of street sweeping services in CSA No. 3, which services may be provided through a contract with an outside vendor. These services are to be provided in Zone 3 of CSA No. 3.



[www.FinanceDTA.com](http://www.FinanceDTA.com)

# PRELIMINARY ENGINEER'S REPORT

NAPA COUNTY CSA NO. 3

FIRE PROTECTION AND STREET  
MAINTENANCE ASSESSMENT DISTRICT

Fiscal Year: 2023-24

April 25, 2023

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds

*Newport Beach / San Jose / San Francisco / Riverside  
Dallas / Houston / Raleigh / Tampa*

## NAPA COUNTY



### **PRELIMINARY ENGINEER'S REPORT COUNTY SERVICE AREA NO. 3 FIRE PROTECTION AND STREET MAINTENANCE ASSESSMENT DISTRICT**

Prepared for:

**Napa County Board of Supervisors**

1195 3<sup>rd</sup> Street

Napa, CA 94559

# TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I    CERTIFICATES .....	1
II   ENGINEER’S STATEMENT .....	2
III   ANNUAL UPDATE .....	4
IV   DESCRIPTION OF IMPROVEMENTS AND SERVICES.....	5
V    ESTIMATE OF COSTS .....	6
VI   METHOD OF APPORTIONMENT.....	7
A    Categories of Benefit .....	7
B    Benefit Zones.....	7
C    Structural Fire Protection .....	8
D    Street Maintenance Services.....	14
VII   PRELIMINARY ASSESSMENT ROLL.....	17

APPENDICES

APPENDIX A	FY 2023-24 PRELIMINARY ASSESSMENT ROLL
APPENDIX B	BENEFIT ZONE DIAGRAMS

**I CERTIFICATES**

The undersigned respectfully submits the enclosed report as directed by the Board of Supervisors.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen A. Runk, P.E.  
License Number: C23473

\_\_\_\_\_  
Date

I HEREBY CERTIFY that the enclosed Engineer's Report was filed with me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neha Hoskins, Clerk of the Board  
Napa County, California

\_\_\_\_\_  
Date

I HEREBY CERTIFY that the enclosed Engineer's Report was approved and confirmed by the Board of Supervisors, County of Napa, California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neha Hoskins, Clerk of the Board  
Napa County, California

\_\_\_\_\_  
Date

## **II ENGINEER'S STATEMENT**

This Report is prepared, as directed by the Napa County Board of Supervisors, pursuant to Article XIIIID of the State Constitution (Proposition 218).

The proposed public improvements and services will provide enhanced fire protection and increased street lighting, street sweeping, and median landscaping to Napa County's County Service Area No. 3 ("CSA No. 3").

An estimated budget for the proposed improvements and services is set forth in Section V. Beginning FY 2024-25, the assessment rates may be subject to an annual increase by a percentage equal to the Bureau of Labor Statistics ("BLS") Consumer Price Index ("CPI") for the San Francisco-Oakland-Hayward area. Funding for the proposed improvements and services is derived from a property-based assessment of each parcel within CSA No. 3. A detailed description of the methodology for determining the special benefit assessment for each parcel is set forth in Section VI.

**WHEREAS**, on May 16, 2023 the Board of Supervisors of Napa County ("County"), pursuant to Article XIIIID of the State Constitution (Proposition 218), adopted its resolution ("Resolution") initiating proceedings for the levy of Fiscal Year ("FY") 2023-24 assessments against properties in CSA No. 3 to fund the maintenance, installation, and operation of public improvements and services that will provide enhanced fire protection services and increased street lighting, street sweeping, and median landscaping to CSA No. 3.

**WHEREAS**, the Resolution designates DTA as Assessment Engineer and directed the Assessment Engineer to prepare and file a report ("Engineer's Report") pursuant to Article XIIIID of the California Constitution ("Proposition 218");

**WHEREAS**, Proposition 218 requires that the Engineer's Report contain the following:

- Plans and specifications of the improvements and services;
- An estimate of the costs of the improvements and services;
- A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on benefits to be derived by each parcel, respectively, from the improvements and services;
- A diagram showing the benefit zones of all the parcels of real property within CSA No. 3; and
- An assessment roll, showing the amount proposed to be specially assessed against each parcel of real property within this assessment district.

**NOW THEREFORE**, the undersigned, acting as an agent for DTA, Assessment Engineer for CSA No. 3, by virtue of the power vested under Proposition 218 and the order of the County, hereby submits this Engineer's Report and makes the following assessment to cover the portion of the estimated costs of the improvements and services, including the incidental

costs and expenses, to be paid by CSA No. 3.

The net assessment in FY 2023-24 is summarized in Table 1 below.

**Table 1: Proposed Assessment Budget FY 2023-24**

Improvement Item	Budget Amount FY 2023-24
Fire Protection	\$494,537
Street Lighting	\$30,000
Street Sweeping	\$20,000
Median Landscaping	\$55,000
Administration	\$35,000
<b>Total</b>	<b>\$634,537</b>

DTA does hereby assess the net amount to be assessed upon all assessable lots or parcels of land within CSA No. 3 by apportioning the amount allocable among the several lots or parcels of each in proportion to the estimated special benefits to be received by each such lot or parcel from the improvements and services, as more particularly set forth in the list attached as **Appendix A** ("FY 2023-24 Assessment Roll") and by this reference made as part of this Engineer's Report. Reference is hereby made to the Benefit Zone Diagrams in **Appendix B** for a more particular description of the properties within CSA No. 3. Each parcel of land assessed is described on the Assessment Roll by reference to its parcel number as shown on the Napa County Assessment Roll.

**David Taussig and Associates, Inc. d/b/a DTA**

\_\_\_\_\_  
Stephen A. Runk, P.E.  
License Number: C23473

\_\_\_\_\_  
Date



### **III ANNUAL UPDATE**

CSA No. 3's authority to collect assessments for enhanced fire protection, street lighting, street sweeping, and median landscaping services for 25 years expired on June 30, 2022. On July 18, 2023, pursuant to Proposition 218, property owners within CSA No. 3 will vote on whether to:

1. Backdate the proposed assessment to June 30, 2022, of which funds already collected will be used only for service and repairing and upgrading street infrastructure within CSA No. 3;
2. Authorize the levy of the proposed assessment to continue providing enhanced fire protection services for 2.5 firefighters (in addition to the baseline 9.0 firefighters, which is covered by the County);
3. Authorize the levy of the proposed assessment to continue providing increased street lighting, street sweeping, and median landscaping services at rates that will allow for services to be provided at an appropriate level; and
4. Authorize the concept of cost-of-living increases for future years using the Bureau of Labor Statistics ("BLS") Consumer Price Index ("CPI") for the San Francisco-Oakland-Hayward area on an annual basis as the mechanism for fire protection, street lighting, street sweeping, and median landscaping services.

Property owners were mailed letters on March 31, 2023, which provided details on the proposed assessments above. As of the date of this Engineer's Report, the County has received no feedback from property owners related to proposed item 2 above. As such, it may be determined that there is not enough interest to continue providing enhanced fire protection services; however, the proposed budget, tax rates, and methodology have been outlined in this Engineer's Report to provide the Board of Supervisors with a detailed overview of all possible scenarios.

If approved by property owners on July 18, 2023, the assessment methodology will continue until the Board of Supervisors has determined that funding for these services is no longer needed.

Since the approval of last year's Engineer's Report, CSA No. 3 has added 80,584 square feet of developed facilities. If approved July 18, 2023, the FY 2023-24 maximum fire assessment for developed square footage excluding warehousing will be \$0.134 per building square foot, the maximum warehouse fire assessment will be \$0.086 per building square foot, and the maximum vacant fire assessment will be \$22.740 per acre.

#### **IV DESCRIPTION OF IMPROVEMENTS AND SERVICES**

Napa County plans to continue to provide enhanced fire protection services, as well as increased street lighting, street sweeping, and median landscaping for those properties within CSA No. 3. CSA No. 3 is segregated into three (3) benefit zones each receiving different types of property-related improvements and services. The Benefit Zone Diagrams attached as **Appendix B** depict the developed parcels with CSA No. 3. A parcel's assessment in each zone is calculated based on the benefits that parcel will receive from the property-related improvements and services. Zone 1 includes the area west of the Highway 12/Highway 29 intersection out to and including the Airport and is intended to include all the parcels whose access is off Airport Boulevard. This Zone receives street median landscaping and maintenance services. Zone 2 consists of all parcels in CSA No. 3 except for certain parcels off Tower Road which receive fire protection service from the American Canyon Fire Protection District. This Zone receives enhanced fire protection services. Zone 3 consists of all parcels within CSA No. 3. This Zone receives street lighting and street sweeping services.

## V ESTIMATE OF COSTS

Section 22569 of the 1972 Act requires the Engineer's Report to contain an estimate of the costs of the improvements and services for FY 2023-24, including estimates of (i) the total costs for improvements and services for FY 2023-24, including incidental expenses, (ii) the amount of any surplus in the improvement fund to be carried over from a previous fiscal year, (iii) the amount of any contributions to be made from sources other than assessments levied pursuant to this part, (iv) the amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements and services to be levied and collected in annual installments, and (v) the net amount to be assessed upon assessable lands within CSA No. 3.

As explained in Section III, based on the lack of feedback received from property owners as of the date of this Engineer's Report, it is likely that the County will not include enhanced fire protection services and the associated costs on the ballot on July 18, 2023. Table 2 below summarizes the proposed vs actual anticipated assessment budget for FY 2023-24.

**Table 2: Proposed Assessment Budget FY 2023-24<sup>1</sup>**

Improvement Item	Prior Year Budget	Budget Amount FY 2023-24 <sup>2</sup>	Anticipated FY 2023-24 Levy <sup>3</sup>
Fire Protection	\$654,090	\$494,537	-
Street Lighting	\$14,000	\$30,000	\$30,000
Street Sweeping	\$10,000	\$20,000	\$20,000
Median Landscaping	\$28,000	\$55,000 <sup>4</sup>	\$55,000
Administration	\$22,848	\$35,000	\$35,000
<b>Total</b>	<b>\$728,938</b>	<b>\$634,537</b>	<b>\$140,000</b>

**Notes:**

1. To keep up with cost-of-living increases, in future fiscal years, fire protection, street lighting, street sweeping, and median landscaping services may be subject to a CPI increase if approved by voters on July 18, 2023.
2. Until June 30, 2023, CSA No. 3 was partially funding costs associated with 11.5 firefighters. Beginning in FY 2023-24, CSA No. 3 would fully fund enhanced fire protection services, or the costs associated with 2.5 additional firefighters, with the remaining 9.0 firefighters covered by alternate funding sources, assuming voter approval on July 18, 2023.
3. Assumes enhanced fire protection services will not be placed on the July 18, 2023, ballot. See Section III for more information.
4. Median landscaping costs include an estimated \$15,000 per year in water supply for landscaping services.

## **VI METHOD OF APPORTIONMENT**

In determining the net amount to be assessed upon parcels within CSA No. 3, Proposition 218 states that “no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel” where “special benefit” means “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” This section describes the methodology used to calculate the net amount to be assessed on each parcel within CSA No. 3 in proportion to the special benefit conferred on each such parcel.

Determining the proportionate share of special benefit among the parcels of real property within the proposed assessment district which benefit from the proposed improvements and services is the result of a four-step process:

1. Defining the proposed improvements and services;
2. Identifying how each parcel specially benefits from the proposed improvements and services;
3. Determining the amount of the special benefit each parcel receives from the proposed improvements and services; and
4. Apportioning the cost of the proposed improvements and services to each parcel based on the special benefit that each parcel receives from the proposed improvements and services.

### **A Categories of Benefit**

Proposition 218 provides that “an agency shall separate the general benefits from the special benefits conferred on a parcel,” where “Special Benefit means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” It is therefore necessary to establish definitions of General Benefit and Special Benefit as such terms relate to the benefit to be derived from the improvements and services.

Local streets are used primarily for direct access to residential and non-residential property. As such, the benefits generated by improvements and services on local streets accrue specially to properties served directly by the local streets, and not generally to properties throughout the County or to the public at large. Accordingly, no benefit from public streetlights or landscaping on local streets is allocable to General Benefit; the public streetlights and landscaping on local streets generate only Special Benefit.

### **B Benefit Zones**

CSA No. 3 is segregated into three (3) benefit zones each receiving different types of property-related improvements and services. The diagram attached in **Appendix B** shows the different benefit zones. A parcel’s assessment in each zone is calculated based on the benefits that parcel will receive from the property-related improvements and services. Zone

1 includes the area west of the Highway 12/Highway 29 intersection out to and including the Airport and is intended to include all the parcels whose access is off Airport Boulevard. This Zone receives street median landscaping and maintenance services. Zone 2 consists of all parcels in the CSA No. 3 except for certain parcels off Tower Road, which receive fire protection service from the American Canyon Fire Protection District. This Zone receives enhanced fire protection services. Zone 3 consists of all parcels within CSA No. 3. This Zone receives street lighting and street sweeping services.

## **C Structural Fire Protection**

### **1. Proposed Service**

Since voter approval of CSA No. 3 in 1997, the assessments imposed on parcels within Zone 2 of CSA No. 3, along with a County subsidy, have been funding fire protection services to meet the needs of the projected development. The County Fire Station Number 27 (Greenwood Ranch) (the "Station") has provided a basic level of fire prevention and fire protection services to the entire unincorporated County area south of Napa County and has also provided the enhanced level of services within the boundaries of CSA No. 3 since 2009, when the County Fire Department added three (3) additional engineers housed at the Station. This increase in staffing was in response to recommendations from the Insurance Services Organization ("ISO") for minimum staffing and response levels. CSA No. 3 has been charged only for those costs which are over and above what the Countywide Fire Fund is currently paying to serve the southern Napa County area.

A 2023 re-evaluation of fire services for CSA No. 3 has determined that the standard staffing level of service sufficient to provide proper services to the area is 9.0 persons (three firefighters on shift around the clock), as opposed to the current enhanced services of 11.5 persons (four firefighters on shift around the clock). If approved by voters on July 18, 2023, the County will continue to provide the standard level of service of 9.0 firefighters at no cost to property owners within CSA No. 3, with property owners responsible for the costs of continuing to provide enhanced fire protection services, or the staffing of an additional 2.5 firefighters.

County Fire Station Number 27 (Greenwood Ranch, "Station") within CSA No. 3 provides the following benefits:

1. Reduced response times throughout the CSA No. 3 Area;
2. Apparatus which has higher staffing levels (four personnel) than enjoyed by the remainder of the County;
3. Improved fire prevention measures for a reduction of life hazard; and
4. The highest level of response capability possible for emergencies involving hazardous materials by stationing the County's state-of-the-art response unit in the County Service Area.

The Station houses the following resources:

- One (1) Type I, Triple Combination Class A Fire Engine, with a pump capacity of 1,500 gallons per minute ("gpm");
- The County Fire Department hazardous materials response vehicle; and
- One (1) California Department of Forestry and Fire Protection (CAL FIRE) Type III Fire Engine with 500 gpm pump capacity and 500 gallons of water. This engine is staffed with CAL FIRE Firefighters from approximately July through October.

## **2. *Operation and Maintenance Costs***

Beginning in FY 2023-24, the total annual Station costs to provide a standard level of service will be covered by the Countywide Fire Fund. If approved by voters on July 18, 2023, the County will continue to provide enhanced fire protection services, for which property owners within CSA No. 3 will be responsible for the costs of 2.5 additional firefighters.

## **3. *Total Annual Fire Service Cost Chargeable to CSA No. 3***

The total annual Station cost chargeable to CSA No. 3 based on the FY 2023-24 budget for enhanced fire services equals \$494,537. **Table 3** illustrates the costs to operate and maintain the Station and the amount allocated to CSA No. 3.

Table 3: Annual Operation and Maintenance Costs for the Airport Fire Station (FY 2023-24)

Item	Total	Countywide Fund	CSA No. 3
<b>Personnel Costs</b>			
2 Fire Captains	\$487,725	\$487,725	-
9.0 Engineers (Standard Services)	\$1,780,334	\$1,780,334	-
2.5 Engineers (Enhanced Services)	\$494,537	-	\$494,537
Unplanned Overtime	\$150,000	\$150,000	-
<b>Subtotal Personnel Costs</b>	<b>\$2,912,596</b>	<b>\$2,418,059</b>	<b>\$494,537</b>
<b>Operating Costs</b>			
Engine Maintenance	\$15,000	\$15,000	-
Travel	\$5,000	\$5,000	-
Utilities	\$20,000	\$20,000	-
Supplies and Misc. Equipment	\$26,000	\$26,000	-
<b>Subtotal Operating Costs</b>	<b>\$66,000</b>	<b>\$66,000</b>	<b>-</b>
<b>Station Maintenance Costs</b>			
Station Maintenance Costs	\$31,000	\$31,000	-
<b>Apparatus Replacement Costs</b>			
Apparatus Replacement Costs	\$43,826	\$43,826	-
<b>CDF Overhead</b>			
Administration Fee @ 12.88%	\$375,375	\$375,375	-
<b>Total Expenses</b>	<b>\$3,428,797</b>	<b>\$2,934,260</b>	<b>\$494,537</b>
<b>Net Allocable Cost to Countywide Fire Fund</b>			<b>\$2,934,260</b>
<b>Net Allocable Cost to CSA No. 3</b>			<b>\$494,537</b>

#### 4. Method of Assessment

The cost of enhanced structural fire protection services is apportioned to each property within CSA No. 3 in proportion to the special benefit each property receives from the increased structural fire protection service. The method used to determine special benefit considers the type of use of the property and a risk classification. The property use and risk classification factors are what the ISO uses in calculating fire insurance premiums for a property.

Specifically, the special benefit considers structure use, construction type, structure size, on-site fire detection and prevention systems (automatic fire alarm, sprinklers, fire extinguisher, etc.), proximity to other structures, and the amount of water required for fire suppression. These factors are considered for each property and a



Fire Protection Equivalent Unit ("FPEU") is calculated for each property. The total of all FPEUs is determined and divided into the structural fire protection increased service budget to determine the assessment per FPEU. Each property's fire protection assessment is then determined by multiplying the property FPEU by the assessment amount per FPEU.

For warehouse buildings, the maximum assessment is reduced based upon size. Warehouse space in excess of 30,000 square feet is calculated at 60% of the maximum.

Therefore, each year each property's fire protection assessment will be calculated according to the formula described in this section.

The specific calculation methodology is as follows:

#### **5. General**

The "Napa County Structural Fire Protection Standards, May 14, 1992" ("Protection Standard") considers the same risk classification factors. The structural fire protection benefit determination method uses the Protection Standard methodology to calculate required fire flow which is then used to calculate the FPEU for each property. The Protection Standard considers structure use, structure size, type of construction, on-site detection and prevention systems, proximity to other structures, and the required fire flow.

#### **6. Structure Use**

The Protection Standard first considers the occupancy hazard, i.e., the use that takes place within the structure. The Protection Standard categorizes all uses into five (5) hazard occupancy classifications: Light Hazard, Low Hazard, Moderate Hazard, High Hazard, and Severe Hazard. The classifications range from a 7, Light Hazard, to a 3, Severe Hazard.

The Light Hazard category, classification 7, includes such uses as dwelling units, schools, hospitals, office buildings, and hotels/motels. These types of uses are considered to have a low fire risk hazard.

The Low Hazard category, classification 6, includes such uses as bakeries, breweries, churches, wineries, cement plants, and gasoline service stations. These types of uses are considered to have a relatively low fire risk hazard.

The Moderate Hazard category, classification 5, includes such uses as pharmaceutical manufacturing plants, metalworking shops, restaurants, unoccupied buildings, and printing and publishing plants. These types of uses are considered to have a moderate fire risk hazard.

The High Hazard category, classification 4, includes such uses as freight terminals, paper and pulp mills, building materials, repair garages, and warehouses. These



types of uses are considered to have a relatively high fire risk hazard.

The Severe Hazard category, classification 3, includes such uses as aircraft hangars, distilleries, feed and grist mills, explosives and pyrotechnics manufacturing and storage, and sawmills. These types of uses are considered to have the highest fire risk hazard.

Note: if a structure has an employee ratio greater than 1 employee per 1,000 square feet for total structure size, then that structure's classification will change by 2 classification levels, e.g. from a classification 7 to a classification 5.

### **7. Construction Type**

The next item the Protection Standard considers in determining the required fire flow is construction classification. This classifies the type of building construction. The Protection Standard categorizes all construction types into four construction classifications: Fire Resistive, Noncombustible, Ordinary, and Wood Frame. The classifications range from 0.5 for Fire Resistive construction to 1.5 for Wood Frame construction.

The Fire Resistive building, classification 0.5, is constructed of noncombustible materials, e.g. reinforced concrete, brick, stone, metal etc., and has metal members fireproofed, with major structural members designed to withstand collapse and to prevent the spread of fire.

The Noncombustible building, classification 0.75, has all structural members, including walls, floors and roof made of noncombustible materials but does not qualify under the Fire Resistive classification. This classification also includes heavy timber construction in which walls are masonry, columns are 8-inch wood supports, floors are 3-inch tongue and grooved plank, roof decks are 2-inch tongue and grooved plank, and wood beams and girders are at least 6-inches wide and 10-inches deep.

The Ordinary construction, classification 1.0, is any structure that has exterior masonry walls or other noncombustible material, in which the other structural members are wholly or partly of wood or other combustible material.

The Wood Frame, classification 1.5, is any structure in which the structural members are wholly or partly of wood or other combustible material and the construction does not qualify as ordinary construction.

### **8. Methodology**

The methodology to determine the FPEU and property assessments uses the same equation that the Protection Standard sets forth to determine the required fire flow.

First, the Protection Standard determines the structures required minimum fire protection water storage supply by dividing the total structure cubic feet by the

Occupancy Hazard Classification and multiplying that answer by the Construction Classification Number. For example, a single structure without exposure hazards such as a sprinklered Noncombustible warehouse with 150,000 cubic feet has an Occupancy Hazard Classification of 4 and a Construction Classification of 0.75. Therefore, the equation would be:

$$(150,000/4) \times 0.75 = 28,125 \text{ minimum water storage gallons.}$$

Second, the Protection Standard determines the required minimum fire protection fire flow by taking the minimum water storage gallons determined above and matching that number with the required fire flow. **Table 4** below lists the required fire flows based on the fire protection water storage gallons.

**Table 4: Fire Flow Per Storage Gallons**

Fire Protection Water Storage Gallons	Required Fire Flow
Up to 2,499	250
2,500 to 9,999	500
10,000 to 19,999	750
20,000 to 60,000	1,000

If the fire protection water storage is greater than 60,000 gallons, then the equation to determine the minimum required fire flow is as follows:

1. For Light and Low Hazard Occupancies divide the fire protection water storage gallons by 60;
2. For Moderate Hazard Occupancies divide the fire protection water storage gallons by 45; and
3. For High and Severe Hazard Occupancies divide the fire protection water storage gallons by 30.

For sprinklered buildings, the Protection Standard applies a 40% reduction to required building fire flows. Therefore, the required fire flow for the building described above would be 600 gallons per minute, i.e., 28,125 gallons of water storage requires 1,000 gpm fire flow non-sprinklered, but a 40% reduction is applied being sprinklered the required fire flow is 600.

To determine the FPEU requires identifying the lowest required fire flow and using that fire flow as the denominator for all other property fire flows. The total FPEUs are then divided into the structural fire protection extended service budget to determine the amount per FPEU. Each property's fire protection assessment is then determined by multiplying that property's FPEU by the amount per FPEU.

Undeveloped properties benefit from increased fire protection services. By locating a fire station closer to properties allows the fire department to respond quickly to any fires that arise on vacant property.

#### **9. Fire Assessment Adjustments**

In 1997, the CSA No. 3 property owners approved the use of the ENR CCI for the San Francisco area on an annual basis as the mechanism for the CSA to maintain the cost-of-living increases for fire protection services. On July 18, 2023, property owners will vote to instead subject the assessment rates to an annual increase by a percentage equal to the Bureau of Labor Statistics ("BLS") Consumer Price Index ("CPI") for the San Francisco-Oakland-Hayward area. If approved by voters, the FY 2023-24 maximum fire assessment for developed square footage excluding warehousing will be \$0.134 per building square foot, the maximum warehouse fire assessment will be \$0.086 per building square foot, and the maximum vacant fire assessment will be \$22.740 per acre.

### **D Street Maintenance Services**

Street maintenance is another service the County will continue to provide within CSA No. 3. A 2023 re-evaluation of these services determined that over time, with inflation and supply chain issues, CSA No. 3 has been unable to attract vendors for some of these services and unable to pay present vendors to perform these services at an appropriate level. The ceilings also have not allowed for the periodic repair, replacement, and upgrades of aging streetlights, trees, and vegetation. On July 18, 2023, property owners will vote to remove the ceilings and revise the budget, adjusted annually by CPI, to provide an appropriate level of services. These services include increased street lighting, street sweeping and median landscaping maintenance, all of which are explained in detail below.

#### **1. Street Lighting**

The County Road Department pays the costs of the intersection lights and CSA No. 3 pays for the midblock lights. The lights are 5800 Lumen lights on PG&E rate schedule LS 1A high pressure sodium vapor lamps, for which the current monthly rate is about \$12.00 per light. This rate structure includes energy costs and maintenance. The estimated budget for costs associated with street lighting for FY 2023-24 is projected to be \$30,000.

#### **2. Street Sweeping**

The County Road Department currently estimates street sweeping services to cost \$20,000 per year. Future road development will increase monthly street sweeping costs. Planned frequency of street sweeping (monthly) may be reduced if actual experience shows that a reduced interval would suffice. The estimated budget for costs associated with street sweeping for FY 2023-24 is \$20,000.

### 3. Median Landscaping

CSA No. 3 assessments provide for maintenance of landscaped medians in Airport Boulevard, Devlin Road, and Gateway Road West. The estimated budget for costs associated with landscaping and water supply for these services for FY 2023-24 is projected to be \$55,000.

Table 5 below summarizes the CSA No. 3 street maintenance budget for FY 2023-24.

**Table 5: CSA No. 3 Street Maintenance Budget**

Maintenance Service	FY 2023-24 Budget
Street Lighting	\$30,000
Street Sweeping	\$20,000
Median Landscaping <sup>1</sup>	\$55,000
<b>Total</b>	<b>\$105,000</b>

Notes:

1. Median Landscaping costs include an estimated \$15,000 per year in water supply for landscaping services.

### 4. Method of Assessment

The cost of street lighting improvements, street sweeping, and median landscaping is apportioned to each property within CSA No. 3 in proportion to the special benefit each property receives from the improvements. These improvements benefit all properties in relation to their building size, linear street frontage, and daily vehicle trip ends by their land use type as explained in detail below. Using these three (3) special benefit factors takes into consideration the different amount of demand each parcel will place on the street maintenance improvements. Each of these benefit factors is weighted equally, that is, each receives a weighted factor of one-third.

Building square footage reflects the highest and best use of the property. The larger the building the more business, warehousing or manufacturing the parcel can have. Smaller buildings benefit to a lesser degree than larger size buildings. Therefore, each parcel receives one-third of the special benefit from the street maintenance improvements in relationship to its building size.

Linear street frontage determines how much of each parcel's frontage demands for the street maintenance improvements. The longer the linear street frontage the greater the demand for the street maintenance improvements, and thus, the greater the special benefit from the street maintenance improvements. A parcel with a longer linear street frontage receives greater benefit from the street maintenance services.

Daily vehicle trip ends, as determined by each parcel's developed land use type, indicate how much traffic each parcel generates on the road system, and thus, how

much that parcel requires for maintaining the roadway system. **Table 6** below lists the number of daily trip ends per land use type per 1,000 square feet of building size.

**Table 6: Daily Trip Ends per Land Use Type**

Land Use Type	ITE Daily Trip Ends, 1,000 sq. ft. of Bldg.
Office	24.60
Commercial	4.80
Warehouse	4.88
Manufacturing	6.97
Airport	55.00
Hotel	8.23 (per Room)
Restaurant	16.26
Flea Market	70.13
Vacant	0.00

## 5. Calculation

To calculate each parcel's assessment for the street maintenance portion of the budget requires determining which Benefit Zone each parcel is in and then calculating each parcel's proportionate share of the three benefit factors described above.

Every parcel within CSA No. 3 receives benefit from the street lighting and street sweeping portion of the budget. Therefore, each parcel's assessment for these two improvements is determined by calculating each parcel's proportionate share of its building size to 7,260,161 square feet (the total building square footage within the CSA No. 3), plus its linear street frontage to 76,994 feet (total linear street frontage within CSA No. 3), plus its estimated daily vehicle trip ends to 58,431 trips (total estimated daily vehicle trip ends generated within CSA No. 3).

Parcels within Zone 1, whose access is from Airport Boulevard, Devlin Road and Gateway Road West, benefit from the landscaping improvements, and thus, are responsible for that portion of the budget. The calculation method is the same for street lighting and street sweeping services. The total building area within Zone 1 is 5,515,760 square feet; the total street frontage within Zone 1 totals 49,372 feet; and the total number of estimated daily vehicle trip ends equals 41,439 trips.

To calculate each parcel's assessment for the administration portion of the budget is determined by calculating each parcel's percentage of the total budget for street lighting, street sweeping, and median landscape maintenance, and multiplying that percentage amount by the administration portion of the budget.

## **VII PRELIMINARY ASSESSMENT ROLL**

The Assessment Engineer has prepared a Preliminary Assessment Roll for CSA No. 3 as required by Proposition 218, based upon the assessment methodology described in this Engineer's Report. The Preliminary Assessment Roll includes the net total assessment for FY 2023-24 and shows the FY 2023-24 total assessment amount and amounts for fire protection and street maintenance, Assessor's Parcel Number ("APN"), and owner name for each parcel in CSA No. 3. The Assessment Roll is shown in **Appendix A**. Reference is hereby made to the Napa County Assessment Roll for a description of the parcels within CSA No. 3.

## **APPENDIX A**

Napa County  
Preliminary Engineer's Report  
CSA No. 3



### **FY 2023-24 PRELIMINARY ASSESSMENT ROLL**

Owner Name	APN	Fire Protection Preliminary Assessment Amount	Street Maint. Preliminary Assessment Amount	Total Preliminary Assessment Amount
NAPA COUNTY OF	057-050-009	\$14,292.35	\$1,661.69	\$15,954.04
SKM NAPA LLC	057-060-010	\$140.98	\$579.20	\$720.18
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY	057-090-060	\$3,828.31	\$216.19	\$4,044.50
ALBERTSON KAREN E TR	057-100-018	\$1,749.31	\$216.63	\$1,965.94
NAPA POINTE 1 LP	057-100-021	\$3,940.93	\$699.51	\$4,640.44
600 TOWER ROAD HOLDINGS LLC	057-110-025	\$511.45	\$50.02	\$561.47
NAPA CITY OF	057-110-049	\$41.19	\$66.67	\$107.86
NAPA CITY OF	057-110-052	\$23.12	\$86.16	\$109.29
NAPA CITY OF	057-110-065	\$31.56	\$152.11	\$183.67
NAPA CITY OF	057-110-066	\$25.66	\$133.63	\$159.29
NAPA CITY OF	057-110-067	\$3,638.72	\$282.86	\$3,921.58
NAPA CITY OF	057-110-068	\$94.86	\$66.67	\$161.54
NIELSON GEORGE S & DIANN M TR	057-151-020	\$15.19	\$72.16	\$87.35
ROSSMILLER SCOTT TR	057-151-021	\$405.11	\$44.10	\$449.21
FDM VENTURES LLC ETAL	057-151-023	\$2,021.35	\$273.41	\$2,294.75
COMPLETE WELDERS SUPPLY	057-151-026	\$710.67	\$157.99	\$868.66
KOWALESKI MICHAEL S TR	057-151-027	\$470.64	\$85.24	\$555.88
SEGUIN MOREAU NAPA COOPERAGE INC	057-151-028	\$3,643.16	\$289.24	\$3,932.39
HALF DOZEN HOLDINGS LLC	057-151-029	\$640.48	\$182.05	\$822.54
147 CAMINO ORUGA LLC	057-151-030	\$788.75	\$166.76	\$955.51
SACRAMENTO BUILDERS EXCHANGE INC	057-151-031	\$1,139.38	\$185.01	\$1,324.39
MK WAREHOUSE LLC	057-152-001	\$1,545.20	\$219.45	\$1,764.65
BARBOUR VINEYARDS LLC	057-152-004	\$696.79	\$205.39	\$902.18
RICKARD DONALD J & GLASS KATHY L TR	057-152-007	\$711.78	\$148.96	\$860.74
NAPA VALLEY COMMUNITY HOUSING	057-152-009	\$428.41	\$83.65	\$512.06
BIN TO BOTTLE LLC	057-152-012	\$1,811.86	\$243.53	\$2,055.39
BIN TO BOTTLE LLC	057-152-013	\$2,339.73	\$159.89	\$2,499.62
110 CAMINO ORUGA LLC	057-152-014	\$2,010.17	\$146.27	\$2,156.44
SOUTH COUNTY NAPA PROPERTIES LP	057-152-015	\$1,519.17	\$107.89	\$1,627.06
SOUTH COUNTY NAPA PROPERTIES LP	057-152-016	\$239.62	\$45.70	\$285.33
SOUTH COUNTY NAPA PROPERTIES LP	057-152-017	\$1,265.98	\$95.58	\$1,361.56
PACIFIC BELL TELEPHONE COMPANY	057-190-006	\$1,750.90	\$410.23	\$2,161.13
DOCTORS COMPANY	057-190-009	\$37.64	\$166.54	\$204.18
DOCTORS COMPANY	057-190-014	\$39.67	\$85.72	\$125.39
DOCTORS COMPANY	057-190-015	\$89.63	\$35.21	\$124.84
DOCTORS COMPANY	057-190-016	\$35.11	\$60.61	\$95.72
DOCTORS COMPANY	057-190-017	\$31.23	\$63.50	\$94.72
DOCTORS COMPANY	057-190-018	\$30.89	\$68.98	\$99.87
PEJU PROVINCE WINERY	057-190-019	\$1,836.37	\$203.24	\$2,039.61
PEJU PROVINCE WINERY	057-190-020	\$493.43	\$118.49	\$611.92
DOCTORS COMPANY	057-190-021	\$7,251.71	\$1,618.12	\$8,869.83
RANG DONG JOINT STOCK COMPANY	057-190-023	\$4,727.95	\$429.46	\$5,157.41
LOWENBERG ASSOCIATES LP ETAL	057-190-024	\$9,937.63	\$1,184.78	\$11,122.41
LOWENBERG ASSOCIATES LP ETAL	057-190-025	\$9,097.53	\$845.42	\$9,942.95
DVINE INVESTMENTS LLC	057-200-002	\$1,987.14	\$596.46	\$2,583.60
M&J LAND INVESTMENTS LLC	057-200-003	\$1,915.83	\$596.28	\$2,512.11
AIRPORT BOULEVARD REALTY LLC	057-200-024	\$17,627.55	\$5,535.66	\$23,163.21
VINUM CELLARS INC	057-200-028	\$322.06	\$521.64	\$843.70
RPE PLUM LLC ETAL	057-200-030	\$1,640.70	\$359.06	\$1,999.77
AKV PROPERTIES LLC	057-200-031	\$1,458.40	\$333.36	\$1,791.77
RPE PLUM LLC ETAL	057-200-032	\$1,640.70	\$359.06	\$1,999.77
A&J INVESTMENTS LLC	057-200-033	\$1,215.34	\$299.09	\$1,514.43
NAPA OFFICE LLC	057-200-039	\$73.09	\$70.54	\$143.62
REDWOOD CREDIT UNION	057-200-040	\$1,510.75	\$577.26	\$2,088.01
REDWOOD CREDIT UNION	057-200-041	\$10,586.56	\$4,620.07	\$15,206.63



MOSHER DENNIS J & VIRGINIA L TR	057-210-013	\$4,447.32	\$1,007.10	\$5,454.42
ADVANCED PRESSURE TECHNOLOGY	057-210-016	\$7,432.71	\$1,750.02	\$9,182.74
560 TW LLC	057-210-018	\$4,287.71	\$788.68	\$5,076.39
DDHQ LLC	057-210-022	\$2,553.97	\$1,269.77	\$3,823.74
WINE SERVICE COOPERATIVE	057-210-023	\$3,386.48	\$737.19	\$4,123.66
NAPA GATEWAY LLC	057-210-024	\$24,306.74	\$5,054.21	\$29,360.95
NAPA COUNTY OF	057-210-029	\$303.83	\$0.00	\$303.83
SAFE HARBOR PARTNERS LLC	057-210-032	\$3,760.19	\$881.46	\$4,641.65
CA GATEWAY PARTNERS PHASE II LLC	057-210-037	\$17.39	\$90.13	\$107.52
CA GATEWAY PARTNERS PHASE II LLC	057-210-038	\$28.86	\$195.93	\$224.80
CA GATEWAY PARTNERS LLC	057-210-039	\$56.72	\$0.00	\$56.72
CA GATEWAY PARTNERS LLC	057-210-040	\$36.46	\$0.00	\$36.46
PORTOCORK AMERICA INC	057-210-041	\$5,561.69	\$1,066.26	\$6,627.94
SAFE HARBOR PARTNERS LLC	057-210-044	\$2,793.76	\$813.21	\$3,606.96
PHEZ LLC	057-210-045	\$3,443.45	\$630.46	\$4,073.92
MKD CITY VILLAS LLC	057-210-048	\$4,010.61	\$806.18	\$4,816.79
MKD CITY VILLAS LLC	057-210-049	\$8.44	\$39.19	\$47.63
DEVLIN BUILDING LLC	057-210-050	\$7,760.53	\$1,761.07	\$9,521.61
DEVLIN BUILDING LLC	057-210-051	\$4.22	\$31.35	\$35.57
540 NAPA LLC	057-210-052	\$3,979.62	\$849.48	\$4,829.10
NAPA COUNTY OF	057-210-054	\$4,962.63	\$936.94	\$5,899.56
MERRITT JOHN B JR & BELL ELAINE C	057-210-058	\$2,126.84	\$1,040.45	\$3,167.29
NAPA COUNTY OF	057-210-059	\$44.90	\$0.00	\$44.90
NAPA COUNTY OF	057-210-060	\$354.47	\$208.33	\$562.81
IBEW LOCAL UNION 180 HOLDING COMPANY	057-210-064	\$21.10	\$158.31	\$179.41
E & P PROPERTIES INC	057-210-067	\$6,283.90	\$2,064.65	\$8,348.55
NAPA LH II LLC	057-210-068	\$3.97	\$0.00	\$3.97
NAPA LH II LLC	057-210-069	\$253.19	\$0.00	\$253.19
NAPA LH II LLC	057-210-070	\$271.93	\$0.00	\$271.93
TSION GROUP LLC	057-220-016	\$2,633.23	\$1,287.02	\$3,920.25
WINE SERVICE COOPERATIVE	057-220-019	\$6,711.27	\$1,361.07	\$8,072.34
GATEWAY PARTNERS 1 LLC	057-220-020	\$1,958.65	\$2,107.11	\$4,065.76
M & Y PROPERTIES LLC	057-220-021	\$1,540.20	\$608.37	\$2,148.57
MILPITAS PROPERTIES INC	057-220-023	\$1,650.21	\$1,854.38	\$3,504.59
RMCG LLC	057-220-024	\$1,958.65	\$1,171.11	\$3,129.76
STEELBIRD GHETTO PROPERTIES LLC	057-220-027	\$4,198.33	\$1,177.05	\$5,375.38
C & C REAL ESTATE PARTNERS LLC	057-220-028	\$1,540.20	\$666.57	\$2,206.77
BARREL TEN QUARTER CIRCLE LAND CO INC	057-220-030	\$8,854.76	\$1,456.73	\$10,311.49
SOLANO AND NAPA COUNTIES ELECTRICAL WORKERS	057-220-031	\$1,540.20	\$614.84	\$2,155.04
1562-1570 AIRPORT BOULEVARD LP ETAL	057-220-032	\$6,527.82	\$1,928.93	\$8,456.75
DEUXFILS LLC	057-230-007	\$1,958.65	\$319.00	\$2,277.65
BAILEY CUMMINGS FAMILY LP	057-230-008	\$2,430.67	\$649.15	\$3,079.82
LAFITTE CORK & CAPSULE INC	057-230-009	\$2,785.75	\$184.70	\$2,970.46
LAFITTE CORK & CAPSULE INC	057-230-011	\$993.44	\$85.90	\$1,079.34
HARBERTS GROUP LLC	057-230-012	\$766.68	\$104.77	\$871.45
SILL JEREMY & SHANNON ETAL	057-230-013	\$1,749.31	\$460.53	\$2,209.84
GUERRERA PROPERTIES LLC	057-230-014	\$2,287.13	\$229.57	\$2,516.70
AIRPARK HOLDINGS INC	057-240-001	\$8,292.06	\$2,737.40	\$11,029.46
CARLSEN INVESTMENTS LLC	057-240-002	\$7,257.38	\$2,240.51	\$9,497.89
NAPA AIRPORT CENTER LLC	057-240-003	\$2,898.58	\$1,522.97	\$4,421.55
765 SKYWAY COURT LLC	057-240-004	\$5,487.25	\$1,505.31	\$6,992.55
PLEASANT HILL INDUSTRIAL PARK ASSOCIATES	057-240-005	\$6,320.48	\$1,648.11	\$7,968.59
BIAGI WINE ESTATES LLC	057-240-012	\$16,505.09	\$4,452.00	\$20,957.08
WAGNER PIERCE BLICKER LLC	057-240-014	\$3,038.34	\$586.67	\$3,625.02
ROMBAUER JOAN K TRUST INVESTMENTS LLC ETAL	057-240-015	\$5,175.77	\$1,859.94	\$7,035.71
BIAGI SR LAND LLC	057-240-017	\$22,926.12	\$5,768.24	\$28,694.36
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-018	\$4,162.53	\$1,208.61	\$5,371.14
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-019	\$102.97	\$667.74	\$770.71
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-020	\$110.73	\$387.17	\$497.90
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-021	\$92.33	\$134.80	\$227.13

BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-022	\$97.56	\$54.08	\$151.64
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-023	\$109.21	\$75.24	\$184.45
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-024	\$84.40	\$290.77	\$375.16
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-025	\$84.40	\$282.15	\$366.54
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-026	\$84.90	\$560.37	\$645.28
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-027	\$84.40	\$837.81	\$922.21
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-028	\$84.40	\$554.89	\$639.28
BARREL TEN QUARTER CIRCLE LAND CO INC	057-240-029	\$84.40	\$526.67	\$611.07
BIAGI FOLEY LLC	057-240-030	\$12,389.97	\$4,064.94	\$16,454.91
ROMBAUER VINEYARDS INC	057-240-031	\$1,596.95	\$321.76	\$1,918.72
PD PROPERTIES LLC	057-240-032	\$4,749.78	\$1,231.92	\$5,981.70
AMORIM CORK AMERICA INC	057-250-005	\$2,924.89	\$814.26	\$3,739.15
G3 ENTERPRISES INC	057-250-006	\$64.99	\$218.66	\$283.65
NAPA JAMIESON CANYON LLC	057-250-008	\$10,967.26	\$1,803.35	\$12,770.60
UNITED CEREBRAL PALSY OF THE NORTH BAY INC	057-250-014	\$2,586.24	\$1,061.87	\$3,648.11
TECH WAY 1 LP	057-250-015	\$2,217.99	\$701.61	\$2,919.60
LONG FAMILY ENTERPRISES LLC	057-250-022	\$874.65	\$430.44	\$1,305.09
GATEWAY WINERY LLC	057-250-023	\$21.61	\$119.13	\$140.73
NAPA VALLEY TRANSPORTATION AUTHORITY	057-250-025	\$99.59	\$203.07	\$302.66
V SATTUI WINERY	057-250-028	\$43.21	\$512.85	\$556.06
GATEWAY WINERY LLC	057-250-029	\$186.69	\$623.17	\$809.86
E & P PROPERTIES INC	057-250-030	\$222.81	\$1,044.09	\$1,266.90
E & P PROPERTIES INC	057-250-031	\$75.11	\$269.79	\$344.91
E & P PROPERTIES INC	057-250-032	\$40.68	\$221.35	\$262.03
LAIRD KENNETH E & GAIL TR	057-250-033	\$4,089.97	\$1,428.05	\$5,518.02
FOUR G ENTERPRISES LLC	057-250-035	\$7,342.66	\$1,297.75	\$8,640.41
NAPA VALLEY TRANSPORTATION AUTHORITY	057-250-036	\$36.80	\$242.17	\$278.97
NAPA VALLEY TRANSPORTATION AUTHORITY	057-250-037	\$40.51	\$539.99	\$580.51
HEIRSHIP LLC	057-250-038	\$4,963.74	\$1,465.66	\$6,429.40
CAMPAINHA DALE A	057-260-002	\$455.75	\$64.25	\$520.01
JOHNSTON STEWART	057-260-003	\$577.29	\$81.39	\$658.67
PENSERINI PROPERTIES LLC	057-260-004	\$534.75	\$75.39	\$610.14
WAGNER PAUL C & KATRINA SUSANNE TR	057-260-005	\$445.62	\$62.83	\$508.45
SANNELLA PAUL TR ETAL	057-260-006	\$445.62	\$62.83	\$508.45
P AND G EQUIPMENT LLC	057-270-002	\$43.14	\$7.01	\$50.15
P AND G EQUIPMENT LLC	057-270-003	\$43.14	\$7.01	\$50.15
190 CAMINO ORUGA LLC	057-270-004	\$310.32	\$50.40	\$360.71
190 CAMINO ORUGA LLC	057-270-005	\$310.21	\$50.38	\$360.59
190 CAMINO ORUGA LLC	057-270-006	\$367.13	\$59.62	\$426.76
PORTEOUS LELAND F & MARY L	057-270-007	\$182.00	\$29.56	\$211.55
RBK INVESTMENTS LLC	057-270-008	\$365.92	\$59.43	\$425.34
REICHOW RICHARD ALAN & TRACEY LINN TR	057-270-009	\$345.36	\$56.09	\$401.45
SHARMA RAJIV K & DIMPLE	057-270-012	\$368.85	\$59.90	\$428.76
SHARMA RAJIV K & DIMPLE	057-270-013	\$151.11	\$24.54	\$175.65
HILL SUSAN P TR	057-270-014	\$149.39	\$24.26	\$173.65
HILL SUSAN P TR	057-270-015	\$203.06	\$32.98	\$236.04
KURUCZ ROBERT G JR	057-280-002	\$203.57	\$78.79	\$282.36
BUSBY DAVID	057-280-003	\$217.75	\$84.28	\$302.02
BUSBY DAVID	057-280-004	\$217.75	\$84.28	\$302.02
WESTON BRIAN LEE	057-280-005	\$293.71	\$113.67	\$407.38
PEREZ REYNALDO III	057-280-006	\$203.57	\$78.79	\$282.36
RUISE DENNIS TR	057-280-007	\$202.56	\$78.40	\$280.95
SHINER PROPERTIES LLC	057-280-008	\$248.13	\$96.04	\$344.17
SHINER PROPERTIES LLC	057-280-009	\$250.16	\$96.82	\$346.98
STRONG KENNETH L & LAURIE M TR	057-280-010	\$250.16	\$96.82	\$346.98
FORMACHELLI PROPERTIES LLC	057-280-011	\$250.16	\$96.82	\$346.98
KRUPP BROTHERS VINEYARDS LLC	057-280-012	\$250.16	\$96.82	\$346.98
C R BUILDWORKS INC	057-280-013	\$248.13	\$96.04	\$344.17
SHERWOOD ERIC J	057-290-002	\$212.68	\$87.45	\$300.14
EQUITA LLC	057-290-003	\$243.07	\$99.95	\$343.01

V WINE CELLARS INC	057-290-004	\$243.07	\$99.95	\$343.01
VINO VENTURES LLC	057-290-005	\$243.07	\$99.95	\$343.01
GRIFFIN EAMON PATRICK & CARLA TR	057-290-006	\$243.07	\$99.95	\$343.01
HEUSCHOBBER JERRY & LYNELLE TR	057-290-007	\$243.07	\$99.95	\$343.01
BUSBY ENTERPRISES INC	057-290-008	\$243.07	\$99.95	\$343.01
BLAIR RICHARD E TR	057-290-009	\$243.07	\$99.95	\$343.01
STELNICK TODD & STEFFANIE TR	057-290-010	\$243.07	\$99.95	\$343.01
MCDANIEL ANTHONY TR	057-290-011	\$243.07	\$99.95	\$343.01
RC NAPA LLC	057-290-012	\$243.07	\$99.95	\$343.01
71 SHEEHY COURT LLC	057-290-013	\$212.68	\$87.45	\$300.14
JOHN ANTHONY INVESTMENTS LLC	057-300-002	\$575.06	\$178.54	\$753.60
J3 WINE PARTNERS LLC	057-300-003	\$619.16	\$192.24	\$811.40
J3 WINE PARTNERS LLC	057-300-004	\$640.76	\$198.94	\$839.70
BETTY & DEUCE LLC	057-300-005	\$667.32	\$207.19	\$874.51
D AND O HOLDINGS LLC	057-310-002	\$485.32	\$228.27	\$713.60
SB NAPA LLC	057-310-003	\$220.58	\$103.75	\$324.34
SB NAPA LLC	057-310-004	\$397.01	\$186.75	\$583.76
SB NAPA LLC	057-310-005	\$397.01	\$186.75	\$583.76
SB NAPA LLC	057-310-006	\$220.58	\$103.75	\$324.34
SB NAPA LLC	057-310-008	\$176.43	\$82.99	\$259.42
SB NAPA LLC	057-310-009	\$397.01	\$186.75	\$583.76
SB NAPA LLC	057-310-010	\$573.54	\$269.77	\$843.31
BIAGI NAPA OFFICE LLC	057-310-011	\$220.58	\$103.75	\$324.34
BIAGI NAPA OFFICE LLC	057-310-012	\$132.37	\$62.26	\$194.63
BIAGI NAPA OFFICE LLC	057-310-013	\$352.95	\$166.01	\$518.97
FOXWORTHY MARK A & MONIKA L	057-320-002	\$428.91	\$181.13	\$610.05
RIECHERS PETER & CARLA TR ETAL	057-320-003	\$499.50	\$203.05	\$702.55
RIECHERS PETER & CARLA TR ETAL	057-320-004	\$211.57	\$113.65	\$325.22
RIECHERS PETER & CARLA TR ETAL	057-320-005	\$723.73	\$272.67	\$996.40
RIECHERS PETER & CARLA TR ETAL	057-320-006	\$637.24	\$245.81	\$883.06
RIECHERS PETER & CARLA TR ETAL	057-320-007	\$297.05	\$140.19	\$437.24
RIECHERS PETER & CARLA TR ETAL	057-320-008	\$366.22	\$161.67	\$527.89
RIECHERS PETER & CARLA TR ETAL	057-320-009	\$309.00	\$143.90	\$452.90
RIECHERS PETER & CARLA TR ETAL	057-320-010	\$263.02	\$129.63	\$392.65
RIECHERS PETER & CARLA TR ETAL	057-320-011	\$251.98	\$126.20	\$378.18
SAWYER J CHARLES TR	057-330-002	\$284.79	\$111.73	\$396.52
SAWYER J CHARLES TR	057-330-003	\$286.41	\$112.23	\$398.64
SAWYER J CHARLES TR	057-330-004	\$286.41	\$112.23	\$398.64
SAWYER J CHARLES TR	057-330-005	\$286.41	\$112.23	\$398.64
TRUC SHACK PROPERTIES LLC	057-330-006	\$286.41	\$112.23	\$398.64
TRUC SHACK PROPERTIES LLC	057-330-007	\$286.41	\$112.23	\$398.64
TRUC SHACK PROPERTIES LLC	057-330-008	\$263.93	\$105.25	\$369.18
DRIVON LAURENCE E & DONNA E	057-330-010	\$284.79	\$146.64	\$431.44
DRIVON LAURENCE E & DONNA E	057-330-011	\$286.41	\$147.15	\$433.56
DRIVON LAURENCE E & DONNA E	057-330-012	\$286.41	\$147.15	\$433.56
DRIVON LAURENCE E & DONNA E	057-330-013	\$286.41	\$147.15	\$433.56
DRIVON LAURENCE E & DONNA E	057-330-014	\$286.41	\$147.15	\$433.56
DRIVON LAURENCE E & DONNA E	057-330-015	\$286.41	\$147.15	\$433.56
DRIVON LAURENCE E & DONNA E	057-330-016	\$263.93	\$140.17	\$404.10
NAPA INDUSTRIAL LLC	057-350-001	\$174.70	\$1,691.91	\$1,866.61
NAPA INDUSTRIAL II LLC	057-350-002	\$8.27	\$0.00	\$8.27
NAPA INDUSTRIAL LLC	057-350-003	\$4,784.23	\$963.95	\$5,748.19
NAPA INDUSTRIAL LLC	057-350-004	\$13,735.98	\$2,767.60	\$16,503.58
BENSON INVESTMENTS INC	057-350-006	\$360.55	\$478.54	\$839.08
NCC VENTURE 1 LLC	057-350-007	\$47.09	\$273.09	\$320.18
NCC VENTURE 1 LLC	057-350-008	\$48.95	\$273.09	\$322.04
NCC VENTURE 1 LLC	057-350-009	\$17.05	\$189.10	\$206.15
NCC VENTURE 1 LLC	057-350-010	\$4.90	\$0.00	\$4.90
NCC VENTURE 1 LLC	057-350-011	\$81.19	\$32.09	\$113.28
NCC VENTURE 1 LLC	057-350-012	\$4,962.16	\$1,426.50	\$6,388.66

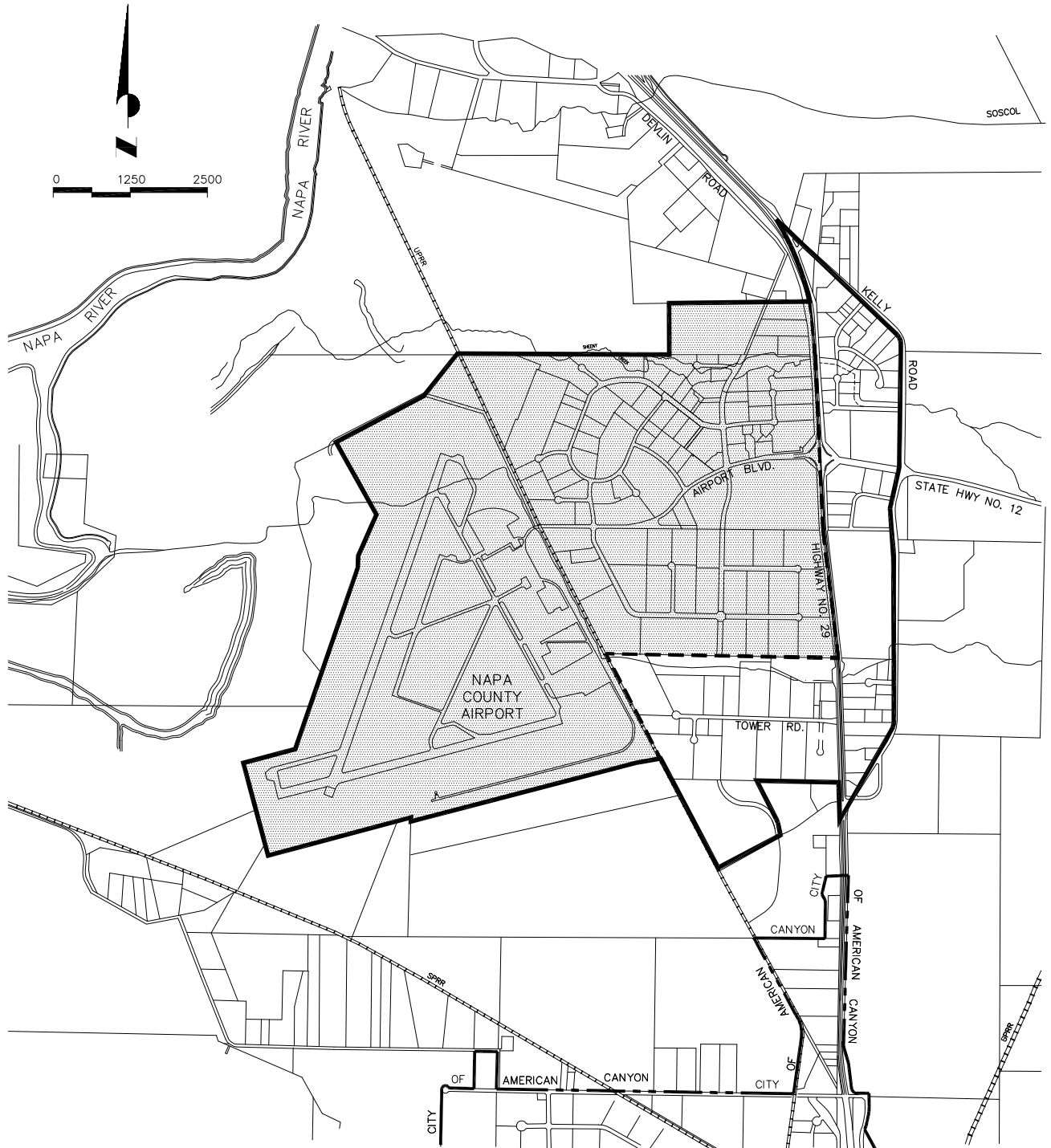
NCC VENTURE 1 LLC	057-350-013	\$4,884.78	\$978.79	\$5,863.58
NCC VENTURE 1 LLC	057-350-014	\$15,496.45	\$1,873.41	\$17,369.87
HARDING NELSON & MINDY K TR ETAL	057-110-004	\$0.00	\$734.39	\$734.39
NAPA VALLEY PETROLEUM INC	057-110-006	\$0.00	\$134.18	\$134.18
HARDING THOMAS H & LADONNA TR	057-110-007	\$0.00	\$86.83	\$86.83
MCDONALD JOHN A & SHARON L TR ETAL	057-110-014	\$0.00	\$7.04	\$7.04
TOWER ROAD INVESTORS LLC	057-110-016	\$0.00	\$169.22	\$169.22
MCDONALD JOHN A & SHARON L TR ETAL	057-110-017	\$0.00	\$33.30	\$33.30
TOWER ROAD PARTNERS LLC	057-110-018	\$0.00	\$155.77	\$155.77
TOWER ROAD PARTNERS LLC	057-110-019	\$0.00	\$152.43	\$152.43
HEGARTY MICHAEL ROBERT	057-110-023	\$0.00	\$98.27	\$98.27
LAURITSEN ROBERT ETAL	057-110-024	\$0.00	\$160.25	\$160.25
OWENS CORNING MASONRY PRODUCTS LLC	057-110-027	\$0.00	\$290.20	\$290.20
TOWER ROAD WINERY CO-OP	057-110-028	\$0.00	\$1,079.46	\$1,079.46
HARDING THOMAS H & LADONNA TR	057-110-032	\$0.00	\$70.42	\$70.42
HARDING HARRY AND SONS	057-110-033	\$0.00	\$44.45	\$44.45
FOLEY PRODUCTS COMPANY LLC	057-110-037	\$0.00	\$308.31	\$308.31
HARDING NELSON & MINDY K TR ETAL	057-110-039	\$0.00	\$92.73	\$92.73
HARDING THOMAS H & LADONNA TR	057-110-041	\$0.00	\$66.67	\$66.67
TOMHAR INC	057-110-042	\$0.00	\$145.07	\$145.07
DEBRUIN MARJORIE ELAINE	057-110-043	\$0.00	\$62.25	\$62.25
CAMPBELL PAUL C & MARY M TR	057-110-044	\$0.00	\$65.81	\$65.81
HARRY HARDING & SONS INC	057-110-059	\$0.00	\$138.41	\$138.41
HARRY HARDING AND SONS INC	057-110-061	\$0.00	\$22.15	\$22.15
TOMHAR INC	057-110-063	\$0.00	\$77.88	\$77.88
TOMHAR INC	057-110-064	\$0.00	\$90.00	\$90.00
SKIHAWK DEVELOPMENT COMPANY	057-110-069	\$0.00	\$1,389.22	\$1,389.22
OWENS CORNING MASONRY PRODUCTS LLC	057-110-070	\$0.00	\$868.91	\$868.91
Total:		\$478,890.20	\$137,794.62	\$616,684.87

## **APPENDIX B**

Napa County  
Preliminary Engineer's Report  
CSA No. 3



## **BENEFIT ZONE DIAGRAMS**



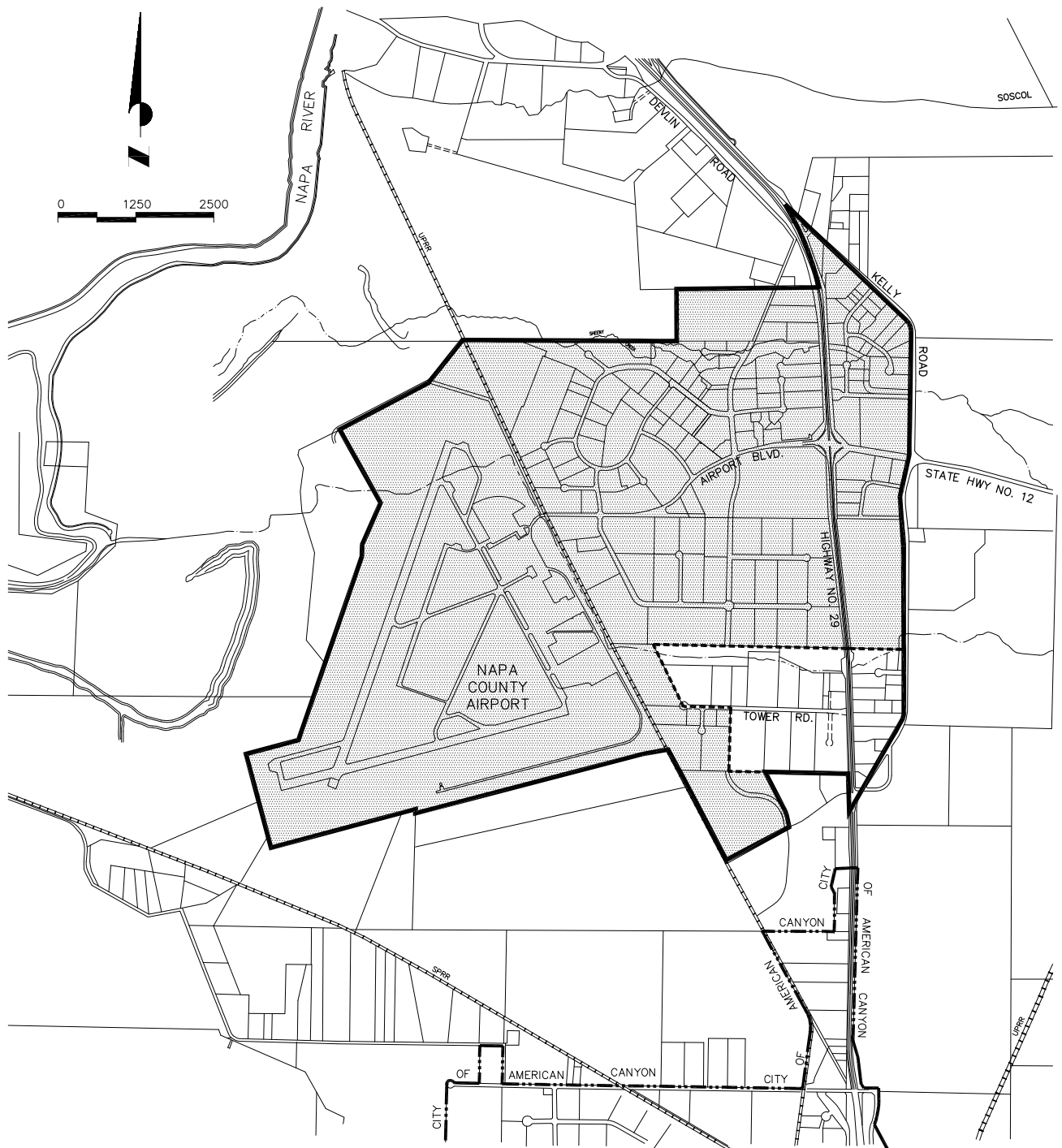
# COUNTY OF NAPA COUNTY SERVICE AREA 3 ASSESSMENT DISTRICT BENEFIT ZONE 1

APRIL 2019

## LEGEND

- CSA 3 ASSESSMENT DISTRICT BOUNDARY
- ZONE BOUNDARY
- ZONE 1 - STREET LANDSCAPING






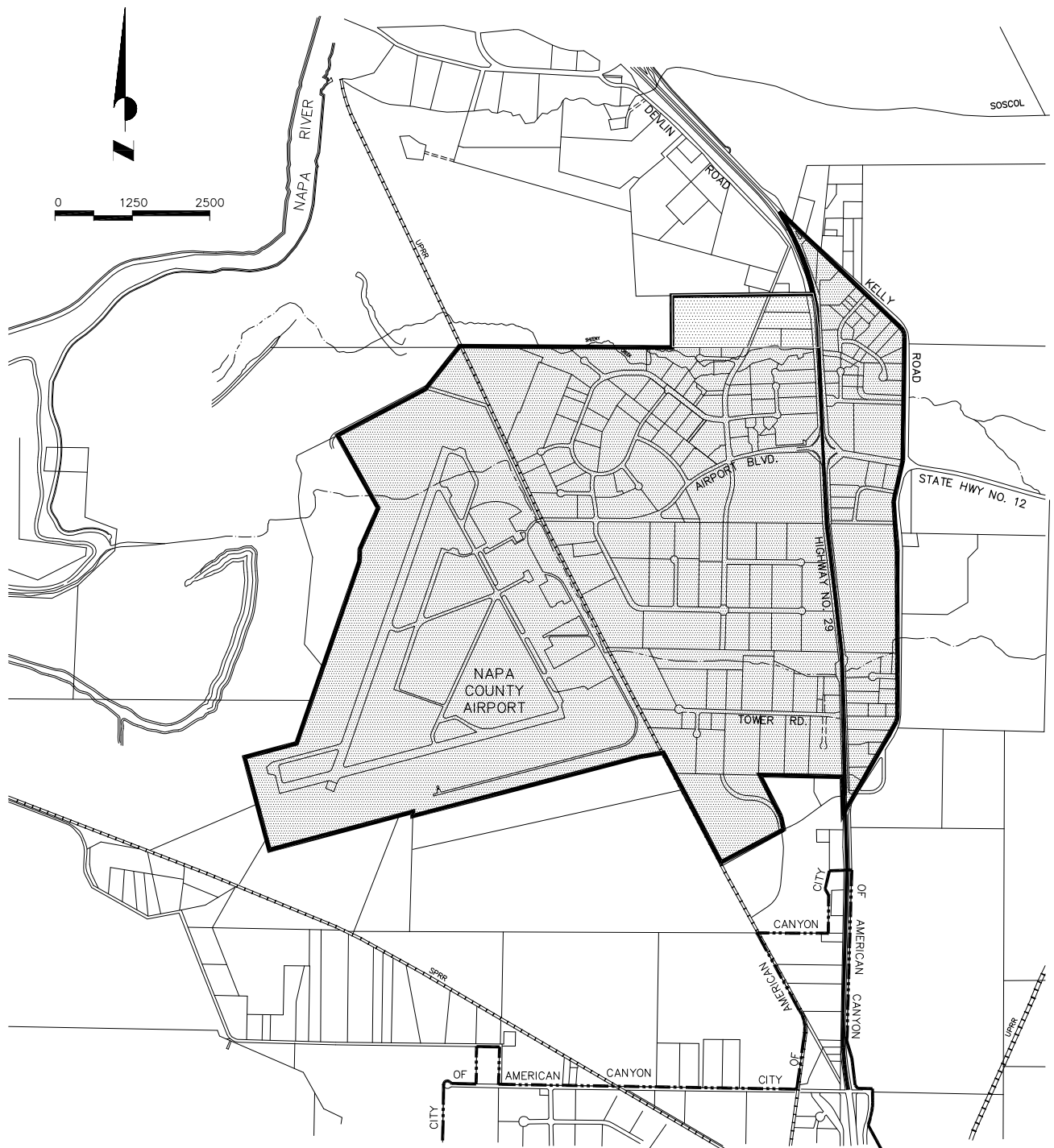
# COUNTY OF NAPA ASSESSMENT DISTRICT COUNTY SERVICE AREA 3 BENEFIT ZONE 2 APRIL 2019

## LEGEND

- CSA 3 ASSESSMENT DISTRICT BOUNDARY
- ZONE BOUNDARY

 ZONE 2 - FIRE PROTECTION





# COUNTY OF NAPA ASSESSMENT DISTRICT COUNTY SERVICE AREA 3 BENEFIT ZONE 3

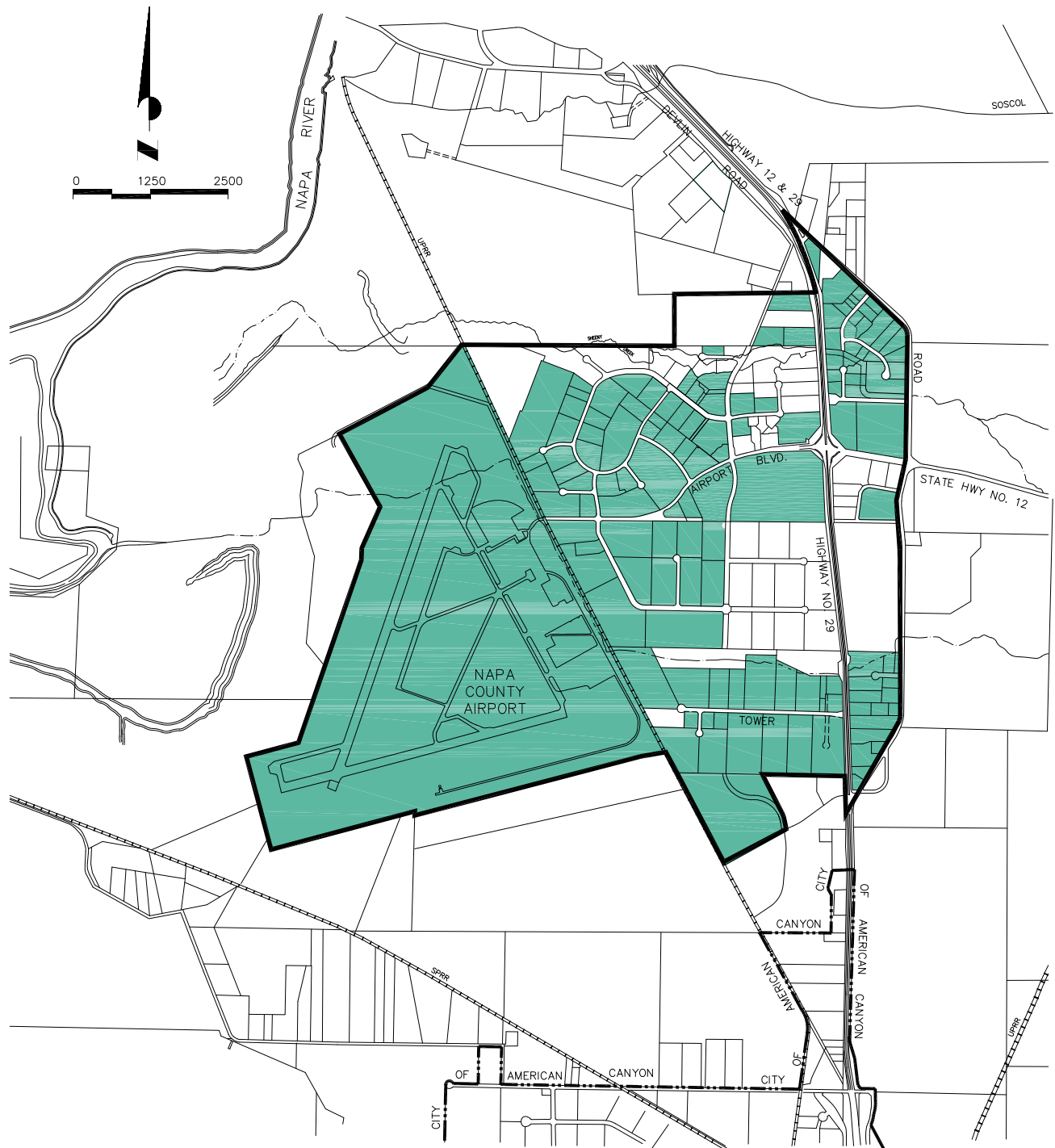
APRIL 2019

## LEGEND

- CSA 3 ASSESSMENT DISTRICT BOUNDARY
- ZONE 3 - STREET SWEEPING & STREET LIGHTING







# COUNTY OF NAPA COUNTY SERVICE AREA 3 ASSESSMENT DISTRICT DEVELOPED PARCELS AS OF APRIL 2019

## LEGEND

- CSA 3 ASSESSMENT DISTRICT BOUNDARY
- DEVELOPED PARCELS





[www.FinanceDTA.com](http://www.FinanceDTA.com)

99 ALMADEN BOULEVARD, SUITE 875  
SAN JOSE, CA 95113  
PHONE: (800) 969-4DTA

Public Finance  
Public-Private Partnerships  
Development Economics  
Clean Energy Bonds



# Napa County

## Board Agenda Letter

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

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Napa Berryessa Resort Improvement District **Agenda Date:** 5/16/2023

**File ID #:** 23-0627

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**TO:** Members of the Governing Board  
**FROM:** Christopher Silke, District Engineer  
**REPORT BY:** Annamaria Martinez, Assistant Engineer  
**SUBJECT:** Fiscal Year 2023-24 Availability Charge Public Hearing

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### **RECOMMENDATION**

PUBLIC HEARING 9:00 AM - Availability Charge

District Engineer requests the following for the Fiscal Year 2023-24 Availability Charge:

1. Open the Public Hearing to consider any objections or protests with respect to proposed water and sewer availability charges for the Napa Berryessa Resort Improvement District; and
2. Close the Public Hearing and adopt a Resolution to take the following actions:
  - a. Accept the District Engineer's Report for Fiscal Year 2023-24; and
  - b. Approve the imposition of water and sewer availability charges for Fiscal Year 2023-24.

### **EXECUTIVE SUMMARY**

Today's Public Hearing will provide an opportunity for public comment on the proposed availability charges for the Napa Berryessa Resort Improvement District (District) for fiscal year 2023-2024 of \$10.00 per parcel per month for water, and \$10.00 per parcel per month for sewer. These proposed availability charges have remained unchanged since before January 1, 1997, and therefore do not need voter approval under Proposition 218. Staff requests the Board accept the Engineer's Report and levy the proposed water and sewer standby charges for the District for Fiscal year 2023-24.

### **PROCEDURAL REQUIREMENTS**

1. Staff presentation;
2. Open the Public Hearing and receive public comments;

3. Close the Public Hearing; and
4. Motion, second, discussion, and vote on proposed availability charges and accepting the District Engineer's report.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa Berryessa Resort Improvement District Operations Budget
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The availability charges provide a necessary annual revenue source for the operating budget. Without the revenue generated by the availability charges, the District will have insufficient funds to cover operations and maintenance expenses.
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**

#### **SPECIAL ASSESSMENTS - WATER/SEWER AVAILABILITY CHARGE**

Today's recommended action is to consider any objections or protests with respect to the water and sewer availability charge for the Napa Berryessa Resort Improvement District (District). The District was established by the Resort Improvement Act in the 1960's. Due to various parcel mergers over the years, the District currently contains approximately 552 parcels and assesses a water and sewer availability charge to each parcel, whether developed or not. The availability charge is collected by the County Treasurer along with the normal property tax on each parcel. Revenues generated by these charges are appropriated through the District's annual budget and fund the maintenance and upgrade of existing water and sewer system facilities.

In 1997, the residents of the District voted against replacing the water/sewer availability charge of \$240 per parcel per year (\$10 per parcel per month for water and \$10 per parcel per month for sewer) with a special tax. The District retained the availability charge as originally established. An increase in the availability charges above the proposed amounts would require voter approval under Proposition 218. The amount of this charge, and the parcels to which it is assessed, must be established annually by a Report of the District Engineer. The Engineer's Report includes a listing of parcels by Assessor's Parcel Number and the corresponding amount of the charge for Fiscal Year 2023-24.



***Napa Berryessa Resort Improvement District  
Engineer's Report for  
FY 2023-2024 Availability Charges***

<b><i>PARCEL NO.</i></b>	<b><i>TAX CODE</i></b>	<b><i>1ST INSTALL</i></b>	<b><i>2ND INSTALL</i></b>	<b><i>TOTAL</i></b>
019-180-015	54600	\$120.00	\$120.00	\$240.00
019-341-001	54600	\$120.00	\$120.00	\$240.00
019-341-002	54600	\$120.00	\$120.00	\$240.00
019-341-003	54600	\$120.00	\$120.00	\$240.00
019-341-004	54600	\$120.00	\$120.00	\$240.00
019-341-005	54600	\$120.00	\$120.00	\$240.00
019-341-008	54600	\$120.00	\$120.00	\$240.00
019-341-009	54600	\$120.00	\$120.00	\$240.00
019-341-010	54600	\$120.00	\$120.00	\$240.00
019-341-011	54600	\$120.00	\$120.00	\$240.00
019-341-012	54600	\$120.00	\$120.00	\$240.00
019-341-013	54600	\$120.00	\$120.00	\$240.00
019-341-014	54600	\$120.00	\$120.00	\$240.00
019-341-015	54600	\$120.00	\$120.00	\$240.00
019-342-001	54600	\$120.00	\$120.00	\$240.00
019-342-002	54600	\$120.00	\$120.00	\$240.00
019-342-003	54600	\$120.00	\$120.00	\$240.00
019-342-004	54600	\$120.00	\$120.00	\$240.00
019-342-005	54600	\$120.00	\$120.00	\$240.00
019-342-006	54600	\$120.00	\$120.00	\$240.00
019-351-001	54600	\$120.00	\$120.00	\$240.00
019-351-002	54600	\$120.00	\$120.00	\$240.00
019-351-003	54600	\$120.00	\$120.00	\$240.00
019-351-004	54600	\$120.00	\$120.00	\$240.00
019-351-005	54600	\$120.00	\$120.00	\$240.00
019-351-006	54600	\$120.00	\$120.00	\$240.00
019-351-007	54600	\$120.00	\$120.00	\$240.00
019-351-008	54600	\$120.00	\$120.00	\$240.00
019-352-001	54600	\$120.00	\$120.00	\$240.00
019-352-002	54600	\$120.00	\$120.00	\$240.00
019-352-003	54600	\$120.00	\$120.00	\$240.00
019-352-004	54600	\$120.00	\$120.00	\$240.00
019-352-005	54600	\$120.00	\$120.00	\$240.00
019-352-006	54600	\$120.00	\$120.00	\$240.00
019-352-007	54600	\$120.00	\$120.00	\$240.00
019-352-008	54600	\$120.00	\$120.00	\$240.00
019-352-009	54600	\$120.00	\$120.00	\$240.00
019-352-010	54600	\$120.00	\$120.00	\$240.00
019-352-011	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-352-012	54600	\$120.00	\$120.00	\$240.00
019-352-013	54600	\$120.00	\$120.00	\$240.00
019-352-014	54600	\$120.00	\$120.00	\$240.00
019-353-001	54600	\$120.00	\$120.00	\$240.00
019-353-002	54600	\$120.00	\$120.00	\$240.00
019-353-003	54600	\$120.00	\$120.00	\$240.00
019-353-004	54600	\$120.00	\$120.00	\$240.00
019-353-005	54600	\$120.00	\$120.00	\$240.00
019-353-006	54600	\$120.00	\$120.00	\$240.00
019-361-001	54600	\$120.00	\$120.00	\$240.00
019-361-004	54600	\$120.00	\$120.00	\$240.00
019-361-005	54600	\$120.00	\$120.00	\$240.00
019-361-006	54600	\$120.00	\$120.00	\$240.00
019-361-007	54600	\$120.00	\$120.00	\$240.00
019-361-008	54600	\$120.00	\$120.00	\$240.00
019-361-009	54600	\$120.00	\$120.00	\$240.00
019-361-010	54600	\$120.00	\$120.00	\$240.00
019-361-011	54600	\$120.00	\$120.00	\$240.00
019-361-012	54600	\$120.00	\$120.00	\$240.00
019-361-013	54600	\$120.00	\$120.00	\$240.00
019-361-014	54600	\$120.00	\$120.00	\$240.00
019-361-015	54600	\$120.00	\$120.00	\$240.00
019-362-001	54600	\$120.00	\$120.00	\$240.00
019-362-002	54600	\$120.00	\$120.00	\$240.00
019-362-003	54600	\$120.00	\$120.00	\$240.00
019-362-004	54600	\$120.00	\$120.00	\$240.00
019-362-005	54600	\$120.00	\$120.00	\$240.00
019-362-006	54600	\$120.00	\$120.00	\$240.00
019-362-007	54600	\$120.00	\$120.00	\$240.00
019-362-008	54600	\$120.00	\$120.00	\$240.00
019-362-009	54600	\$120.00	\$120.00	\$240.00
019-362-010	54600	\$120.00	\$120.00	\$240.00
019-362-011	54600	\$120.00	\$120.00	\$240.00
019-362-014	54600	\$120.00	\$120.00	\$240.00
019-362-015	54600	\$120.00	\$120.00	\$240.00
019-362-016	54600	\$120.00	\$120.00	\$240.00
019-362-017	54600	\$120.00	\$120.00	\$240.00
019-362-018	54600	\$120.00	\$120.00	\$240.00
019-362-019	54600	\$120.00	\$120.00	\$240.00
019-362-020	54600	\$120.00	\$120.00	\$240.00
019-362-021	54600	\$120.00	\$120.00	\$240.00
019-362-022	54600	\$120.00	\$120.00	\$240.00
019-362-023	54600	\$120.00	\$120.00	\$240.00
019-362-024	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-362-025	54600	\$120.00	\$120.00	\$240.00
019-362-026	54600	\$120.00	\$120.00	\$240.00
019-362-027	54600	\$120.00	\$120.00	\$240.00
019-362-028	54600	\$120.00	\$120.00	\$240.00
019-371-001	54600	\$120.00	\$120.00	\$240.00
019-371-002	54600	\$120.00	\$120.00	\$240.00
019-372-001	54600	\$120.00	\$120.00	\$240.00
019-372-002	54600	\$120.00	\$120.00	\$240.00
019-372-003	54600	\$120.00	\$120.00	\$240.00
019-372-004	54600	\$120.00	\$120.00	\$240.00
019-372-005	54600	\$120.00	\$120.00	\$240.00
019-372-006	54600	\$120.00	\$120.00	\$240.00
019-372-007	54600	\$120.00	\$120.00	\$240.00
019-372-008	54600	\$120.00	\$120.00	\$240.00
019-372-011	54600	\$120.00	\$120.00	\$240.00
019-372-012	54600	\$120.00	\$120.00	\$240.00
019-381-001	54600	\$120.00	\$120.00	\$240.00
019-381-002	54600	\$120.00	\$120.00	\$240.00
019-381-003	54600	\$120.00	\$120.00	\$240.00
019-381-004	54600	\$120.00	\$120.00	\$240.00
019-381-005	54600	\$120.00	\$120.00	\$240.00
019-381-006	54600	\$120.00	\$120.00	\$240.00
019-381-007	54600	\$120.00	\$120.00	\$240.00
019-381-008	54600	\$120.00	\$120.00	\$240.00
019-381-009	54600	\$120.00	\$120.00	\$240.00
019-381-010	54600	\$120.00	\$120.00	\$240.00
019-381-011	54600	\$120.00	\$120.00	\$240.00
019-381-012	54600	\$120.00	\$120.00	\$240.00
019-381-013	54600	\$120.00	\$120.00	\$240.00
019-381-014	54600	\$120.00	\$120.00	\$240.00
019-381-015	54600	\$120.00	\$120.00	\$240.00
019-381-016	54600	\$120.00	\$120.00	\$240.00
019-381-017	54600	\$120.00	\$120.00	\$240.00
019-381-018	54600	\$120.00	\$120.00	\$240.00
019-381-019	54600	\$120.00	\$120.00	\$240.00
019-381-020	54600	\$120.00	\$120.00	\$240.00
019-381-021	54600	\$120.00	\$120.00	\$240.00
019-381-022	54600	\$120.00	\$120.00	\$240.00
019-381-023	54600	\$120.00	\$120.00	\$240.00
019-381-024	54600	\$120.00	\$120.00	\$240.00
019-381-025	54600	\$120.00	\$120.00	\$240.00
019-381-026	54600	\$120.00	\$120.00	\$240.00
019-381-027	54600	\$120.00	\$120.00	\$240.00
019-382-001	54600	\$120.00	\$120.00	\$240.00



<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-382-002	54600	\$120.00	\$120.00	\$240.00
019-382-003	54600	\$120.00	\$120.00	\$240.00
019-382-004	54600	\$120.00	\$120.00	\$240.00
019-382-005	54600	\$120.00	\$120.00	\$240.00
019-382-006	54600	\$120.00	\$120.00	\$240.00
019-382-007	54600	\$120.00	\$120.00	\$240.00
019-382-008	54600	\$120.00	\$120.00	\$240.00
019-391-001	54600	\$120.00	\$120.00	\$240.00
019-391-002	54600	\$120.00	\$120.00	\$240.00
019-391-003	54600	\$120.00	\$120.00	\$240.00
019-391-004	54600	\$120.00	\$120.00	\$240.00
019-391-005	54600	\$120.00	\$120.00	\$240.00
019-391-006	54600	\$120.00	\$120.00	\$240.00
019-391-007	54600	\$120.00	\$120.00	\$240.00
019-391-008	54600	\$120.00	\$120.00	\$240.00
019-391-009	54600	\$120.00	\$120.00	\$240.00
019-391-010	54600	\$120.00	\$120.00	\$240.00
019-392-001	54600	\$120.00	\$120.00	\$240.00
019-392-002	54600	\$120.00	\$120.00	\$240.00
019-392-003	54600	\$120.00	\$120.00	\$240.00
019-392-004	54600	\$120.00	\$120.00	\$240.00
019-392-005	54600	\$120.00	\$120.00	\$240.00
019-392-006	54600	\$120.00	\$120.00	\$240.00
019-392-007	54600	\$120.00	\$120.00	\$240.00
019-392-008	54600	\$120.00	\$120.00	\$240.00
019-392-009	54600	\$120.00	\$120.00	\$240.00
019-392-010	54600	\$120.00	\$120.00	\$240.00
019-392-011	54600	\$120.00	\$120.00	\$240.00
019-392-012	54600	\$120.00	\$120.00	\$240.00
019-392-013	54600	\$120.00	\$120.00	\$240.00
019-392-014	54600	\$120.00	\$120.00	\$240.00
019-392-015	54600	\$120.00	\$120.00	\$240.00
019-392-016	54600	\$120.00	\$120.00	\$240.00
019-392-017	54600	\$120.00	\$120.00	\$240.00
019-392-018	54600	\$120.00	\$120.00	\$240.00
019-392-019	54600	\$120.00	\$120.00	\$240.00
019-392-020	54600	\$120.00	\$120.00	\$240.00
019-392-021	54600	\$120.00	\$120.00	\$240.00
019-392-022	54600	\$120.00	\$120.00	\$240.00
019-392-023	54600	\$120.00	\$120.00	\$240.00
019-392-024	54600	\$120.00	\$120.00	\$240.00
019-392-025	54600	\$120.00	\$120.00	\$240.00
019-392-026	54600	\$120.00	\$120.00	\$240.00
019-392-027	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-392-028	54600	\$120.00	\$120.00	\$240.00
019-392-029	54600	\$120.00	\$120.00	\$240.00
019-392-030	54600	\$120.00	\$120.00	\$240.00
019-392-031	54600	\$120.00	\$120.00	\$240.00
019-401-002	54600	\$120.00	\$120.00	\$240.00
019-402-001	54600	\$120.00	\$120.00	\$240.00
019-402-002	54600	\$120.00	\$120.00	\$240.00
019-402-003	54600	\$120.00	\$120.00	\$240.00
019-402-004	54600	\$120.00	\$120.00	\$240.00
019-402-005	54600	\$120.00	\$120.00	\$240.00
019-402-006	54600	\$120.00	\$120.00	\$240.00
019-402-007	54600	\$120.00	\$120.00	\$240.00
019-402-008	54600	\$120.00	\$120.00	\$240.00
019-402-009	54600	\$120.00	\$120.00	\$240.00
019-402-010	54600	\$120.00	\$120.00	\$240.00
019-402-011	54600	\$120.00	\$120.00	\$240.00
019-402-012	54600	\$120.00	\$120.00	\$240.00
019-402-013	54600	\$120.00	\$120.00	\$240.00
019-402-014	54600	\$120.00	\$120.00	\$240.00
019-402-015	54600	\$120.00	\$120.00	\$240.00
019-402-016	54600	\$120.00	\$120.00	\$240.00
019-402-017	54600	\$120.00	\$120.00	\$240.00
019-402-018	54600	\$120.00	\$120.00	\$240.00
019-402-019	54600	\$120.00	\$120.00	\$240.00
019-402-020	54600	\$120.00	\$120.00	\$240.00
019-403-001	54600	\$120.00	\$120.00	\$240.00
019-403-004	54600	\$120.00	\$120.00	\$240.00
019-421-001	54600	\$120.00	\$120.00	\$240.00
019-421-002	54600	\$120.00	\$120.00	\$240.00
019-421-003	54600	\$120.00	\$120.00	\$240.00
019-421-004	54600	\$120.00	\$120.00	\$240.00
019-421-005	54600	\$120.00	\$120.00	\$240.00
019-421-006	54600	\$120.00	\$120.00	\$240.00
019-421-007	54600	\$120.00	\$120.00	\$240.00
019-421-008	54600	\$120.00	\$120.00	\$240.00
019-421-009	54600	\$120.00	\$120.00	\$240.00
019-421-010	54600	\$120.00	\$120.00	\$240.00
019-421-011	54600	\$120.00	\$120.00	\$240.00
019-421-012	54600	\$120.00	\$120.00	\$240.00
019-421-013	54600	\$120.00	\$120.00	\$240.00
019-421-014	54600	\$120.00	\$120.00	\$240.00
019-421-015	54600	\$120.00	\$120.00	\$240.00
019-421-017	54600	\$120.00	\$120.00	\$240.00
019-421-020	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-421-021	54600	\$120.00	\$120.00	\$240.00
019-421-022	54600	\$120.00	\$120.00	\$240.00
019-422-001	54600	\$120.00	\$120.00	\$240.00
019-422-002	54600	\$120.00	\$120.00	\$240.00
019-422-003	54600	\$120.00	\$120.00	\$240.00
019-422-004	54600	\$120.00	\$120.00	\$240.00
019-422-005	54600	\$120.00	\$120.00	\$240.00
019-422-006	54600	\$120.00	\$120.00	\$240.00
019-422-007	54600	\$120.00	\$120.00	\$240.00
019-422-010	54600	\$120.00	\$120.00	\$240.00
019-422-011	54600	\$120.00	\$120.00	\$240.00
019-422-012	54600	\$120.00	\$120.00	\$240.00
019-422-013	54600	\$120.00	\$120.00	\$240.00
019-422-014	54600	\$120.00	\$120.00	\$240.00
019-422-015	54600	\$120.00	\$120.00	\$240.00
019-422-016	54600	\$120.00	\$120.00	\$240.00
019-422-017	54600	\$120.00	\$120.00	\$240.00
019-422-020	54600	\$120.00	\$120.00	\$240.00
019-422-021	54600	\$120.00	\$120.00	\$240.00
019-422-022	54600	\$120.00	\$120.00	\$240.00
019-422-023	54600	\$120.00	\$120.00	\$240.00
019-422-024	54600	\$120.00	\$120.00	\$240.00
019-422-025	54600	\$120.00	\$120.00	\$240.00
019-431-001	54600	\$120.00	\$120.00	\$240.00
019-431-002	54600	\$120.00	\$120.00	\$240.00
019-431-003	54600	\$120.00	\$120.00	\$240.00
019-431-004	54600	\$120.00	\$120.00	\$240.00
019-431-007	54600	\$120.00	\$120.00	\$240.00
019-431-008	54600	\$120.00	\$120.00	\$240.00
019-431-009	54600	\$120.00	\$120.00	\$240.00
019-431-010	54600	\$120.00	\$120.00	\$240.00
019-431-011	54600	\$120.00	\$120.00	\$240.00
019-431-012	54600	\$120.00	\$120.00	\$240.00
019-431-013	54600	\$120.00	\$120.00	\$240.00
019-431-014	54600	\$120.00	\$120.00	\$240.00
019-431-015	54600	\$120.00	\$120.00	\$240.00
019-431-016	54600	\$120.00	\$120.00	\$240.00
019-431-017	54600	\$120.00	\$120.00	\$240.00
019-431-018	54600	\$120.00	\$120.00	\$240.00
019-432-001	54600	\$120.00	\$120.00	\$240.00
019-432-002	54600	\$120.00	\$120.00	\$240.00
019-432-003	54600	\$120.00	\$120.00	\$240.00
019-441-001	54600	\$120.00	\$120.00	\$240.00
019-441-002	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-441-003	54600	\$120.00	\$120.00	\$240.00
019-441-004	54600	\$120.00	\$120.00	\$240.00
019-441-005	54600	\$120.00	\$120.00	\$240.00
019-441-006	54600	\$120.00	\$120.00	\$240.00
019-441-007	54600	\$120.00	\$120.00	\$240.00
019-441-008	54600	\$120.00	\$120.00	\$240.00
019-441-009	54600	\$120.00	\$120.00	\$240.00
019-441-013	54600	\$120.00	\$120.00	\$240.00
019-441-014	54600	\$120.00	\$120.00	\$240.00
019-441-015	54600	\$120.00	\$120.00	\$240.00
019-441-016	54600	\$120.00	\$120.00	\$240.00
019-441-017	54600	\$120.00	\$120.00	\$240.00
019-441-018	54600	\$120.00	\$120.00	\$240.00
019-441-022	54600	\$120.00	\$120.00	\$240.00
019-441-023	54600	\$120.00	\$120.00	\$240.00
019-442-001	54600	\$120.00	\$120.00	\$240.00
019-442-002	54600	\$120.00	\$120.00	\$240.00
019-442-003	54600	\$120.00	\$120.00	\$240.00
019-442-004	54600	\$120.00	\$120.00	\$240.00
019-442-005	54600	\$120.00	\$120.00	\$240.00
019-451-001	54600	\$120.00	\$120.00	\$240.00
019-451-002	54600	\$120.00	\$120.00	\$240.00
019-451-003	54600	\$120.00	\$120.00	\$240.00
019-451-004	54600	\$120.00	\$120.00	\$240.00
019-451-005	54600	\$120.00	\$120.00	\$240.00
019-451-006	54600	\$120.00	\$120.00	\$240.00
019-451-007	54600	\$120.00	\$120.00	\$240.00
019-451-008	54600	\$120.00	\$120.00	\$240.00
019-451-009	54600	\$120.00	\$120.00	\$240.00
019-451-010	54600	\$120.00	\$120.00	\$240.00
019-451-011	54600	\$120.00	\$120.00	\$240.00
019-451-012	54600	\$120.00	\$120.00	\$240.00
019-451-013	54600	\$120.00	\$120.00	\$240.00
019-451-014	54600	\$120.00	\$120.00	\$240.00
019-451-015	54600	\$120.00	\$120.00	\$240.00
019-451-016	54600	\$120.00	\$120.00	\$240.00
019-451-017	54600	\$120.00	\$120.00	\$240.00
019-451-018	54600	\$120.00	\$120.00	\$240.00
019-451-019	54600	\$120.00	\$120.00	\$240.00
019-451-020	54600	\$120.00	\$120.00	\$240.00
019-451-021	54600	\$120.00	\$120.00	\$240.00
019-451-022	54600	\$120.00	\$120.00	\$240.00
019-451-023	54600	\$120.00	\$120.00	\$240.00
019-451-024	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-452-001	54600	\$120.00	\$120.00	\$240.00
019-452-002	54600	\$120.00	\$120.00	\$240.00
019-452-003	54600	\$120.00	\$120.00	\$240.00
019-453-002	54600	\$120.00	\$120.00	\$240.00
019-461-001	54600	\$120.00	\$120.00	\$240.00
019-461-002	54600	\$120.00	\$120.00	\$240.00
019-461-003	54600	\$120.00	\$120.00	\$240.00
019-461-004	54600	\$120.00	\$120.00	\$240.00
019-461-005	54600	\$120.00	\$120.00	\$240.00
019-461-006	54600	\$120.00	\$120.00	\$240.00
019-461-007	54600	\$120.00	\$120.00	\$240.00
019-461-008	54600	\$120.00	\$120.00	\$240.00
019-461-009	54600	\$120.00	\$120.00	\$240.00
019-461-010	54600	\$120.00	\$120.00	\$240.00
019-461-011	54600	\$120.00	\$120.00	\$240.00
019-461-012	54600	\$120.00	\$120.00	\$240.00
019-461-013	54600	\$120.00	\$120.00	\$240.00
019-461-014	54600	\$120.00	\$120.00	\$240.00
019-461-015	54600	\$120.00	\$120.00	\$240.00
019-461-016	54600	\$120.00	\$120.00	\$240.00
019-461-017	54600	\$120.00	\$120.00	\$240.00
019-461-018	54600	\$120.00	\$120.00	\$240.00
019-461-019	54600	\$120.00	\$120.00	\$240.00
019-461-020	54600	\$120.00	\$120.00	\$240.00
019-461-021	54600	\$120.00	\$120.00	\$240.00
019-461-022	54600	\$120.00	\$120.00	\$240.00
019-461-023	54600	\$120.00	\$120.00	\$240.00
019-461-024	54600	\$120.00	\$120.00	\$240.00
019-461-025	54600	\$120.00	\$120.00	\$240.00
019-462-002	54600	\$120.00	\$120.00	\$240.00
019-462-003	54600	\$120.00	\$120.00	\$240.00
019-462-004	54600	\$120.00	\$120.00	\$240.00
019-462-005	54600	\$120.00	\$120.00	\$240.00
019-462-006	54600	\$120.00	\$120.00	\$240.00
019-462-007	54600	\$120.00	\$120.00	\$240.00
019-462-008	54600	\$120.00	\$120.00	\$240.00
019-462-009	54600	\$120.00	\$120.00	\$240.00
019-462-012	54600	\$120.00	\$120.00	\$240.00
019-462-013	54600	\$120.00	\$120.00	\$240.00
019-462-016	54600	\$120.00	\$120.00	\$240.00
019-462-017	54600	\$120.00	\$120.00	\$240.00
019-462-018	54600	\$120.00	\$120.00	\$240.00
019-462-019	54600	\$120.00	\$120.00	\$240.00
019-462-020	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-462-021	54600	\$120.00	\$120.00	\$240.00
019-462-022	54600	\$120.00	\$120.00	\$240.00
019-462-023	54600	\$120.00	\$120.00	\$240.00
019-462-024	54600	\$120.00	\$120.00	\$240.00
019-462-025	54600	\$120.00	\$120.00	\$240.00
019-462-026	54600	\$120.00	\$120.00	\$240.00
019-462-027	54600	\$120.00	\$120.00	\$240.00
019-462-028	54600	\$120.00	\$120.00	\$240.00
019-471-001	54600	\$120.00	\$120.00	\$240.00
019-471-002	54600	\$120.00	\$120.00	\$240.00
019-471-003	54600	\$120.00	\$120.00	\$240.00
019-471-004	54600	\$120.00	\$120.00	\$240.00
019-471-005	54600	\$120.00	\$120.00	\$240.00
019-471-006	54600	\$120.00	\$120.00	\$240.00
019-471-007	54600	\$120.00	\$120.00	\$240.00
019-471-008	54600	\$120.00	\$120.00	\$240.00
019-471-011	54600	\$120.00	\$120.00	\$240.00
019-471-012	54600	\$120.00	\$120.00	\$240.00
019-471-013	54600	\$120.00	\$120.00	\$240.00
019-471-014	54600	\$120.00	\$120.00	\$240.00
019-471-015	54600	\$120.00	\$120.00	\$240.00
019-472-001	54600	\$120.00	\$120.00	\$240.00
019-472-002	54600	\$120.00	\$120.00	\$240.00
019-472-003	54600	\$120.00	\$120.00	\$240.00
019-472-006	54600	\$120.00	\$120.00	\$240.00
019-472-007	54600	\$120.00	\$120.00	\$240.00
019-472-008	54600	\$120.00	\$120.00	\$240.00
019-472-009	54600	\$120.00	\$120.00	\$240.00
019-472-010	54600	\$120.00	\$120.00	\$240.00
019-472-011	54600	\$120.00	\$120.00	\$240.00
019-472-012	54600	\$120.00	\$120.00	\$240.00
019-472-013	54600	\$120.00	\$120.00	\$240.00
019-472-014	54600	\$120.00	\$120.00	\$240.00
019-472-015	54600	\$120.00	\$120.00	\$240.00
019-472-016	54600	\$120.00	\$120.00	\$240.00
019-473-001	54600	\$120.00	\$120.00	\$240.00
019-473-002	54600	\$120.00	\$120.00	\$240.00
019-473-003	54600	\$120.00	\$120.00	\$240.00
019-473-004	54600	\$120.00	\$120.00	\$240.00
019-473-005	54600	\$120.00	\$120.00	\$240.00
019-473-006	54600	\$120.00	\$120.00	\$240.00
019-473-007	54600	\$120.00	\$120.00	\$240.00
019-473-008	54600	\$120.00	\$120.00	\$240.00
019-474-001	54600	\$120.00	\$120.00	\$240.00

<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-474-002	54600	\$120.00	\$120.00	\$240.00
019-474-003	54600	\$120.00	\$120.00	\$240.00
019-474-004	54600	\$120.00	\$120.00	\$240.00
019-474-005	54600	\$120.00	\$120.00	\$240.00
019-474-006	54600	\$120.00	\$120.00	\$240.00
019-474-007	54600	\$120.00	\$120.00	\$240.00
019-481-001	54600	\$120.00	\$120.00	\$240.00
019-481-004	54600	\$120.00	\$120.00	\$240.00
019-481-005	54600	\$120.00	\$120.00	\$240.00
019-481-006	54600	\$120.00	\$120.00	\$240.00
019-481-009	54600	\$120.00	\$120.00	\$240.00
019-481-010	54600	\$120.00	\$120.00	\$240.00
019-481-011	54600	\$120.00	\$120.00	\$240.00
019-482-001	54600	\$120.00	\$120.00	\$240.00
019-482-002	54600	\$120.00	\$120.00	\$240.00
019-482-003	54600	\$120.00	\$120.00	\$240.00
019-482-004	54600	\$120.00	\$120.00	\$240.00
019-482-005	54600	\$120.00	\$120.00	\$240.00
019-482-006	54600	\$120.00	\$120.00	\$240.00
019-482-007	54600	\$120.00	\$120.00	\$240.00
019-482-008	54600	\$120.00	\$120.00	\$240.00
019-482-009	54600	\$120.00	\$120.00	\$240.00
019-482-010	54600	\$120.00	\$120.00	\$240.00
019-482-011	54600	\$120.00	\$120.00	\$240.00
019-482-012	54600	\$120.00	\$120.00	\$240.00
019-482-013	54600	\$120.00	\$120.00	\$240.00
019-482-014	54600	\$120.00	\$120.00	\$240.00
019-482-015	54600	\$120.00	\$120.00	\$240.00
019-482-016	54600	\$120.00	\$120.00	\$240.00
019-483-001	54600	\$120.00	\$120.00	\$240.00
019-483-002	54600	\$120.00	\$120.00	\$240.00
019-483-003	54600	\$120.00	\$120.00	\$240.00
019-483-006	54600	\$120.00	\$120.00	\$240.00
019-483-007	54600	\$120.00	\$120.00	\$240.00
019-483-008	54600	\$120.00	\$120.00	\$240.00
019-483-009	54600	\$120.00	\$120.00	\$240.00
019-483-010	54600	\$120.00	\$120.00	\$240.00
019-483-013	54600	\$120.00	\$120.00	\$240.00
019-483-014	54600	\$120.00	\$120.00	\$240.00
019-483-015	54600	\$120.00	\$120.00	\$240.00
019-483-016	54600	\$120.00	\$120.00	\$240.00
019-484-001	54600	\$120.00	\$120.00	\$240.00
019-484-002	54600	\$120.00	\$120.00	\$240.00
019-484-003	54600	\$120.00	\$120.00	\$240.00

<b><i>PARCEL NO.</i></b>	<b><i>TAX CODE</i></b>	<b><i>1ST INSTALL</i></b>	<b><i>2ND INSTALL</i></b>	<b><i>TOTAL</i></b>
019-484-004	54600	\$120.00	\$120.00	\$240.00
019-484-005	54600	\$120.00	\$120.00	\$240.00
019-484-006	54600	\$120.00	\$120.00	\$240.00
019-484-007	54600	\$120.00	\$120.00	\$240.00
019-484-008	54600	\$120.00	\$120.00	\$240.00
019-491-001	54600	\$120.00	\$120.00	\$240.00
019-491-002	54600	\$120.00	\$120.00	\$240.00
019-491-003	54600	\$120.00	\$120.00	\$240.00
019-491-007	54600	\$120.00	\$120.00	\$240.00
019-491-008	54600	\$120.00	\$120.00	\$240.00
019-491-009	54600	\$120.00	\$120.00	\$240.00
019-491-010	54600	\$120.00	\$120.00	\$240.00
019-491-011	54600	\$120.00	\$120.00	\$240.00
019-491-012	54600	\$120.00	\$120.00	\$240.00
019-491-014	54600	\$120.00	\$120.00	\$240.00
019-492-001	54600	\$120.00	\$120.00	\$240.00
019-492-002	54600	\$120.00	\$120.00	\$240.00
019-492-003	54600	\$120.00	\$120.00	\$240.00
019-492-004	54600	\$120.00	\$120.00	\$240.00
019-492-005	54600	\$120.00	\$120.00	\$240.00
019-492-006	54600	\$120.00	\$120.00	\$240.00
019-492-007	54600	\$120.00	\$120.00	\$240.00
019-492-008	54600	\$120.00	\$120.00	\$240.00
019-492-009	54600	\$120.00	\$120.00	\$240.00
019-492-010	54600	\$120.00	\$120.00	\$240.00
019-492-011	54600	\$120.00	\$120.00	\$240.00
019-492-012	54600	\$120.00	\$120.00	\$240.00
019-492-013	54600	\$120.00	\$120.00	\$240.00
019-492-014	54600	\$120.00	\$120.00	\$240.00
019-492-015	54600	\$120.00	\$120.00	\$240.00
019-492-016	54600	\$120.00	\$120.00	\$240.00
019-492-017	54600	\$120.00	\$120.00	\$240.00
019-492-018	54600	\$120.00	\$120.00	\$240.00
019-492-019	54600	\$120.00	\$120.00	\$240.00
019-492-020	54600	\$120.00	\$120.00	\$240.00
019-492-021	54600	\$120.00	\$120.00	\$240.00
019-493-001	54600	\$120.00	\$120.00	\$240.00
019-493-002	54600	\$120.00	\$120.00	\$240.00
019-493-003	54600	\$120.00	\$120.00	\$240.00
019-493-004	54600	\$120.00	\$120.00	\$240.00
019-493-005	54600	\$120.00	\$120.00	\$240.00
019-493-006	54600	\$120.00	\$120.00	\$240.00
019-493-009	54600	\$120.00	\$120.00	\$240.00
019-493-010	54600	\$120.00	\$120.00	\$240.00



<i><b>PARCEL NO.</b></i>	<i><b>TAX CODE</b></i>	<i><b>1ST INSTALL</b></i>	<i><b>2ND INSTALL</b></i>	<i><b>TOTAL</b></i>
019-493-011	54600	\$120.00	\$120.00	\$240.00
019-493-012	54600	\$120.00	\$120.00	\$240.00
019-493-013	54600	\$120.00	\$120.00	\$240.00
019-493-014	54600	\$120.00	\$120.00	\$240.00
019-493-015	54600	\$120.00	\$120.00	\$240.00
019-493-016	54600	\$120.00	\$120.00	\$240.00
019-493-017	54600	\$120.00	\$120.00	\$240.00
019-493-018	54600	\$120.00	\$120.00	\$240.00
019-493-019	54600	\$120.00	\$120.00	\$240.00
019-494-001	54600	\$120.00	\$120.00	\$240.00
019-494-002	54600	\$120.00	\$120.00	\$240.00
019-494-003	54600	\$120.00	\$120.00	\$240.00
019-494-004	54600	\$120.00	\$120.00	\$240.00
019-494-005	54600	\$120.00	\$120.00	\$240.00
019-494-006	54600	\$120.00	\$120.00	\$240.00
019-494-007	54600	\$120.00	\$120.00	\$240.00
019-494-008	54600	\$120.00	\$120.00	\$240.00
019-494-009	54600	\$120.00	\$120.00	\$240.00
019-494-010	54600	\$120.00	\$120.00	\$240.00
019-494-011	54600	\$120.00	\$120.00	\$240.00
019-501-001	54600	\$120.00	\$120.00	\$240.00
019-501-002	54600	\$120.00	\$120.00	\$240.00
019-501-003	54600	\$120.00	\$120.00	\$240.00
019-501-004	54600	\$120.00	\$120.00	\$240.00
019-501-005	54600	\$120.00	\$120.00	\$240.00
019-501-006	54600	\$120.00	\$120.00	\$240.00
019-501-007	54600	\$120.00	\$120.00	\$240.00
019-501-008	54600	\$120.00	\$120.00	\$240.00
019-501-009	54600	\$120.00	\$120.00	\$240.00
019-501-010	54600	\$120.00	\$120.00	\$240.00
019-502-001	54600	\$120.00	\$120.00	\$240.00
019-502-002	54600	\$120.00	\$120.00	\$240.00
019-503-001	54600	\$120.00	\$120.00	\$240.00
019-503-002	54600	\$120.00	\$120.00	\$240.00
019-504-001	54600	\$120.00	\$120.00	\$240.00
019-504-002	54600	\$120.00	\$120.00	\$240.00
019-504-003	54600	\$120.00	\$120.00	\$240.00
019-504-004	54600	\$120.00	\$120.00	\$240.00
019-504-005	54600	\$120.00	\$120.00	\$240.00
019-504-006	54600	\$120.00	\$120.00	\$240.00
019-504-007	54600	\$120.00	\$120.00	\$240.00
019-504-008	54600	\$120.00	\$120.00	\$240.00
019-504-009	54600	\$120.00	\$120.00	\$240.00
019-504-010	54600	\$120.00	\$120.00	\$240.00

<i>PARCEL NO.</i>	<i>TAX CODE</i>	<i>1ST INSTALL</i>	<i>2ND INSTALL</i>	<i>TOTAL</i>
019-504-011	54600	\$120.00	\$120.00	\$240.00
019-504-012	54600	\$120.00	\$120.00	\$240.00
019-504-013	54600	\$120.00	\$120.00	\$240.00
019-504-014	54600	\$120.00	\$120.00	\$240.00
019-504-015	54600	\$120.00	\$120.00	\$240.00
019-504-016	54600	\$120.00	\$120.00	\$240.00
019-504-017	54600	\$120.00	\$120.00	\$240.00
019-504-018	54600	\$120.00	\$120.00	\$240.00
019-504-019	54600	\$120.00	\$120.00	\$240.00
019-504-020	54600	\$120.00	\$120.00	\$240.00
019-504-021	54600	\$120.00	\$120.00	\$240.00
019-504-022	54600	\$120.00	\$120.00	\$240.00
019-504-023	54600	\$120.00	\$120.00	\$240.00
019-504-024	54600	\$120.00	\$120.00	\$240.00
019-504-025	54600	\$120.00	\$120.00	\$240.00
019-504-026	54600	\$120.00	\$120.00	\$240.00
019-570-022	54600	\$120.00	\$120.00	\$240.00
019-570-023	54600	\$120.00	\$120.00	\$240.00
019-570-024	54600	\$120.00	\$120.00	\$240.00
019-570-025	54600	\$120.00	\$120.00	\$240.00
019-570-026	54600	\$120.00	\$120.00	\$240.00
019-570-027	54600	\$120.00	\$120.00	\$240.00
019-570-028	54600	\$120.00	\$120.00	\$240.00
019-570-029	54600	\$120.00	\$120.00	\$240.00
019-570-030	54600	\$120.00	\$120.00	\$240.00
019-570-031	54600	\$120.00	\$120.00	\$240.00
019-590-006	54600	\$60.00	\$60.00	\$120.00
019-590-019	54600	\$120.00	\$120.00	\$240.00
019-590-020	54600	\$120.00	\$120.00	\$240.00
		\$66,180.00	\$66,180.00	\$132,360.00

**RESOLUTION NO. 2023-\_\_ (NBRID)**

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA  
BERRYESSA RESORT IMPROVEMENT DISTRICT, CONFIRMING THE  
REPORT OF THE DISTRICT ENGINEER AND APPROVING THE  
IMPOSITION OF WATER AND SEWER STANDBY (IMMEDIATE  
AVAILABILITY) CHARGES FOR FISCAL YEAR 2023-2024**

**WHEREAS**, prior to January 1, 1977, the Napa Berryessa Resort Improvement District ("District") imposed water and/or sewer standby charges pursuant to the County Service Area Law (Chapter 2.5 (commencing with section 25210) of Part 2 of Division 2 of Title 3 of the Government Code) as authorized by California Public Resources Code section 13031; and

**WHEREAS**, as a consequence the District is authorized by Public Resources Code section 13215 and 13216 to continue to collect standby charges at the same rate that existed prior to January 1, 1997 from the parcels to which water or sewers are made available for any purpose, whether the water or sewers are actually used or not, subject to the requirements of Government Code section 25215.6; and

**WHEREAS** the standby charges are proposed to remain unchanged, and therefore do not need prior voter approval under Proposition 218; and

**WHEREAS**, in 1997, the Governing Board of the District passed Ordinance No. 24 (NBRID) establishing a procedure for imposing and collecting standby charges in the same manner and at the same time as *ad valorem* real property taxes are collected within the District; and

**WHEREAS**, pursuant to Ordinance No. 24 (NBRID):

1. The District Engineer of the Napa Berryessa Resort Improvement District filed with the District Secretary his written report describing the parcels in the District for which water and sewer service is available and recommending that the standby charge for water for fiscal year 2023-2024 continue to be set at \$10.00 per parcel per month in the Napa Berryessa Resort Improvement District and that the standby charge for sewer for fiscal year 2023-2024 continue to be set at \$10.00 per parcel per month in the Napa Berryessa Resort Improvement District; and

2. The standby charges recommended by the District Engineer are based on the same rates and methodology used to impose standby charges in the District for fiscal year 1996-97, and therefore such charges are exempt from the requirements of Proposition 218 pursuant to Section 5(a) of Article XIII D of the California Constitution; and

3. On May 2, 2023 and on May 9, 2023, notice was given that a public hearing would be held on May 16, 2023, regarding the water and sewer standby charges proposed to be imposed during fiscal year 2023-2024; and

**WHEREAS**, on May 16, 2023, the Governing Board of the District conducted a public hearing at which time all persons were given an opportunity to address the Board regarding the proposed water and sewer standby charges to be imposed during the 2023-2024 fiscal year and to and express support or opposition to the proposed standby charges; and

**WHEREAS**, after hearing the testimony and reviewing the report of the District Engineer, the Governing Board of the District has concluded that the report and recommendation of the District Engineer should be approved and each charge recommended in the report should be confirmed without change:

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

1. The foregoing recitals are true and correct.
2. The recommendation made by the District Engineer regarding water and sewer standby charges in the Napa Berryessa Resort Improvement District is approved and each charge recommended by that report is confirmed without change, to wit: the standby charge for water for fiscal year 2023-2024 is set at \$10.00 per parcel per month, and the standby charge for sewer for fiscal year 2023-2024 is set at \$10.00 per parcel per month within the Napa Berryessa Resort Improvement District.
3. The District Secretary shall transmit a certified copy of this Resolution to the Auditor for the County of Napa for collection of the standby charges at the same time and in the same manner as the collection of *ad valorem* real property taxes are collected within the District by the County of Napa.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Governing Board of the Napa Berryessa Resort Improvement District at a regular meeting of the Board held on May 16, 2023, by the following vote:

AYES:	SUPERVISORS	_____
		_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

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

By: \_\_\_\_\_  
 BELIA RAMOS, Chair of the Governing Board of the Napa Berryessa Resort Improvement District

<p>APPROVED AS TO FORM Office of County Counsel / District Legal Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>April 24, 2023</u> PL Doc. No. 89689</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: Processed By:</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0745

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**TO:** Board of Directors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Michael Karath - Staff Services Analyst II  
**SUBJECT:** Silverado Community Services District (SCSD) - FY 2023-24 Special Tax and Budget Hearings

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### **RECOMMENDATION**

PUBLIC HEARING 9:00 AM - Special Tax and Budget Hearings

District Manager requests the following:

1. Open the Public Hearing to consider any objections or protests with respect to special taxes for the Silverado Community Services District;
2. Close the Public Hearing and take the following actions:
  - a. Accept the Annual Special Tax Report for Fiscal Year 2023-24;
  - b. Adopt a special tax of \$69.78 for a vacant lot; \$139.55 for a condominium and a single family residence - limited services; \$174.44 for a residence on Silver Trail; and \$279.10 for a single family residence receiving full services as provided for in Ordinance T-1 (SCSD); and
  - c. Approve the distribution of the large vacant parcel tax of \$33,824 among the seven parcels as follows: 060-010-001 \$12,614; 060-140-003 \$187.37; 060-450-008 \$445; 061-040-009 \$7,726; 061-040-010 \$5,910; 061-180-002 \$2,000; 061-180-003 \$4,939.

### **EXECUTIVE SUMMARY**

Today's Public Hearing will provide an opportunity for public comment on the proposed special tax for the Silverado Community Services District (SCSD), after which the Board may accept the Annual Special Tax Report and assess the special tax. The methodology by which the tax rates were established, and what services are provided for those funds, is included in the attached Annual Special Tax Report.

On January 27, 2023, the SCSD Advisory Committee voted unanimously to recommend accepting the maximum Fiscal Year 2023-24 special assessment, which is an increase of 5.3% for a total assessment of \$213,522.

## PROCEDURAL REQUIREMENTS

1. Open Public Hearing regarding Fiscal Year 2023-24 Annual Special Tax Report.
2. Staff reports.
3. Public comments.
4. Close Public Hearing.
5. Motion, second, discussion and vote to accept Fiscal Year 2023-2024 Annual Special Tax Report, and adopt the recommended rates.

## **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
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:	District will have funds to operate the Silverado CSD
Consequences if not approved:	District will not have funds to operate the Silverado CSD
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**

Today's recommended action is to consider any objections or protests with respect to special taxes for the Silverado Community Services District (SCSD). Ordinance T-1 (SCSD) approved by the District electorate on July 22, 1997, which established the methodology for assessing a special tax to fund the services provided by the District (street sweeping, street lighting, landscape and walking path maintenance, and administrative

costs).

On January 27, 2023, the SCSD Advisory Committee voted unanimously to recommend the maximum allowable assessment for Fiscal Year 2022-2023, which is \$213,522.



# NAPA COUNTY

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*Fiscal Year 2023/24 Annual Special Tax Report For:*

**Silverado Community Services District**

**April 2023**

**COUNTY OF NAPA**  
**SILVERADO COMMUNITY SERVICES DISTRICT**  
1195 Third Street, Suite 101  
Napa, CA 94559  
Phone - (707) 253-4551  
Fax - (707) 226-9065

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**COUNTY STAFF**

Tracy A. Schulze, Auditor-Controller

Michael Karath, Staff Services Analyst II

**NBS**

Sara Mares, Client Services Director

Stephanie Parson, Project Manager

Andrew Kraus, Administrator

# TABLE OF CONTENTS

---

<b>1. EXECUTIVE SUMMARY .....</b>	<b>1</b>
<b>2. DESCRIPTION OF SERVICES.....</b>	<b>2</b>
Description of Maintenance and Services.....	2
<b>3. BUDGET.....</b>	<b>3</b>
<b>4. METHODOLOGY FOR CALCULATION OF THE SPECIAL TAX .....</b>	<b>4</b>
Special Tax Inflation Factor .....	4
Definitions .....	5
Special Tax Rates .....	5
Special Tax Distribution to Vacant Land (Category A Parcels) .....	5
<b>5. ORDINANCE NO. T-1 .....</b>	<b>6</b>
<b>6. SPECIAL TAX ROLL.....</b>	<b>7</b>

# 1. EXECUTIVE SUMMARY

The Silverado Community Services District (the “District”) levies a special tax (the “Special Tax”) to pay for certain improvements maintained within the District. The County of Napa (the “County”), State of California, directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location, and extent of the improvements to be maintained, and an estimate of the costs to maintain the improvements for Fiscal Year 2023/24.

The following table shows the aggregate Maximum and Proposed Special Tax for each parcel category for Fiscal Year 2023/24. The Maximum Special Tax amounts represent a 5.30% increase over the prior year Maximum Special Tax amounts, as dictated by the change in the Consumer Price Index. The Proposed Special Tax amounts also represent an approximate 5.30% increase over the prior year Special Tax amounts.

Parcel Category & Land Use	Maximum Special Tax	Proposed Special Tax <sup>(1)</sup>
A: Large Vacant Land	\$33,824.46	\$33,824.40
B: Vacant Lot	4,326.19	4,326.36
C: Condominium	77,871.42	77,863.32
D: Single-Family Residence (Limited Service)	30,004.22	30,001.10
E: Silver Trail	6,105.51	6,105.40
F: Single-Family Residence	61,403.98	61,402.00
N: Non-Taxable	0.00	0.00
<b>Totals</b>	<b>\$213,535.78</b>	<b>\$213,522.58</b>

(1) Slight variance due to installment rounding necessary to place amounts on the County tax roll.

## 2. DESCRIPTION OF SERVICES

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The services funded by the Special Tax include the costs of roadway and landscape maintenance.

### Description of Maintenance and Services

The voters of the District enacted Ordinance T-1 (the “Ordinance”) at an election held on July 22, 1997. The Ordinance repealed a special tax previously enacted by the voters of the District on June 2, 1981. The Ordinance authorized the District to levy a Special Tax to be used *“exclusively to defray costs of street cleaning, street lighting, and landscape maintenance on and about public roadways within the District, as well as District administrative and related expenses.”* The Ordinance authorized the District Board of Directors (the “Board”) to levy a Special Tax for Fiscal Year 1997/98 and each fiscal year thereafter until the Ordinance is amended or repealed by the voters of the District.

The services originally authorized by the Special Tax are as follows:

- Street cleaning
- Street lighting
- Landscape maintenance

In 2009, the District petitioned the Napa County Local Area Formation Commission (“LAFCO”) to allow the District to *“maintain and improve sidewalks, walking paths, and any incidental works.”* This change was requested to improve the safety of users of the walking paths and sidewalks located within the District boundaries, specifically the paths located from the corner of Atlas Peak and Hillcrest, to the corner of Hillcrest and Westgate, to the corner of Westgate and Atlas Peak.

This “change of organization” was approved by LAFCO after receiving no written opposition from affected landowners or registered voters within the District. The change was approved on August 3, 2009 pursuant to LAFCO Resolution No. 09-07.

The services subsequently performed by the District are as follows:

- Maintain and improve sidewalks
- Maintain and improve walking paths

### 3. BUDGET

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The Total Special Tax Requirement for Fiscal Year 2023/24 is \$213,535.78. The following table details the projected District operation, maintenance, and servicing costs for Fiscal Year 2023/24:

**Silverado Community Services District  
Fiscal Year 2023/24 Proposed Budget**

Description	Proposed Budget
REVENUES AND SOURCES	
Special Taxes <sup>(1)</sup>	\$213,523
Misc. Revenues & Other Collections	<u>2,400</u>
Total Revenues and Sources	\$215,923
EXPENDITURES	
Administrative Services and Supplies	\$49,080
Maintenance Services and Supplies	156,875
Reserved Funds for Future Maintenance	<u>9,968</u>
Total Expenditures	\$215,923

(1) Includes installment rounding necessary to place amounts on the County tax roll.

## 4. METHODOLOGY FOR CALCULATION OF THE SPECIAL TAX

The Special Tax is levied annually on each taxable parcel within the District and collected in the same manner as ordinary ad valorem property taxes or in such manner as the District's Board or its designee determines. This may include direct billing of the affected property owners, as long as it is approved by resolution.

For each fiscal year, the Board determines the Total Special Tax Requirement based upon the required level of service to be provided to the District. In no event will the Total Special Tax Requirement be greater than the established Maximum Special Tax for that fiscal year. After determining the Total Special Tax Requirement for the District, the Board sets the Special Tax rate for each parcel category. Please refer to Section 5 of this report for a copy of Ordinance No. T-1, (SCSD) dated July 22, 1997 (the "Ordinance"), which gives a detailed explanation of the Methodology for Calculation of the Special Tax.

### Special Tax Inflation Factor

Beginning in Fiscal Year 1997/98, the Board established a Maximum Special Tax of \$100,000 for the District. Per the Ordinance, the Maximum Special Tax is increased by the percentage increase in the Consumer Price Index ("CPI") for the San Francisco Bay Area from January 1<sup>st</sup> two years prior to the fiscal year in question to the January 1 of the fiscal year immediately preceding the fiscal year in question. Beginning in 1998, the January CPI for the San Francisco Bay Area was no longer published. The indexes for San Francisco are published bi-monthly on even months only. As such, the next available published index is in February.

The following table shows the change in the Maximum Special Tax for each of the previous ten fiscal years.

February Ending	CPI	Percentage Change	Fiscal Year	Maximum Tax
2014	248.615	2.45%	2014/15	\$157,450.92
2015	254.910	2.53%	2015/16	161,437.62
2016	262.600	3.02%	2016/17	166,307.79
2017	271.626	3.44%	2017/18	172,024.06
2018	281.308	3.56%	2018/19	178,155.79
2019	291.227	3.53%	2019/20	184,437.61
2020	299.690	2.91%	2020/21	189,797.34
2021	304.387	1.57%	2021/22	192,772.00
2022	320.195	5.19%	2022/23	202,783.40
2023	337.173	5.30%	2023/24	213,535.78

## Definitions

The following table provides a definition of each parcel category within the District.

Parcel Category	Definition
A	Large vacant parcels
B	Unimproved single-family residential parcels
C	Residential condominium parcels
D	Improved single-family residential parcels with limited service
E	Improved single-family residential parcels, located on Silver Trail
F	Improved single-family residential parcels, located on private streets
N	Non-taxable parcels

## Maximum Special Tax Rates

The following table shows the maximum Special Tax Rate for each parcel category.

Parcel Category	Fiscal Year 2022/23 Maximum Special Tax Rate	Fiscal Year 2023/24 Maximum Special Tax Rate	Change in Maximum Special Tax Rate	Levied Per
A <sup>(1)</sup>	\$42.98	\$45.26	\$2.28	Acre
B	66.47	69.78	3.31	Parcel
C	132.94	139.55	6.61	Parcel
D	132.94	139.55	6.61	Parcel
E	166.17	174.44	8.27	Parcel
F	265.88	279.10	13.22	Parcel

- (1) Ordinance No. T-1, section 3(d) indicates that Category A Tax will be decreased in the same proportion that the Divisor for the year has increased from the Divisor for the previous fiscal year until the percentage is decreased to 15%, at which point it will remain. In Fiscal Years 2022/23 and 2023/24, the Category A Tax is representative of 15.84% of the Total Tax Requirement.

## Special Tax Distribution to Vacant Land (Category A Parcels)

The following table provides the preliminary Special Tax distribution to parcels in Category A.

APN	Acreage	Percent of Total	Fiscal Year 2023/24 Special Tax <sup>(1)</sup>
060-010-001	278.73	37.29%	\$12,614.59
060-140-003	4.14	0.55%	187.37
060-450-008	9.84	1.32%	445.33
061-040-009	170.72	22.84%	7,726.34
061-040-010	130.60	17.47%	5,910.61
061-180-002	44.21	5.92%	2,000.83
061-180-003	109.14	14.60%	4,939.39
<b>Totals:</b>	<b>747.38</b>	<b>100.00%</b>	<b>\$33,824.46</b>

- (1) May vary slightly due to rounding.



## 5. ORDINANCE NO. T-1

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The following document is a copy of Ordinance No. T-1.

ORDINANCE NO. T-1 (SCSD)

AN ORDINANCE OF THE SILVERADO COMMUNITY SERVICES DISTRICT  
REPEALING THAT CERTAIN SPECIAL TAX ORDINANCE ENACTED BY  
THE ELECTORATE OF THE DISTRICT ON JUNE 2, 1981, AND  
ESTABLISHING NEW SPECIAL TAX RATES AND MAXIMUM SPECIAL TAX  
CHARGES WITHIN THE DISTRICT FOR THE SUPPLYING OF CERTAIN  
AUTHORIZED SERVICES TO DISTRICT REAL PROPERTY

The people of the Silverado Community Services District (the "District") do ordain as follows:

SECTION 1. Purposes and Levy of Special Tax. Beginning with the 1997-1998 fiscal year and continuing on an annual basis thereafter, a special tax shall be levied upon real property situated within the District at the rates and in the manner set forth herein. The revenues from such special tax shall be used exclusively to defray the cost of street cleaning, street lighting and landscape maintenance on and about public roadways within the District, as well as District administrative and related expenses.

SECTION 2. Definitions.

(a) Category A parcels shall mean all unimproved and improved parcels located in the District other than Category B parcels, Category C parcels, Category D parcels, Category E parcels and Category F parcels, except that this category shall not include small open space and common area parcels associated with residential subdivisions in the District which shall be deemed assessed through assessment of the residential parcels to which they relate.

(b) Category B parcels shall mean all unimproved single family residential parcels located in the District.

(c) Category C parcels shall mean all improved residential condominium parcels located in the District.

(d) Category D parcels shall mean all improved single family residential parcels in the District located on private streets.

(e) Category E parcels shall mean all improved single family residential parcels in the District located on Silver Trail.

(f) Category F parcels shall mean all improved single family residential parcels located in the District other than Category D parcels and Category E parcels.

(g) Category A Tax for any fiscal year shall mean that portion of the Total Tax Requirement for that year which is levied on Category A parcels as set forth in Section 3(d), below.

(h) The Divisor for any fiscal year shall be that number by which the Residual Tax Requirement is divided to determine a Tax Allotment as set forth in Section 3(e), below.

(i) Maximum Tax shall mean One Hundred Thousand Dollars (\$100,000.00) for the 1997-1998 fiscal year. In each subsequent fiscal year, the Maximum Tax shall be increased by the percentage increase in the Consumer Price Index for the San Francisco Bay Area -- All Urban Consumers (the "CPI") from the January 1 two years prior to the fiscal year in question to the January 1 of the fiscal year immediately preceding the fiscal year in question. No adjustment shall be made in the Maximum Tax for decreases in the CPI. Should the CPI no longer be calculated, the governing body of the District shall choose a comparable alternate index for purposes of making the calculations described herein.

(j) Tax Allotment for any fiscal year shall mean that number calculated in accordance with the formula set forth in Section 3(e), below.

(k) Total Tax Requirement for any fiscal year shall mean the special tax amount for the District as determined by the Board of Directors in accordance with Sections 3(a) & (b), below.

(l) Residual Tax Requirement for any fiscal year shall mean the Total Tax Requirement minus the Category A Tax for that fiscal year.

### SECTION 3. Methodology for Calculation of Special Tax.

(a) For each fiscal year, the Board of Directors will calculate the Total Tax Requirement for the District based upon the Board's determination of the appropriate level of service to be provided to the District in relation to those services identified in Section 1, above; provided, however, that in no event shall the Total Tax Requirement fixed by the Board be greater than the Maximum Tax for that

fiscal year. After setting the Total Tax Requirement for a particular fiscal year, the Board shall determine the special tax rate for each category of parcel in the District, using the methodology set forth herein.

(b) The District's Board of Directors shall make the determinations set forth in subsection (a) of this Section 3 at a public hearing called for that purpose. Notice of the public hearing shall be published over a 10-day period in a Napa County newspaper of general circulation regularly published once a week or oftener. Two publications, with at least five days intervening between the dates of first and last publication not counting such publication dates, are sufficient. The period of notice shall commence upon the first day of publication and shall terminate at the end of the tenth day, including therein the first day, and must be completed at least seven days before the public hearing date. No further notice shall be required beyond that described in this subsection (b).

(c) Prior to July 1 of each calendar year during which this ordinance is in effect, starting in 1998, the Advisory Committee for the District may, if it so desires, submit a written recommendation to the Board with respect to the special tax to be imposed in the next fiscal year. Should such a recommendation be submitted in any year, it shall be considered by the Board before it makes the determinations set forth in subsection (a) of this Section 3.

(d) For the 1997-1998 fiscal year, the Category A Tax shall be 16.68% of the Total Tax Requirement. For each succeeding fiscal year, this percentage shall be decreased in the same proportion that the Divisor for that year has increased from the Divisor for the previous fiscal year until the percentage is decreased to 15%, at which time no further adjustments shall be made and the percentage shall remain at 15% for each fiscal year thereafter.

(e) For purposes of this special tax, a "Tax Allotment" shall be equal to:

The Residual Tax Requirement

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(# of Category B parcels) + 2(# of Category C & D parcels) +  
2.5(# of Category E parcels) + 4(# of Category F parcels) (the "Divisor")

SECTION 4. **Special Tax Rates.** Based on the above methodology, the special tax rates for each parcel in the District shall be set as follows:

- |                           |   |
|---------------------------|---|
| (a) Category A Tax:       | Allocated among Category A parcels on the basis of each parcel's acreage as a factor of the total acreage of all Category A parcels |
| (b) Category B Tax:       | 1 Tax Allotment per parcel  |
| (c) Category C & D Taxes: | 2 Tax Allotments per parcel   |
| (d) Category E Tax:       | 2.5 Tax Allotments per parcel   |
| (e) Category F Tax:       | 4 Tax Allotments per parcel   |

SECTION 5. **Collection of Special Tax.**

(a) Unless the District's Board of Directors, by resolution, adopts an alternate procedure pursuant to subsection (b) of this Section 5, the annual special taxes levied pursuant to this ordinance shall be collected at the same time, and in the same manner, as ad valorem real property taxes are collected within the District by the County of Napa. Under these circumstances, the payment deadlines, late payment charges and other payment procedures generally applicable to property tax payments in Napa County shall likewise be applicable to the special taxes imposed hereunder.

(b) Upon resolution of the District's Board of Directors, the special tax imposed hereunder may be collected by separate billing on an annual or other basis as the Board of Directors determines to be in the best interest of the District. In this event, the District's Board of Directors may establish by resolution reasonable rules and procedures relative to such collections, including the establishment of payment deadlines, late payment charges, interest, and collection enforcement alternatives.

SECTION 6. **Amendment of Special Tax.** The special tax imposed by this ordinance is intended to constitute a "special tax" under the terms of Article XIII A, Section 4, and Article XIII C, Section 1, of the California Constitution as well as Section 53722 of the Government Code, and shall not

be subject to amendment without the approval of two-thirds of the registered voters of the District voting on such amendment.

**SECTION 7. Implementing Procedures.** The District's Board of Directors is authorized to implement such procedures as may be appropriate to accomplish the purposes of this ordinance, but such procedures shall not expand upon the list of authorized services or alter the Maximum Tax or the methodology for calculating the special tax rates, all as specified herein, without the prior approval of the District electorate as set forth in Section 6, above.

**SECTION 8. Effective Date.** If this ordinance is approved by two-thirds of the registered voters of the District voting on the matter at a special election held prior to August 1, 1997, it shall take effect immediately, and the special tax authorized hereunder may be assessed and imposed by the District Board for the 1997-1998 fiscal year and for each fiscal year thereafter until this ordinance is amended or repealed by the qualified electorate of the District.

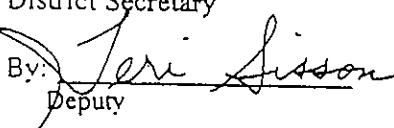
**SECTION 9. Repeal of Previous Special Tax.** If this ordinance is approved by the District electorate as set forth in Section 8, above, then, and only then, that certain special tax ordinance enacted by the electorate of the District on June 2, 1981, is hereby repealed effective as of June 30, 1997.

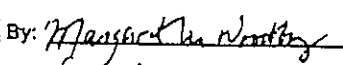
The foregoing ordinance was enacted by the qualified electorate of the Silverado Community Services District at an election held on the 22<sup>nd</sup> day of July, 1997.

  
Mike Rippey, PRESIDENT  
Board of Directors

ATTEST:

MARY JEAN McLAUGHLIN  
District Secretary

By:   
Deputy

APPROVED AS TO FORM
Office of County Counsel
By: 
Date: <u>01/11/97</u>

## 6. SPECIAL TAX ROLL

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Assessor's parcel identification, for each lot or parcel within the District, shall be based on the County Assessor's secured roll data for the applicable year in which this report is prepared and is incorporated herein by reference.

A listing of assessor's parcels levied within the District for Fiscal Year 2023/24, along with Special Tax amounts, is on file in the office of the County Clerk and incorporated herein by reference. Based on County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the County Auditor/Controller. The annual Special Tax amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the methodology for calculation of the Special Tax and Special Tax rates approved in this report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the Special Tax amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved methodology for calculation of the Special Tax and Special Tax rate rather than a proportionate share of the original Special Tax amount.

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-010-001-000	A	\$12,614.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.01)	\$12,614.58
060-020-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-030-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-020-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-021-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-022-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-023-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-030-024-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding



**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-040-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-020-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-021-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-022-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-023-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-024-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-040-026-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-020-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-021-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-022-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-023-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-050-024-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-060-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-060-003-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
060-070-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-070-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-070-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-080-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-090-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-110-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-110-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-120-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
060-130-002-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
060-130-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-007-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
060-130-008-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
060-130-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-130-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-140-001-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
060-140-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
060-140-003-000	A	187.37	0.00	0.00	0.00	0.00	0.00	(0.01)	187.36
060-160-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-160-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-020-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-021-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-022-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-023-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-024-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-025-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-026-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-027-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-028-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-029-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-030-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-031-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-032-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-033-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-034-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-035-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-036-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-037-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-038-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-039-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-040-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-041-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-042-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-043-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-044-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-045-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-160-046-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-047-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-048-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-049-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-050-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-051-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-052-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-053-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-054-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-055-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-160-056-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-020-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-021-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-022-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-023-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-024-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-025-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-026-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-027-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-028-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-029-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-030-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-170-031-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-032-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-033-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-034-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-035-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-036-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-037-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-038-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-039-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-040-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-041-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-042-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-043-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-170-044-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-190-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-200-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-200-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-210-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-220-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-230-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-230-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-250-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding



**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-260-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-260-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-280-019-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-290-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-300-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-300-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-310-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-320-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-331-001-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-331-002-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-331-003-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-001-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-002-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-003-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-004-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-005-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-006-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-007-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-332-008-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-333-001-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-333-002-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-341-001-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-002-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-003-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-004-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-005-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-006-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-007-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-008-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-009-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-010-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-011-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-012-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-013-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-341-014-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-001-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-002-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-003-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-004-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-005-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-006-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-007-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-342-008-000	E	0.00	0.00	0.00	0.00	174.44	0.00	0.00	174.44
060-350-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-019-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-350-020-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-021-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-022-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-023-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-024-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-350-025-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-361-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-362-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-371-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-371-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-371-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-371-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-371-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-371-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-372-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-372-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-372-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-372-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-373-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-380-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-390-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-390-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-017-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-400-018-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-013-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-014-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-015-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-420-016-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-431-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-431-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-010-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-011-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-432-012-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-450-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-450-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-450-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
060-450-008-000	A	445.33	0.00	0.00	0.00	0.00	0.00	(0.01)	445.32
060-461-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-461-009-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-462-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-471-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-471-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-471-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-471-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-473-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-473-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-473-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-473-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-474-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-474-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-474-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-481-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
060-481-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-001-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-002-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-003-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-004-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-005-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-006-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-007-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
060-482-008-000	C	0.00	0.00	139.55	0.00	0.00	0.00	(0.01)	139.54
061-011-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-011-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-011-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-011-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-012-002-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-012-003-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-012-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-012-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-012-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-012-009-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-021-002-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-003-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-021-005-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-006-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-007-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-021-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-021-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-021-010-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-022-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-022-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-023-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-023-002-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-006-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding



**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-030-009-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-010-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-011-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-014-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-015-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-016-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-017-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-018-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-026-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-027-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-030-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-031-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-032-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-034-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-035-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-030-036-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-030-037-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-040-008-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-040-009-000	A	7,726.34	0.00	0.00	0.00	0.00	0.00	0.00	7,726.34
061-040-010-000	A	5,910.61	0.00	0.00	0.00	0.00	0.00	(0.01)	5,910.60
061-051-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-014-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-015-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-019-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-051-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-051-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-052-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-052-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-052-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-052-010-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-052-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-053-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-053-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-061-029-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-030-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-031-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-032-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-061-033-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-061-034-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-035-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-036-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-061-037-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-061-038-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-039-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-040-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-041-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-042-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-043-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-061-044-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-062-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-062-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-062-014-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-062-015-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-063-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-063-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-064-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-071-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-071-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-071-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-071-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-071-010-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-072-022-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-072-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-025-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-026-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-027-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-030-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-031-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-032-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-033-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-034-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-035-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-036-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-072-037-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-072-038-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-072-040-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-081-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-081-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-081-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-081-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-081-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-081-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-082-001-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-082-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-082-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-101-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-101-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-101-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-101-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-101-007-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-101-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-101-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-102-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-102-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-012-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-103-013-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-103-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-019-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-103-020-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-021-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-103-022-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-103-023-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-103-024-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-110-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-008-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-110-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-018-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-110-019-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-020-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-021-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-024-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-025-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-026-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-029-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-030-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-031-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-032-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-033-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-034-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-035-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-036-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-110-037-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-121-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-121-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-121-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-121-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-122-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-014-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-122-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-019-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-020-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-021-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-022-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-023-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-024-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-027-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-028-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-029-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-030-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-122-031-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-016-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-123-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-123-019-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-131-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-131-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-132-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-133-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-133-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-001-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-003-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-004-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-005-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-008-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-010-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-011-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-134-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-151-001-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-151-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-010-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-014-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-015-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-016-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-017-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-018-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-025-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-151-026-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-001-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-016-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-017-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-018-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-152-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-161-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-014-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-015-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-017-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-018-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-025-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-026-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-027-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-028-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-029-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-030-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-031-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-032-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-034-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-035-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-036-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-037-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-038-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-040-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-161-041-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-016-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-018-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54

Slight variances may occur due to rounding



**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-162-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-025-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-026-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-027-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-028-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-162-029-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-180-002-000	A	2,000.83	0.00	0.00	0.00	0.00	0.00	(0.01)	2,000.82
061-180-003-000	A	4,939.39	0.00	0.00	0.00	0.00	0.00	(0.01)	4,939.38
061-190-001-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-005-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-006-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-007-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-008-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-009-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-010-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-011-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-012-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-013-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-014-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-015-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-016-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-190-017-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-019-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-190-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-190-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-200-002-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-200-003-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-200-004-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-001-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-002-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-003-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-004-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-005-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-006-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-007-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10

Slight variances may occur due to rounding

**Napa County**  
**Silverado Community Services District**  
**Preliminary Special Tax Roll for Fiscal Year 2023/24**

APN	Property Type	Type A Levy	Type B Levy	Type C Levy	Type D Levy	Type E Levy	Type F Levy	Other	Total
061-210-008-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-009-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-011-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-012-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-013-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-014-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-015-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-016-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-017-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-018-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
061-210-019-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-020-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-021-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-022-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-023-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-024-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-028-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-029-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-030-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-031-000	B	0.00	69.78	0.00	0.00	0.00	0.00	0.00	69.78
061-210-032-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-033-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-034-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-036-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-037-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-038-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-039-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-040-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-041-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-042-000	D	0.00	0.00	0.00	139.55	0.00	0.00	(0.01)	139.54
061-210-043-000	F	0.00	0.00	0.00	0.00	0.00	279.10	0.00	279.10
<b>1,097 Accounts</b>		<b>\$33,824.46</b>	<b>\$4,326.36</b>	<b>\$77,868.90</b>	<b>\$30,003.25</b>	<b>\$6,105.40</b>	<b>\$61,402.00</b>	<b>(\$7.79)</b>	<b>\$213,522.58</b>
<b>1,097 Total Accounts</b>		<b>\$33,824.46</b>	<b>\$4,326.36</b>	<b>\$77,868.90</b>	<b>\$30,003.25</b>	<b>\$6,105.40</b>	<b>\$61,402.00</b>	<b>(\$7.79)</b>	<b>\$213,522.58</b>

Slight variances may occur due to rounding



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0852

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**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Daniel Sanchez, Senior Management Analyst  
**SUBJECT:** Presentation from Napa Communities Firewise Foundation

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### **RECOMMENDATION**

SET MATTER 9:00 AM - Napa Communities Firewise Foundation

Napa Communities Firewise Foundation Chair Christopher Thompson will present to the Board of Supervisors on implementing the Napa County Community Wildfire Protection Plan and other fire risk reduction efforts.

### **EXECUTIVE SUMMARY**

Napa Communities Firewise Foundation (NCFF) is a county-wide nonprofit organization founded in 2007. NCFF has been a partner with Napa County to reduce the risk and impacts of wildfires through hazardous fuel reduction and community education in Napa County.

### **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**

Napa Communities Firewise Foundation is a partner to Napa County in implementing the Community Wildfire Protection Plan (CWPP) which helps to plan and priorities projects to limit damage from wildland fire. The plan identified areas of high hazard where the topography, fuel and weather can create the potential for extreme fire behavior, focuses on structure ignitability, protects at-risk communities and essential infrastructure, among other priorities. The presentation will focus on efforts to implement the CWPP, grants which NCFF has received and its plans for fire resiliency over the next ten years and beyond. NCFF Chair Christopher Thompson will present on the CWPP.

# CREATING A WILDFIRE RESILIENT FUTURE



SHARING THE RESPONSIBILITY

Community + Cities + County

[www.napafirewise.org](http://www.napafirewise.org)

# MAJOR MILESTONES AND PROGRESS

- 2017- NCFF launches Countywide Community Wildfire Protection Plan (CWPP) initiative
- 2020 – Countywide CWPP is completed - Board of Supervisors adopts the CWPP with a commitment to fund initial 5-year priority roadside fuel reduction plan
- 2021 – Napa Firewise Defines the complete project portfolio of fuel reduction, Defensible Space assistance, outreach and education.
- Napa Firewise Launches Napa County Wildfire Resilience Action Program to deliver the complete Countywide CWPP over 10/+ years
- Highlights of NCFF and Napa County accomplishments to date:
  - Projects completed - 58
  - Homes Evaluated and or with improved Defensible Space – Approx 500
  - Miles of roads completed – 75 and 120 additional miles funded
  - Acres of fuel reduction – 796 and 2566 additional funded
  - FSC Community organizations active 21 including 5 with NFPA Firewise and 9 planned
- Napa Firewise has been a funding “force multiplier”

# Efficient Execution

Hazardous Fuels Reduction  
Defensible Space  
Ignition Resistant Construction

## Total Portfolio

- Identified Priorities 384+/-
- Ranked Based on Fire Science and Values at Risk
- Aligned to Likely Funding Sources

## Projects Completed '21/22

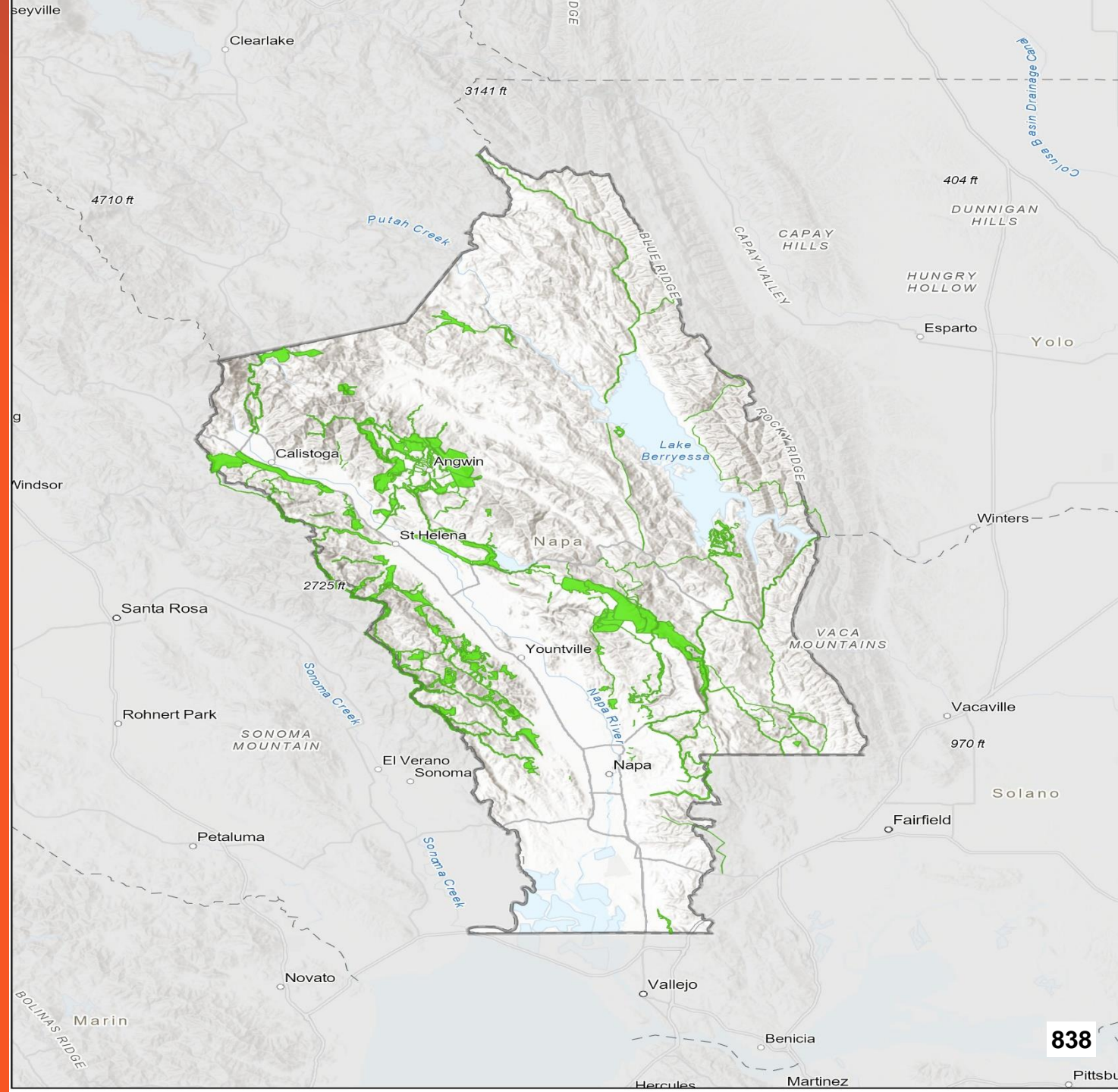
- Priority Access Roads for Evacuation and Response
- Key Ridge Lines and Community perimeters for Containment
- Defensible Space Direct and Cost Share

## Funded Projects Currently Underway

- Dozer Trails
- Large Landscape Level Projects
- Forest Health
- Ridgeline Containment
- Private Access Roads
- Defensible Space Cost Share
- 1000 Reflective Address Signs

# NCFF CWPP ALL PROJECTS

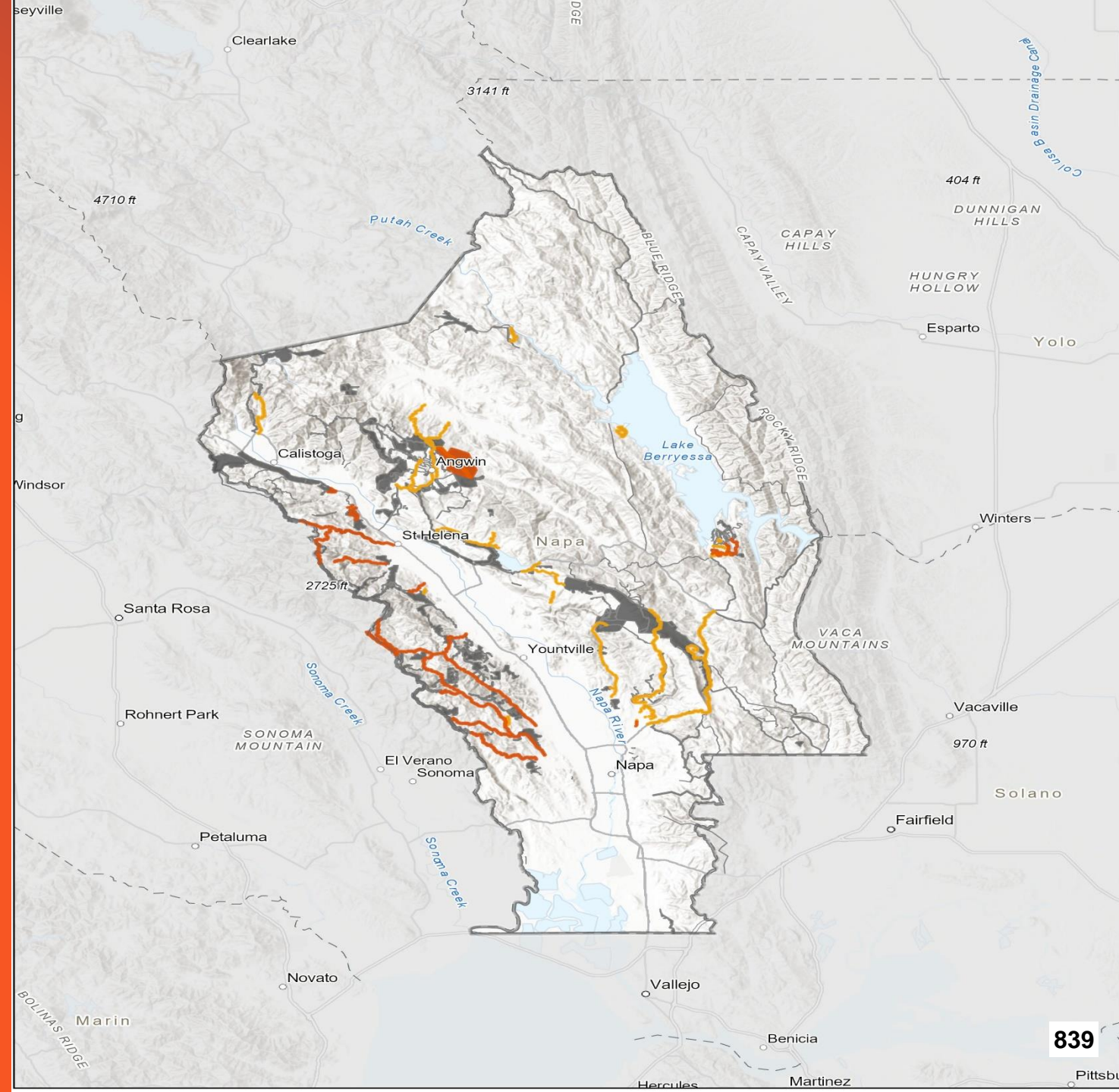
- 384+/- Projects
- All Priorities
- 10-year/+ Implementation
- Large Landscape
- Evacuation Routes
- Critical Infrastructure
- Community Perimeter Fire Breaks
- Shift to Maintenance
- Total Cost and Responsibility TBD





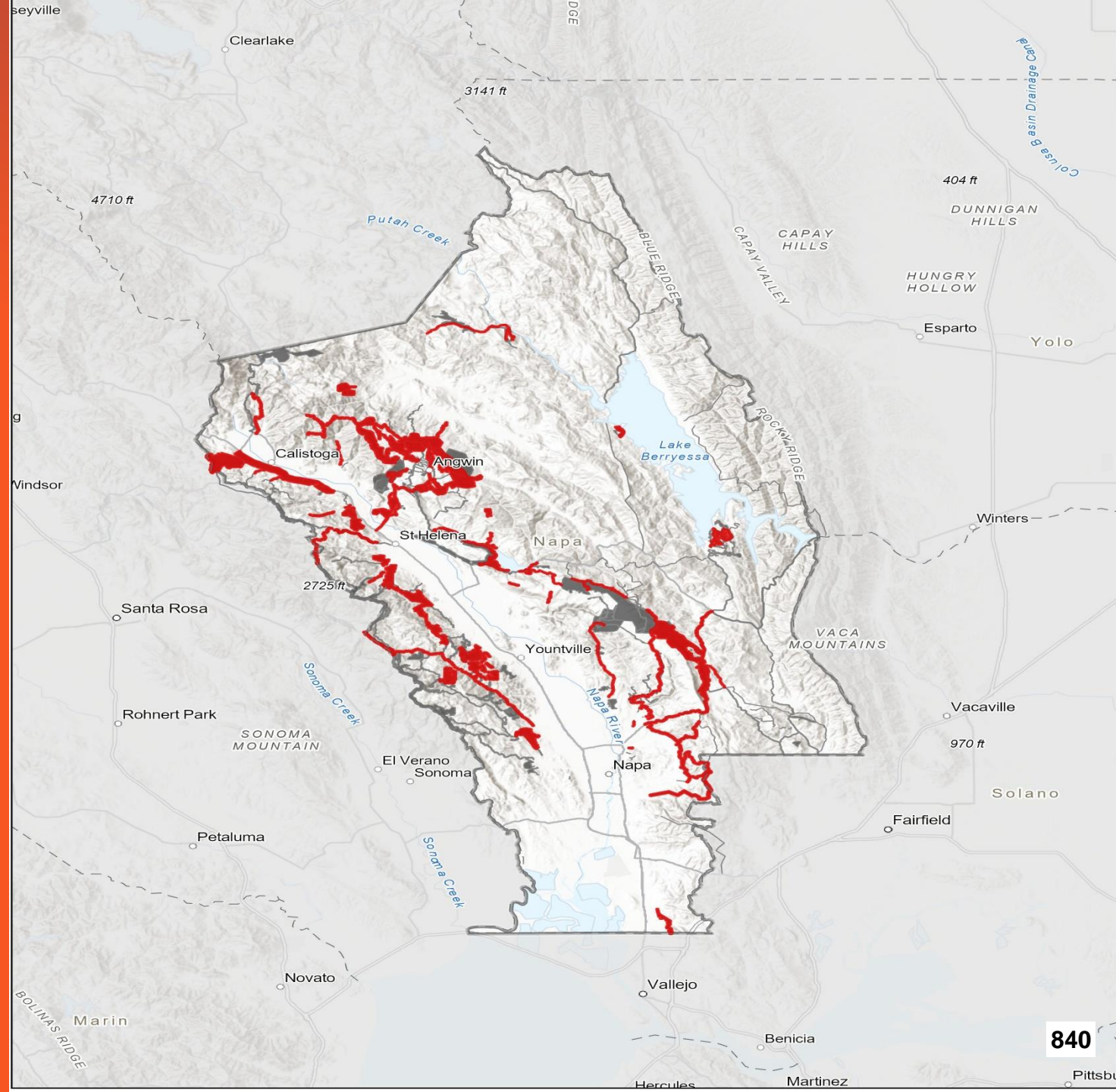
# NCFF CWPP 2021-23 (PRESENT) PROJECTS

- Successfully Implemented 58 Projects
- Critical access and egress routes and community fuel breaks
- 796 Acres of fuel reduction
- 75 Miles of Fuel Treatments

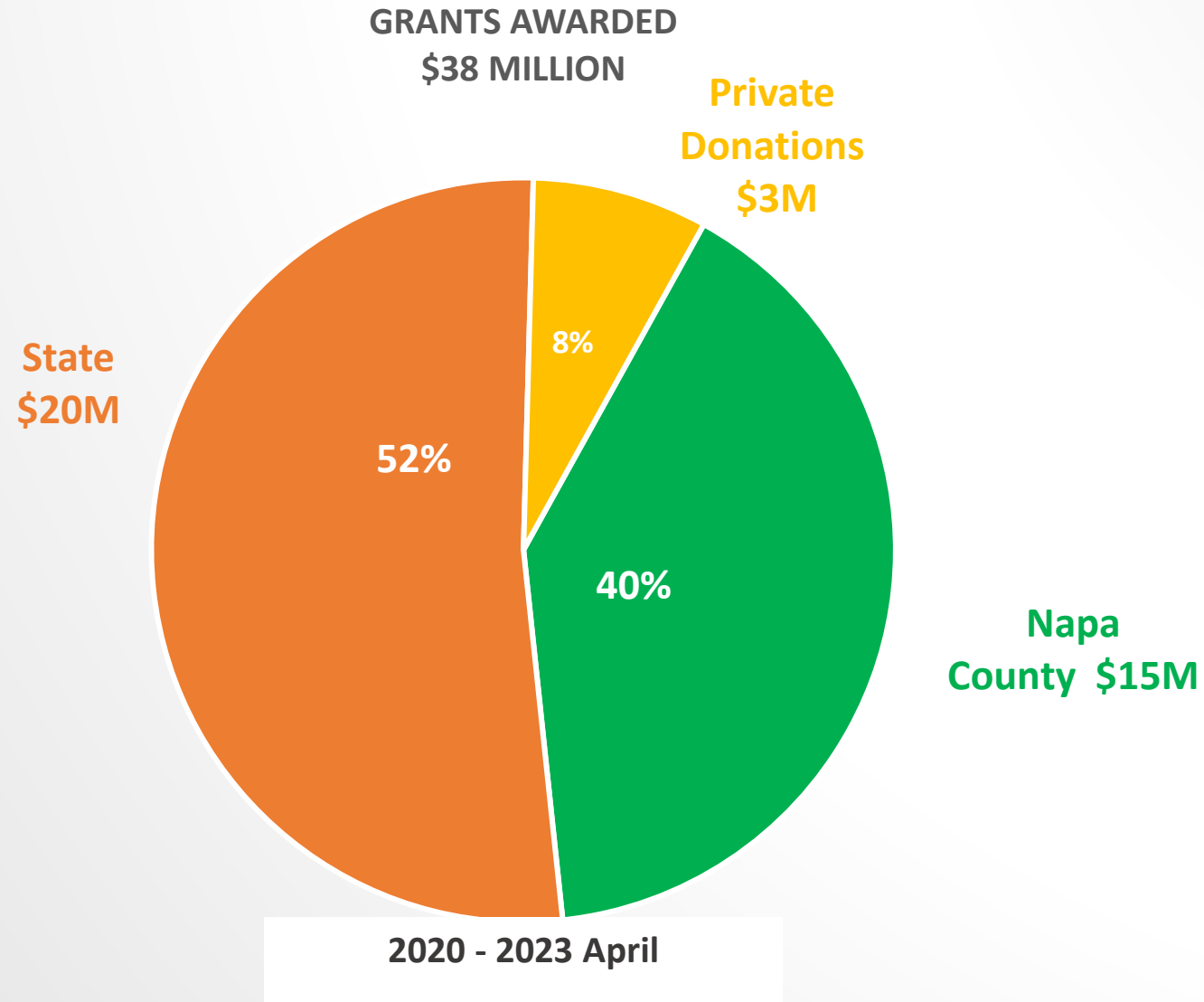


# NCFF CWPP 2023-25 AWARDED AND PENDING PROJECTS

- Critical water infrastructure
- Major access and egress corridors in every district
- Critical Ridgetop fire breaks in every district
- 175/+ Miles of Roads and Dozer Trails
- Two Forest Health Resiliency Projects at 800/+Acres each protecting Angwin/PUC and the Vets Home/Enchanted Hills



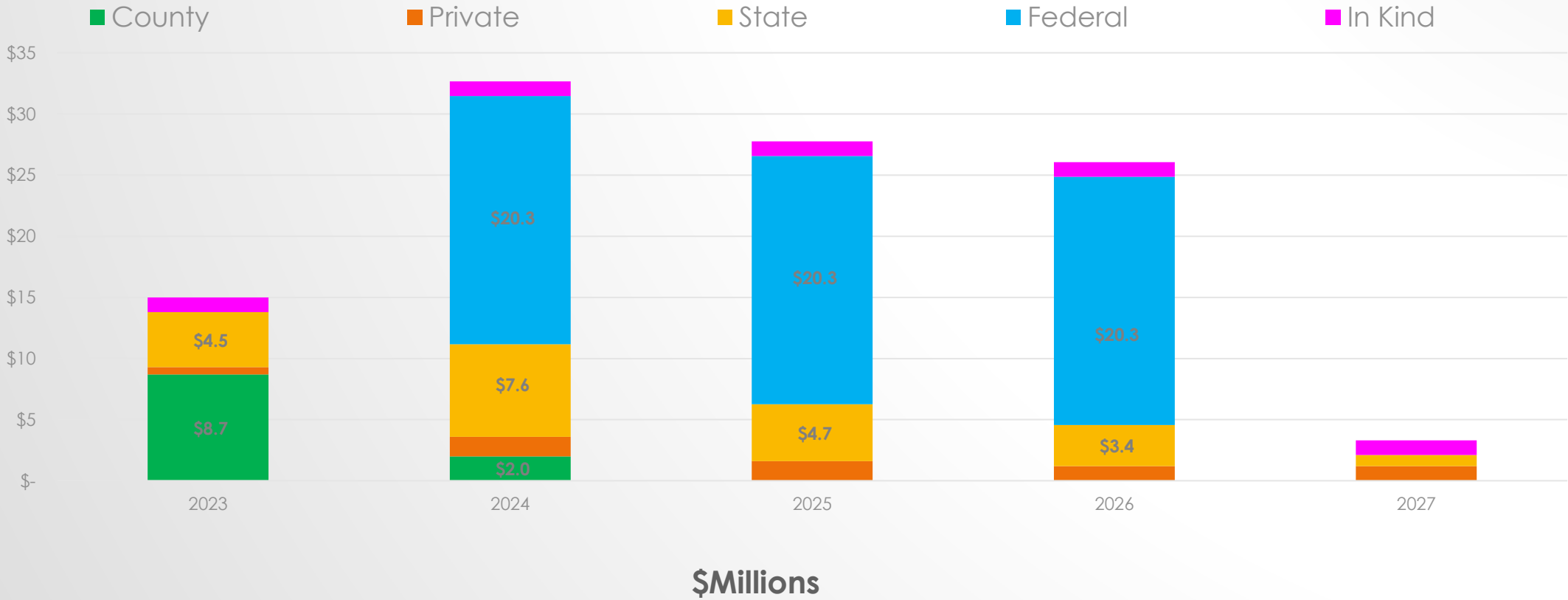
# FUNDS AWARDED BY SOURCE






# FUNDING HORIZON

GRANTS TO DEPLOY  
\$112 AWARDED & PENDING



A photograph of a vineyard at sunset. The rows of grapevines are in the foreground, leading towards a line of trees in the distance. The sky is filled with colorful clouds in shades of orange, yellow, and blue.

# **IMPLEMENTATION NAPA COUNTY WILDFIRE RESILIENCE ACTION PROGRAM (NCWRAP)**

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# BIG CHALLENGES REQUIRE BIG TABLES AND BIG THINKING

## Approach

- Large, complex and expensive challenge that will require diverse coalitions with close partnership and coordination.
- Funding will involve individual residents, community action, industry (vintner/hospitality), grant sources and county funds
- Rigorous measurement of progress and effectiveness

## Benefits and outcomes

- Continued reinvigoration of tourism and hospitality industry
- Continued growth and resilience of wine industry
- Continued improvement of the insurance and carrier coverage markets
- More resilient and fire adapted Napa County

# NAPA FIREWISE STRATEGIC RESILIENCE SERVICES PLATFORM

Building a Strong Partnerships with Napa County, Napa County Fire, CAL FIRE, PG&E and Fire Safe Councils

## **Pillar 1** **Adaptation Outreach and Education**

- Landowner and Resident Engagement
- Landowner Release and Permission
- Community Evaluations
- Fire Risk Assessments
- Community Wildfire Protection Plans
- 21 Fire Safe Councils
- NFPA Firewise Certification

## **Pillar 2** **Defensible Space and Ignition Resistant Construction**

- Landowner and Resident Engagement
- Home Evaluations and Assessments
- Prescription Roadmaps
- Cost Share for Defensible Space
- Cost Share for Home Hardening
- Reflective Address Signs

## **Pillar 3** **Hazardous Fuels Reduction Project Portfolio**

- Project Identification
- Project Prioritization
- Landowner and Resident Engagement
- Environmental Compliance
- Vendor Selection
- Project Implementation
- Project Maintenance

# NEW PROJECTS FUNDED NC '23 BUDGET REQUEST

VEGETATION MANAGEMENT PROJECTS			\$ 7,430,000	
	NEW PROJECTS			\$ 3,925,000
		American Canyon Eastern Fuel Break		\$ 200,000
		Friesen Drive to Lookout Point Roadside		\$ 100,000
		College Avenue Roadside Expanded		\$ 100,000
		White Cottage Roadside		\$ 200,000
		Petrified Forest Roadside Expanded		\$ 300,000
		Glass Mountain Roadside Expanded		\$ 60,000
		Kortum Canyon Road Expanded		\$ 200,000
		Diamond Mt Roadside Upper Expanded Pachateau & South Fork Diamond		\$ 300,000
		Hospital Defensible Space and Evacuation		\$ 300,000
		Hospital WUI		\$ 500,000
		Hospital Water Supply Protection Roadside Expanded Fuel Break		\$ 200,000
		Crystal Springs Roadside		\$ 140,000
		Lake Hennessey Water Treatment Plant Protection		\$ 400,000
		Partrick Roadside Expanded		\$ 275,000
		Atlas Peak to Circle Oaks		\$ 350,000
		Steele Canyon Roadside Expanded		\$ 300,000



# MAINTENANCE PROJECTS NC '23 BUDGET REQUEST

	MAINTENANCE PROJECTS		\$ 3,505,000
	Ink Grade Roadside Expanded		\$ 500,000
	Rancho LaJota and Linda Falls - Mastication		\$ 50,000
	Napa Open Space Berryessa Estates Maintenance		\$ 300,000
	Berryessa Highlands Fuel Breaks Maintenance		\$ 300,000
	Berryessa Pines Subdivision Fuel Break Maintenance		\$ 150,000
	Circle Oaks Perimeter Fuel Break		\$ 350,000
	Continuum to Land Trust to Atlas Peak Dozer 2023		\$ 25,000
	Continuum to Oakville Ranch Dozer 2023		\$ 30,000
	HWY 121 Monticello Roadside Expanded (Vichy to Circle Oaks)		\$ 700,000
	Soda Canyon Roadside Expanded		\$ 400,000
	Spring Mt. Road Expanded		\$ 300,000
	Langtry Road		\$ 100,000
	Bale Mill Entrance Roadside - Bothe State Park		\$ 50,000
	Bothe Tucker Acres		\$ 100,000
	Silverado Community Fuel Break Maintenance		\$ 150,000

# NAPA FIREWISE AND NAPA COUNTY ENGAGED AND DEFINED RELATIONSHIP

## Napa Firewise

- Community Engagement to maintain vigilance and access
- Emphasis on deliberate and transparent action
- Commitment to continued multi-source funding
- True partnership and understanding that Napa County faces many competing priorities related to the costs of climate resilience

## Napa County Fire Administrator

- Welcome sustained County engagement and relationship with Firewise
- Aligned expectations about size of the challenge and the approach to solve it
- Continued partnership in the pursuit of Federal Funds from FEMA and Congressionally Directed Spending



THANK YOU

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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0816

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**TO:** Board of Supervisors  
**FROM:** Brian Bordona - Interim Director of Planning, Building & Environmental Services  
**REPORT BY:** Brian Bordona - Interim Director of Planning, Building & Environmental Services  
**SUBJECT:** Introduction of Ordinance Amending the Napa County Municipal Code

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### **RECOMMENDATION**

PUBLIC HEARING 9:00 AM - Municipal Code Amendments

Interim Director of Planning, Building & Environmental Services requests introduction and adoption of an Ordinance to amend the Napa County Municipal Code as follows:

1. Repeal Section 5.36.090 (Appeal Procedure for a License Issued or Denied by the Zoning Administrator After a Public Hearing) of Chapter 5.36 (Temporary Events) of Title 5 (Business Taxes, Licenses and Regulations);
2. Amend Section 18.10.020 (Duties-Specific Subjects) of Chapter 18.10 (Zoning Administrator) of Title 18 (Zoning); and
3. Amend Section 17.24.020 (Transmittal of Map to Recorder) of Chapter 17.24 (Filing Maps with Recorder) of Title 17 (Divisions).

### **EXECUTIVE SUMMARY**

This is an introduction and intention to adopt an Ordinance repealing Section 5.36.090 (Appeal Procedure for a License Issued or Denied by the Zoning Administrator After a Public Hearing) and amending Sections 18.10.020 (Duties-Specific Subjects) and Section 17.24.020 (Transmittal of Map to Recorder) of the Napa County Municipal Code to correct minor inconsistencies in the code related to previous ordinance amendments.

### **PROCEDURAL REQUIREMENTS**

1. Staff Report;
2. Receive public comments;
3. Discussion, motion, second, and vote on intention to adopt the ordinance.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The minor amendments are necessary to correct inconsistencies within the Code that were inadvertent oversights related to previous Code amendments.
Is the general fund affected?	No
Consequences if not approved:	If the amendments are not made, the inconsistencies will continue, which could lead to confusion and misinterpretation of the by staff and general public.
County Strategic Plan pillar addressed:	Effective and Open Government

### **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 Napa County Board of Supervisors recently adopted ordinances amending various sections of the Napa County Municipal Code. Staff recently discovered that as part of the ordinance amendments, related code amendments were inadvertently overlooked. The proposed ordinance corrects the minor oversights as summarized below and as specifically identified in the attached document.

#### County Code Chapter 2.88 - Appeals:

In December 2020 the Board adopted Ordinance No. 1465 updating the appeals ordinance, which eliminated the right to appeal ministerial decisions to the Board of Supervisors. However, staff discovered Section 5.36.090 pertaining to the appeal of ministerial Temporary Events was inadvertently omitted. To correct this omission, Section 5.36.090 should be deleted to be consistent with the amendments contained in Ordinance No. 1465.

#### County Code Chapter 18.10.020 - Zoning Administrator Duties:

In April 2022 the Board adopted Ordinance 1474 creating a streamlined process for small wineries to be processed with a micro-winery use permit through a public hearing before the Zoning Administrator rather than the Planning Commission. Because of the small scale of micro-wineries, these use permit applications often include a request for an exception to the Road and Street Standards. However, the Zoning Administrator's ability to hear and decide exceptions to the Road and Street Standards is currently limited to only exceptions related to single-family residences and other ministerial permits. Since the Zoning Administrator has been granted the authority to hear and decide micro-winery use permits and related ancillary matters, the Code should be amended to expressly allow the Zoning Administrator hear exceptions to the Road and Street Standards when related to any other permit under the Zoning Administrator's authority.

#### County Code Title 17 - Subdivisions:

Section 17.24.020 of the Napa County Code requires the city clerk transmit parcel and final maps directly to the recorder. However, Section 17.24.020 inadvertently references the "county" clerk. The Code should be amended to reference the "city" clerk to make clear the requirements on the part of a given city to record documents related to parcel and final maps.

Additions are underlined.  
Deletions are ~~struck through~~.  
Revision markers are noted in left or  
right margins as vertical lines.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, REPEALING SECTION 5.36.090 (APPEAL PROCEDURE FOR A LICENSE ISSUED OR DENIED BY THE ZONING ADMINISTRATOR AFTER A PUBLIC HEARING) OF CHAPTER 5.36 (TEMPORARY EVENTS) OF TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) AND AMENDING SECTION 18.10.020 (DUTIES -SPECIFIC SUBJECTS) OF CHAPTER 18.10 (ZONING ADMINISTRATOR) OF TITLE 18 (ZONING) AND SECTION 17.24.020 (TRANSMITTAL OF MAP TO RECORDER) OF CHAPTER 17.24 (FILING MAPS WITH RECORDER) OF TITLE 17 (SUBDIVISIONS) OF THE NAPA COUNTY MUNICIPAL CODE**

**WHEREAS**, on or about December 15, 2020, the Napa County Board of Supervisors adopted Ordinance No. 1465 updating the County’s Appeals Ordinance (County Code Chapter 2.88); and

**WHEREAS**, in connection with the update to the Appeals Ordinance, the Board eliminated the right to appeal ministerial decisions to the Board of Supervisors; and

**WHEREAS**, staff discovered that as part of the Appeals Ordinance update and related code amendments repealing the right to appeal ministerial decisions, Section 5.36.090 regarding appeals of ministerial temporary events permits was inadvertently missed; and

**WHEREAS**, the Board desires to correct this inadvertent oversight and repeal Section 5.36.090; and



**WHEREAS**, on or about April 5, 2022, the Board adopted Ordinance No. 1474 creating a streamlined process for small wineries to be processed with a micro-winery use permit through a public hearing before the Zoning Administrator rather than the Planning Commission; and

**WHEREAS**, because of the small scale of micro-wineries these use permit applications often include a request for an exception to the Napa County Roads and Street Standards; and

**WHEREAS**, the Zoning Administrator's ability to hear and decide exceptions to the Road and Street Standards is currently limited to only exceptions related to single family residences and other ministerial permits; and

**WHEREAS**, since the Zoning Administrator has been granted the authority to hear and decide micro-winery use permits and related ancillary matters, the Board desires to amend the County Code to expressly allow the Zoning Administrator to hear exceptions to the Road and Street Standards when related to any other permit under the Zoning Administrator's purview including micro-winery use permits; and

**WHEREAS**, the Board desire to change an incorrect reference in County Code Title 17 (Subdivisions) from "county clerk" to "city clerk;" and

**WHEREAS**, prior to adoption of this ordinance, the County complied with applicable noticing requirements

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

**SECTION 1.** Section 05.36.90 (Appeal procedure for a license issued or denied by the zoning administrator after a public hearing) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read in full as follows:

**05.36.090**     **(Reserved.)** ▼

**Deleted:** Appeal procedure for a license issued or denied by the zoning administrator after a public hearing.¶

The applicant, any person who was entitled under this chapter to receive notice of the approval or denial of a license by the zoning administrator after a public hearing, or any person who spoke at any public hearing held on the license shall have the right to appeal the approval, denial, or any of the conditions of such license to the board. ¶

B. A written notice of the appeal shall be served upon the clerk of the board within five days following the zoning administrator's decision. The clerk shall set the appeal for hearing by the board at least fifteen days prior to the event. In all other respects, the appeal shall be processed, heard and decided in accordance with the procedures for appeal set forth in Chapter 2.88 of this code, except that the appeal shall be heard de novo. The decision of the board on the appeal shall be final and not subject to reconsideration....

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**SECTION 2.** Section 18.10.020 (Duties -specific subjects) of Chapter 18.10 (Zoning

Administrator) of the Napa County Code is amended to read in full as follows:

**18.10.020 Duties-Specific subjects.**

The zoning administrator shall hear and decide all applications for the following unless, in the zoning administrator's sole discretion, the zoning administrator determines that the matter (1) is of a size, importance, or unique nature such that it is judged not to be a routine matter; (2) involves potentially significant environmental impacts; or (3) is such that the public interest would be furthered by having a particular application heard and decided by the planning commission:

A. Permits and modifications thereof for the following:

1. Farmworker housing as defined by Section 18.08.294 of this code;
2. Cottage food operations;
3. Kennels and veterinary facilities;
4. Multiple-family dwelling units;
5. Following a public hearing noticed in accordance with Section 18.136.040, use

permits for Micro-wineries as defined by Section 18.08.377 of this code. No application for a new micro-winery use permit or modification of a micro-winery use permit, whether minor or major, shall be considered beginning three years after May 5, 2022 (the effective date of this Ordinance), unless the provisions in this code pertaining to micro-wineries are extended, re-adopted or amended by the board of supervisors. Applications that are accepted by the Director as complete prior to the deadline shall be allowed to complete their processing. In the event that the provisions in this code pertaining to micro- wineries are not extended, re-adopted or amended by the board of supervisors, use permits for micro-wineries that have been issued under these provisions shall remain valid unless allowed to expire pursuant to Section 18.124.080 or revoked pursuant to 18.124.120;

6. Undergrounding of gas, electric, telephone, or cable television lines;
7. Noncommercial wind energy and conversion systems;
8. Child day care centers;
9. Residential care facilities (medium) and (large);
10. Following a public hearing noticed in accordance with Section 18.136.040, use

permits for small wineries as defined by Section 18.08.600 of this code that were issued a certificate of exemption prior to February 22, 1990, recognizing the extent of existing legal entitlements or allowing the following uses provided the application meets all of the following qualifications:

- a. Has an annual maximum of 20,000 gallons or less of wine production;
- b. Generates no more than 40 Average Daily Trips (ADT) (20 round trips) by tasting room visitors, all winery employees including seasonal employees, and deliveries to the winery. The use permit will not trigger application of the Napa County Road and Street Standards unless the total ADT from all uses exceeds 40 ADT or the inspection authority determines that improvements are required to comply with the State Fire Code, State Responsibility Area Regulations, or adopted left-turn warrants required for all projects;
- c. Has a maximum of 10,000 square feet of occupied space, including buildings, caves, and cut and cover caves, but excluding unenclosed space, such as covered crush pads;

- d. Conducts a maximum of 11 marketing events per year. Ten such events may allow attendees up to a total amount of vehicle trips that does not exceed 24 ADT (12 daily round trips) and one such event may allow attendees up to a total amount of vehicle trips that does not exceed 40 ADT (20 daily round trips). The ADT for all winery uses, including deliveries, tours and tastings, and employees, on days when a marketing event occurs shall not exceed 40 ADT; and
- e. Following approval of a use permit under this subsection, no subsequent application for an increase in production of wine, tasting room visitation, or marketing events shall be considered within two years after approval;
  - 11. (Reserved);
  - 12. (Reserved);
  - 13. Modifications of use permits under subsection (E) of Section 18.124.130;
  - 14. Farmworker centers as defined by Section 18.08.293 of this code;
  - 15. (Reserved);
  - 16. (Reserved);
- B. (Reserved);
- C. Merger of substandard parcels, but only if the parcels meet the requirements set forth in Section 17.48.040;
- D. (Reserved);
- E. Summary revisions to acreage, but only after making the findings required by Section 17.50.070;
- F. (Reserved);
- G. Licenses for Category 3 temporary events as defined in Section 5.36.015 if a hearing is requested, and Category 4 temporary events as defined in Section 5.36.015 if not referred to the board;
- H. Certificates of present extent of legal nonconformity, in accordance with the procedure set forth in Section 18.132.050;
- I. Minor amendments of tentative, parcel and final maps in accordance with the procedure set forth in Sections 17.26.030 through 17.26.050 and Section 17.26.060 for modifications to or elimination of slope easements, and for this purpose the zoning administrator shall be deemed an "advisory agency" as defined in Chapter 17.02;
- J. Variances, pursuant to Chapter 18.128 of this code (commencing with Section 18.128.010) and excepting therefrom any variances from the terms of the Conservation Regulations as set forth in Chapter 18.108;
- K. (Reserved);
- L. Applications for extensions of the life of a tentative map;
- M. Minor modifications to use permits as described in Section 18.124.130 (B) and modifications to winery use permits as described in Section 18.124.130(C)(1) through (7) of Section 18.124.130, after making the findings required by Section 18.124.130;
- N. Variances from the standards for mobile home parks in accordance with Section 15.40.310, or any successor amendment thereof;
- O. (Reserved); and
- P. Applications for exceptions to the county's adopted road and street standards in connection with all permits and modifications listed in subsection A through O above, a building permit clearance for a single-family residence or other ministerial permit clearance.

**SECTION 3.** Section 17.24.020 (Filing maps with recorder) of Chapter 17.24

(Transmittal of map to recorder) of the Napa County Code is amended to read in full as follows:

**17.24.020 Transmittal of map to recorder.**

A. Within fifteen days of approval of a parcel or final map by a city, and if the parcel or final map is not subject to Section 66493 of the Government Code, the city clerk shall transmit the final or parcel map directly to the recorder. If, however, the final or parcel map is subject to Section 66493, the final or parcel map shall be filed with the clerk of the board together with all certificates or statements and the security required by Section 66493. When all certificates or statements and security have been so filed, the clerk of the board shall so certify and within ten days transmit the final or parcel map to the recorder.

Deleted: county

**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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: _____ County Counsel	Date: _____ Processed By: _____	By: _____
By: _____ Code Services	Deputy Clerk of the Board	
Date: _____		

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, REPEALING SECTION 5.36.090 (APPEAL PROCEDURE FOR A LICENSE ISSUED OR DENIED BY THE ZONING ADMINISTRATOR AFTER A PUBLIC HEARING) OF CHAPTER 5.36 (TEMPORARY EVENTS) OF TITLE 5 (BUSINESS TAXES, LICENSES AND REGULATIONS) AND AMENDING SECTION 18.10.020 (DUTIES -SPECIFIC SUBJECTS) OF CHAPTER 18.10 (ZONING ADMINISTRATOR) OF TITLE 18 (ZONING) AND SECTION 17.24.020 (TRANSMITTAL OF MAP TO RECORDER) OF CHAPTER 17.24 (FILING MAPS WITH RECORDER) OF TITLE 17 (SUBDIVISIONS) OF THE NAPA COUNTY MUNICIPAL CODE**

**WHEREAS**, on or about December 15, 2020, the Napa County Board of Supervisors adopted Ordinance No. 1465 updating the County’s Appeals Ordinance (County Code Chapter 2.88); and

**WHEREAS**, in connection with the update to the Appeals Ordinance, the Board eliminated the right to appeal ministerial decisions to the Board of Supervisors; and

**WHEREAS**, staff discovered that as part of the Appeals Ordinance update and related code amendments repealing the right to appeal ministerial decisions, Section 5.36.090 regarding appeals of ministerial temporary events permits was inadvertently missed; and

**WHEREAS**, the Board desires to correct this inadvertent oversight and repeal Section 5.36.090; and

**WHEREAS**, on or about April 5, 2022, the Board adopted Ordinance No. 1474 creating a streamlined process for small wineries to be processed with a micro-winery use permit through a public hearing before the Zoning Administrator rather than the Planning Commission; and

**WHEREAS**, because of the small scale of micro-wineries these use permit applications often include a request for an exception to the Napa County Roads and Street Standards; and

**WHEREAS**, the Zoning Administrator’s ability to hear and decide exceptions to the Road and Street Standards is currently limited to only exceptions related to single family residences and other ministerial permits; and

**WHEREAS**, since the Zoning Administrator has been granted the authority to hear and decide micro-winery use permits and related ancillary matters, the Board desires to amend the County Code to expressly allow the Zoning Administrator to hear exceptions to the Road and Street Standards when related to any other permit under the Zoning Administrator’s purview including micro-winery use permits; and

**WHEREAS**, the Board desire to change an incorrect reference in County Code Title 17 (Subdivisions) from “county clerk” to “city clerk;” and

**WHEREAS**, prior to adoption of this ordinance, the County complied with applicable noticing requirements

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

**SECTION 1.** Section 05.36.90 (Appeal procedure for a license issued or denied by the zoning administrator after a public hearing) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read in full as follows:

**05.36.090 (Reserved.)**

**SECTION 2.** Section 18.10.020 (Duties -specific subjects) of Chapter 18.10 (Zoning Administrator) of the Napa County Code is amended to read in full as follows:

**18.10.020 Duties-Specific subjects.**

The zoning administrator shall hear and decide all applications for the following unless, in the zoning administrator's sole discretion, the zoning administrator determines that the matter (1) is of a size, importance, or unique nature such that it is judged not to be a routine matter; (2) involves potentially significant environmental impacts; or (3) is such that the public interest would be furthered by having a particular application heard and decided by the planning commission:

- A. Permits and modifications thereof for the following:
  1. Farmworker housing as defined by Section 18.08.294 of this code;
  2. Cottage food operations;
  3. Kennels and veterinary facilities;
  4. Multiple-family dwelling units;
  5. Following a public hearing noticed in accordance with Section 18.136.040, use permits for Micro-wineries as defined by Section 18.08.377 of this code. No application for a new micro-winery use permit or modification of a micro-winery use permit, whether minor or major, shall be considered beginning three years after May 5, 2022 (the effective date of this Ordinance), unless the provisions in this code pertaining to micro-wineries are extended, re-adopted or amended by the board of supervisors. Applications that are accepted by the Director as complete prior to the deadline shall be allowed to complete their processing. In the event that the provisions in this code pertaining to micro-wineries are not extended, re-adopted or amended by the board of supervisors, use permits for micro-wineries that have been issued under these provisions shall remain valid unless allowed to expire pursuant to Section 18.124.080 or revoked pursuant to 18.124.120;
  6. Undergrounding of gas, electric, telephone, or cable television lines;
  7. Noncommercial wind energy and conversion systems;
  8. Child day care centers;
  9. Residential care facilities (medium) and (large);
  10. Following a public hearing noticed in accordance with Section 18.136.040, use permits for small wineries as defined by Section 18.08.600 of this code that were issued a certificate of exemption prior to February 22, 1990, recognizing the extent of existing legal entitlements or allowing the following uses provided the application meets all of the following qualifications:
    - a. Has an annual maximum of 20,000 gallons or less of wine production;
    - b. Generates no more than 40 Average Daily Trips (ADT) (20 round trips) by tasting room visitors, all winery employees including seasonal employees, and deliveries to the winery. The use permit will not trigger application of the Napa County Road and Street Standards unless the total ADT from all uses exceeds 40 ADT or the inspection authority determines that improvements are required to comply with the State Fire Code, State Responsibility Area Regulations, or adopted left-turn warrants required for all projects;
    - c. Has a maximum of 10,000 square feet of occupied space, including buildings, caves, and cut and cover caves, but excluding unenclosed space, such as covered crush pads;
    - d. Conducts a maximum of 11 marketing events per year. Ten such events may allow attendees up to a total amount of vehicle trips that does not exceed 24 ADT (12 daily round trips) and one such event may allow attendees up to a total amount of vehicle trips that does not exceed 40 ADT (20 daily round trips). The ADT for all winery uses, including deliveries, tours and tastings, and employees, on days when a marketing event occurs shall not exceed 40 ADT; and
    - e. Following approval of a use permit under this subsection, no subsequent application for an increase in production of wine, tasting room visitation, or marketing events shall be considered within two years after approval;
  11. (Reserved);
  12. (Reserved);

- 13. Modifications of use permits under subsection (E) of Section 18.124.130;
- 14. Farmworker centers as defined by Section 18.08.293 of this code;
- 15. (Reserved);
- 16. (Reserved);
- B. (Reserved);
- C. Merger of substandard parcels, but only if the parcels meet the requirements set forth in Section 17.48.040;
- D. (Reserved);
- E. Summary revisions to acreage, but only after making the findings required by Section 17.50.070;
- F. (Reserved);
- G. Licenses for Category 3 temporary events as defined in Section 5.36.015 if a hearing is requested, and Category 4 temporary events as defined in Section 5.36.015 if not referred to the board;
- H. Certificates of present extent of legal nonconformity, in accordance with the procedure set forth in Section 18.132.050;
- I. Minor amendments of tentative, parcel and final maps in accordance with the procedure set forth in Sections 17.26.030 through 17.26.050 and Section 17.26.060 for modifications to or elimination of slope easements, and for this purpose the zoning administrator shall be deemed an "advisory agency" as defined in Chapter 17.02;
- J. Variances, pursuant to Chapter 18.128 of this code (commencing with Section 18.128.010) and excepting therefrom any variances from the terms of the Conservation Regulations as set forth in Chapter 18.108;
- K. (Reserved);
- L. Applications for extensions of the life of a tentative map;
- M. Minor modifications to use permits as described in Section 18.124.130 (B) and modifications to winery use permits as described in Section 18.124.130(C)(1) through (7) of Section 18.124.130, after making the findings required by Section 18.124.130;
- N. Variances from the standards for mobile home parks in accordance with Section 15.40.310, or any successor amendment thereof;
- O. (Reserved); and
- P. Applications for exceptions to the county's adopted road and street standards in connection with all permits and modifications listed in subsection A through O above, a building permit clearance for a single-family residence or other ministerial permit clearance.

**SECTION 3.** Section 17.24.020 (Filing maps with recorder) of Chapter 17.24

(Transmittal of map to recorder) of the Napa County Code is amended to read in full as follows:

**17.24.020 Transmittal of map to recorder.**

- A. Within fifteen days of approval of a parcel or final map by a city, and if the parcel or final map is not subject to Section 66493 of the Government Code, the city clerk shall transmit the final or parcel map directly to the recorder. If, however, the final or parcel map is subject to Section 66493, the final or parcel map shall be filed with the clerk of the board together with all certificates or statements and the security required by Section 66493. When all certificates or



statements and security have been so filed, the clerk of the board shall so certify and within ten days transmit the final or parcel map to the recorder.

**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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ County Counsel</p> <p>By: _____ Code Services</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE  
OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD  
STREET ROOM 310, NAPA, CALIFORNIA ON \_\_\_\_\_.

\_\_\_\_\_, DEPUTY  
NEHA HOSKINS, CLERK OF THE BOARD



# Napa County

## Board Agenda Letter

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

---

Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0672

---

**TO:** Board of Supervisors  
**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures  
**REPORT BY:** Jaspreet Faller - Staff Services Analyst II  
**SUBJECT:** Agricultural Commissioner/Sealer to present the 2022 Napa County Agricultural Crop Report

---

### **RECOMMENDATION**

SET MATTER 9:30 AM - Crop Report

Agricultural Commissioner/Sealer of Weights and Measures to present the annual Crop Report for 2022.

### **EXECUTIVE SUMMARY**

The Agricultural Commissioner has prepared and is distributing to the Board of Supervisors a report detailing the gross value and production of the agricultural commodities grown within the County of Napa during 2022. The Agricultural Commissioner will also announce the three students whose artwork was selected for the 2022 Crop Report.

### **PROCEDURAL REQUIREMENTS:**

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: 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 Agricultural Commissioner provides this report in compliance with the provisions of the California Food and Agricultural Code, Section 2279.





# 2022 AGRICULTURAL CROP REPORT



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867





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# COVER ART 2022

Highlights artwork from *Ag in the Classroom* program



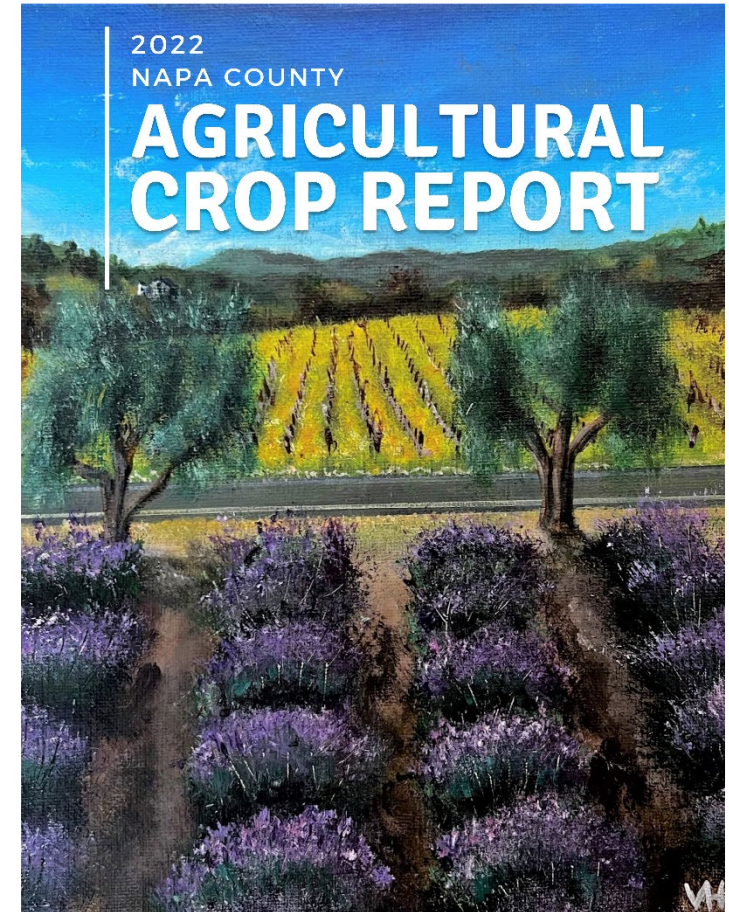
# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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- Serves as a vital link for local teachers and students to gain awareness of the important role agriculture plays in our local economy.
- The top 3 entries receive a cash prize, generously donated by Michael Wolf Vineyard Services and Napa County, and the winner is placed on our cover of the Crop Report.



# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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### FIRST PRIZE



Award: \$500  
Artist: Vincent Herndon  
Title: "Seasonal View"  
Medium: Acrylic

Vincent Herndon, a senior at Calistoga Junior/Senior High School, won third place in the cover art contest in 2019, and second place in 2021.

Vincent enjoys making art, cooking and playing video games. After attending art school, he hopes to have a career as a concept artist.

### SECOND PRIZE

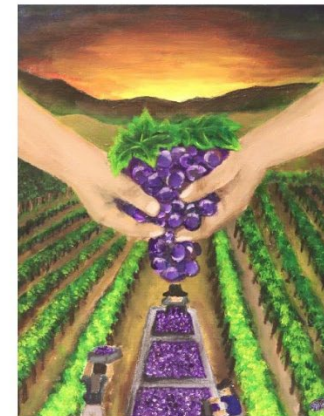
Award: \$300  
Artist: Pamela Alvarado Andrade  
Title: "Checking the Future"  
Medium: Acrylic

Pamela Alvarado Andrade, a senior at Napa High School, won third place in the cover art contest in 2021.

Pamela enjoys listening to music, playing guitar and creating art for family and friends. She hopes to attend Napa Valley College and continue creating art.



### THIRD PRIZE



Award: \$200  
Artist: Celeste Alvarado  
Title: "Handful of Harvest"  
Medium: Acrylic

Celeste Alvarado, a senior at Calistoga Junior/Senior High School, learned about the art contest from her art teacher, Mr. Sorrentino.

Celeste enjoys making art and baking. She has aspirations of becoming a doctor and pursuing a career in anesthesiology.





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# CROP STATISTICS







*Total agricultural production saw a 19.9 % increase in value over the previous year*

# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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↑ 20%		FRUIT & NUT CROPS	2022	\$891,348,900
			2021	\$742,067,400
↓ 43%		FLORAL & NURSERY CROPS	2022	\$120,800
			2021	\$212,300
↑ 101%		VEGETABLE CROPS	2022	\$384,400
			2021	\$191,600
↑ 28%		FIELD CROPS	2022	\$374,400
			2021	\$292,800
↓ 17%		LIVESTOCK	2022	\$1,491,000
			2021	\$1,790,300
↓ 53%		POULTRY & OTHER ANIMAL PRODUCTS	2022	\$576,000
			2021	\$1,223,700
↑ 20%		<b>Grand Total</b>	2022	\$894,295,500
			2021	\$745,778,100

**Total ag production value**  
Up 19.9% from 2021

**Winegrape value**  
Up 20.1% from 2021



# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT

### FRUIT & NUT CROPS



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CROP	YEAR	PRODUCING ACRES	TONS PER ACRE	TOTAL TONNAGE*	DOLLAR VALUE
Red Winegrapes	2022	36,809	2.82	103,829	\$800,145,700
	2021	36,636	2.58	94,657	\$663,369,300
White Winegrapes	2022	9,319	2.93	27,315	\$90,765,700
	2021	9,383	2.76	25,870	\$78,362,700
Winegrapes Subtotal	2022	46,128	2.84	131,144	\$890,911,400
	2021	46,019	2.62	120,527	\$741,732,000
Olives	2022	109	1.53	166	\$283,100
	2021	57	1.88	107	\$226,400
Other Fruits & Nuts**	2022				\$154,400
	2021				\$109,000
TOTAL FRUITS & NUTS	2022				\$891,348,900
	2021				\$742,067,400

Winegrape bearing acreage:  
Up 109 acres

Winegrape tons/acre:  
Up 8.4%

Winegrape tonnage:  
Up 8.8%

Winegrape value:  
Up 20.1%

# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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<u>VARIETY</u>	<u>TONNAGE</u>	<u>ACREAGE</u>	<u>PRICE</u>
Cabernet Sauvignon	72,423	24,217	\$8,819/ton
Chardonnay	16,094	5,897	\$3,555/ton
Merlot	8,552	3,983	\$4,527/ton

These three varieties together accounted for **73.9% of all production acreage** and account for **82.5% of the total wine grape value**.



Total Winegrape Producing  
Acres: 46,128

Total Winegrape Production:  
131,144 tons

Total Winegrape Value:  
\$890,911,400

# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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### FLORAL & NURSERY

↓  
43%



CROP	YEAR	PRODUCTION AREA (SQUARE FEET)	DOLLAR VALUE
Floral & Nursery	2022	154,000	\$120,800
	2021	157,500	\$212,300

COMMODITY	YEAR	PRODUCTION ACREAGE	YIELD PER ACRE	TOTAL TONNAGE	PRICE	DOLLAR VALUE
Hay	2022	753	1.50	1,130	\$150	\$169,400
	2021	250	0.75	188	\$140	\$26,300
Pasture & Rangeland	2022	50,000				\$205,000
	2021	65,000				\$266,500
TOTAL FIELD CROPS	2022	50,753				\$374,400
	2021	65,250				\$292,800

### FIELD CROPS

↑  
28%





# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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### LIVESTOCK AND POULTRY

↓  
17%



↓  
53%



COMMODITY	YEAR	PRODUCTION (CWT)*	WEIGHTED AVERAGE PRICE PER CWT*	DOLLAR VALUE
Cattle & Calves	2022	8,875	\$136	\$1,087,000
	2021	11,000	\$126	\$1,387,800
Sheep & Lambs	2022	2,460	\$159	\$391,000
	2021	2,500	\$156	\$389,700
Other Livestock	2022			\$13,000
	2021			\$12,800
Livestock Subtotal	2022			\$1,491,000
	2021			\$1,790,300
Poultry & Other Animal Products	2022			\$576,000
	2021			\$1,223,700
TOTAL ANIMAL PRODUCTS	2022			\$2,067,000
	2021			\$3,014,000

# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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### VEGETABLE CROPS



↑  
101%



CROP	YEAR	HARVESTED ACREAGE	DOLLAR VALUE
Vegetables	2022	16	\$384,400
	2021	18	\$191,600

# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT

### ORGANIC REGISTRANTS



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#### NUMBER OF ORGANIC REGISTRANTS PER YEAR

CROP	2022	2021	2020
Winegrapes	133	118	99
Citrus	10	5	7
Fruits (excluding citrus)	26	23	20
Livestock and Dairy	4	3	1
Nuts	12	1	0
Vegetables	9	4	7
Other*	4	9	5
<b>TOTAL REGISTRANTS**</b>	<b>198</b>	<b>163</b>	<b>139</b>
<b>PRODUCTION ACREAGE</b>	<b>7,522</b>	<b>4,756</b>	<b>4,289</b>







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# ARTICLES & FEATURES

2022



# Napa County Agricultural Commissioner's Office

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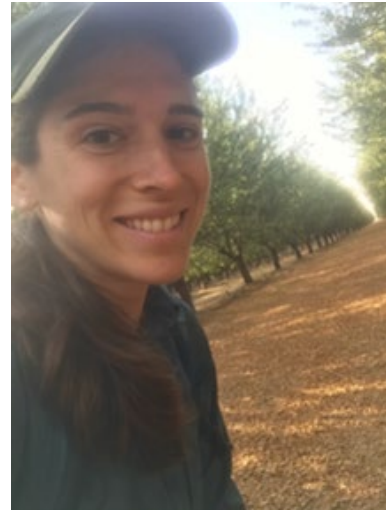


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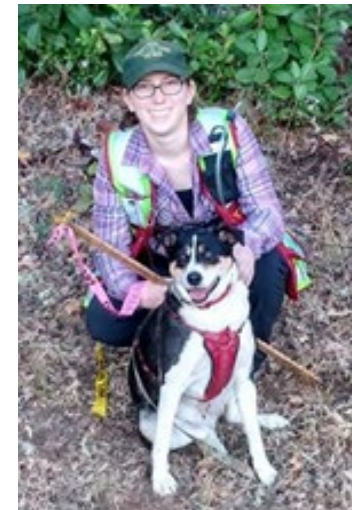
UC  
CE



Breanna Martinico  
Human-Wildlife Interactions Advisor



Ellie Andrews  
Specialty Crops Advisor



Tori Norville  
Fire Science Advisor

# Napa County Agricultural Commissioner's Office

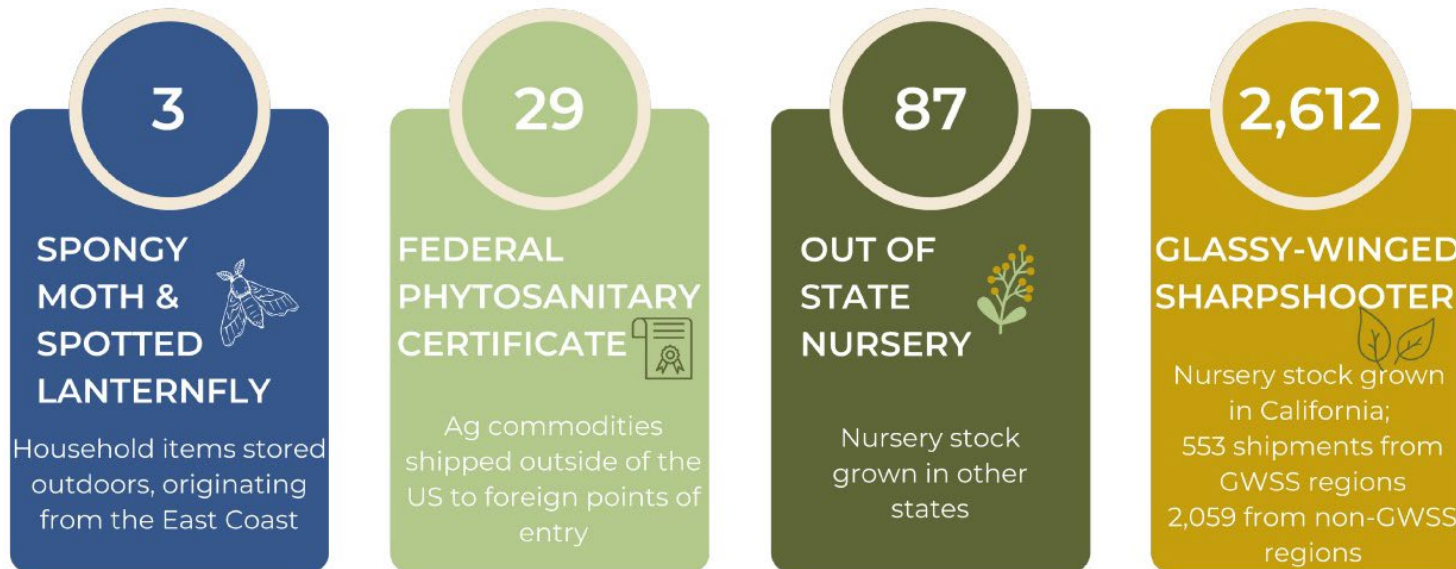
## 2022 AGRICULTURAL CROP REPORT



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### PEST EXCLUSION

#### INSPECTIONS:



#### FEATURES:



Spotted lanternfly



Red imported fire ant

# Napa County Agricultural Commissioner's Office

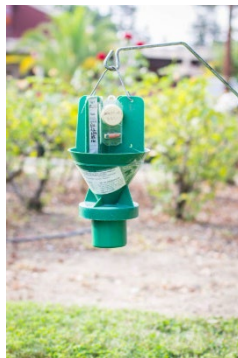
## 2022 AGRICULTURAL CROP REPORT

### PEST DETECTION

### TRAP SERVICINGS



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Target Pest	No. of Traps	No. of Trap Servicings	No. of Properties with Traps*
Asian Citrus Psyllid	120	711	124
European Grapevine Moth	2,308	25,995	1,967
Glassy-winged Sharpshooter	1,649	15,937	1,714
Japanese Beetle	58	462	60
Mediterranean Fruit Fly	168	2,283	682
Melon Fruit Fly	58	673	121
Oriental Fruit Fly	58	788	239
Other Exotic Fruit Flies	73	1,630	277
Sentinel - European Grape Berry Moth	251	2,349	245
Sentinel - Grape Berry Moth	251	2,349	245
Sentinel - Grape Tortrix Moth	251	2,349	245
Sentinel - Honeydew Moth	251	2,347	243
Sentinel - Olive Moth	50	478	60
Spongy Moth	84	790	88
Spotted Lanternfly	31	326	33
Vine Mealybug	1,901	3,816	815
Western Grapeleaf Skeletonizer	265	2,276	224
<b>Grand Total</b>	<b>7,827</b>	<b>65,559</b>	<b>7,382</b>



# Napa County Agricultural Commissioner's Office

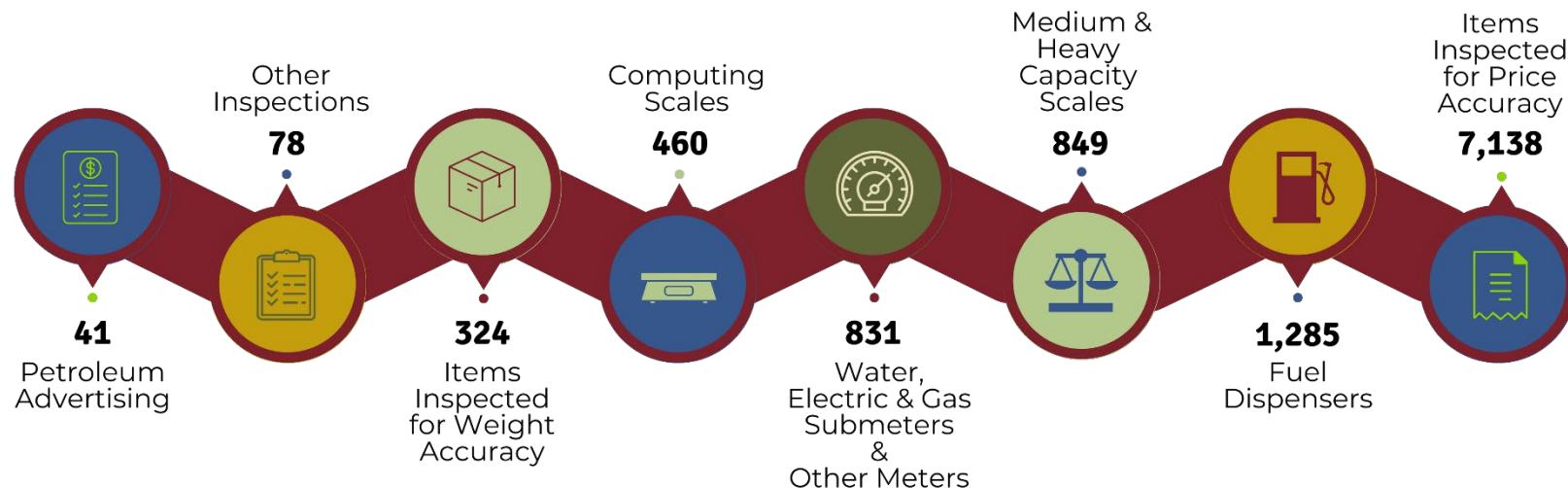
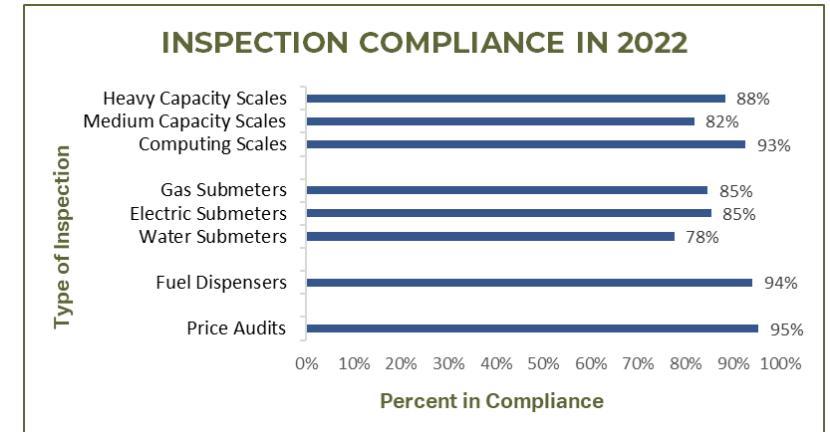
## 2022 AGRICULTURAL CROP REPORT



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### WEIGHTS & MEASURES

Since 1915, Napa County Weights & Measures has served consumers and businesses by maintaining equity in the marketplace.



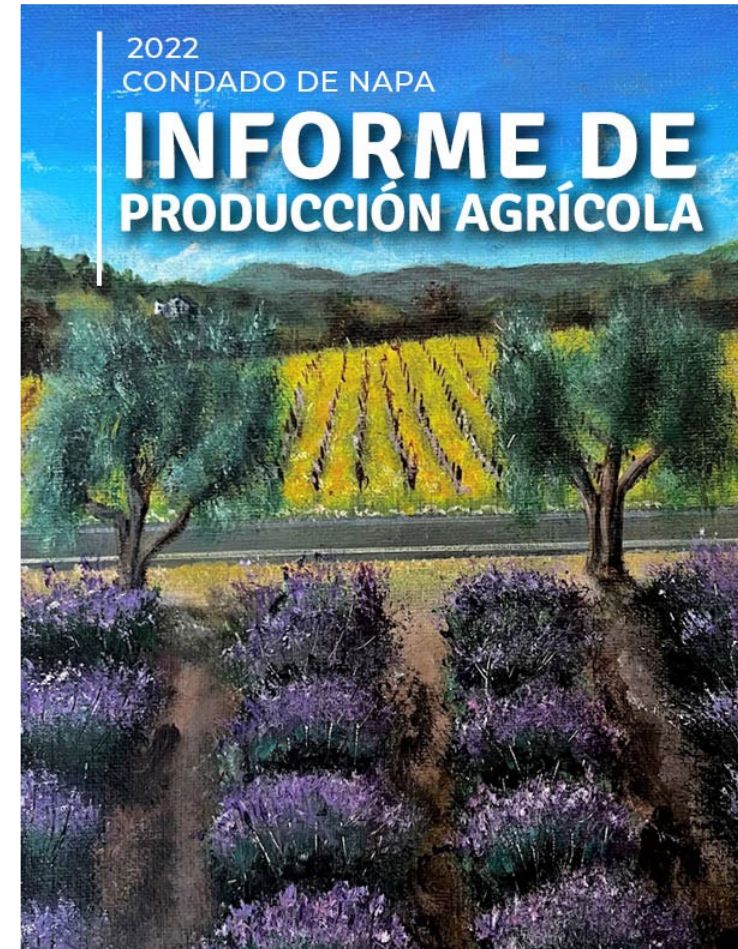
# Napa County Agricultural Commissioner's Office

## 2022 AGRICULTURAL CROP REPORT



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2022 Napa County  
Agricultural Crop Report  
also available in Spanish.







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# THANK YOU

@NapaCountyAgCommissioner







# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0772

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**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto, Director of Health and Human Services  
**REPORT BY:** Summer Isham, Supervising Staff Services Analyst  
**SUBJECT:** Approval of Recommendations for Enhanced Tobacco Master Settlement Agreement (MSA) Grant Awards

---

### **RECOMMENDATION**

SET MATTER 10:15 AM - MSA Presentation

Interim County Executive Officer and Director of Health and Human Services (HHSA) request approval of the review panel's recommendations for Tobacco Master Settlement Agreement (MSA) and General Fund (hereinafter, "Enhanced MSA") grant awards.

### **EXECUTIVE SUMMARY**

The County has made MSA funds available to meet community needs through an annual competitive grant award process. Following this year's grant award process, 14 grant applications were received, reviewed, and scored. Staff are now presenting the funding recommendations to the Board for consideration and possible approval.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue and expenses are budgeted within the General Fund for MSA and County General Funds.
Is it Mandatory or Discretionary?	Discretionary



Discretionary Justification:	Approval of the requested action is discretionary because there is no mandate to distribute MSA or General Funds for specific purposes or to specific entities. The award of these funds to community providers is in accordance with the Board's direction to staff.
Is the general fund affected?	Yes
Future fiscal impact:	MSA and General Funds will be allocated for Fiscal Year 2023-2024 and the following two fiscal years.
Consequences if not approved:	Master Settlement Agreement grant awards will not be distributed to non-profit grant applicants.
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**

For over two decades, the Board of Supervisors has steadfastly committed to making MSA funds the County receives available for grant awards to support community health. Commencing in Fiscal Year (FY) 06-07, the Board assigned responsibility of the MSA grant process to Health and Human Services Agency (HHSA), although the funds reside in the Napa County general government services operating budget. Each year, staff recommends and carries out a process that enables the County to target MSA funds on specific areas of safety-net services to help mitigate the impacts felt by those most vulnerable in our community.

In response to the increased need during the COVID-19 pandemic and continuing, the Board of Supervisors increased the funds available through this grant process initially starting in Fiscal Year (FY) 20-21 and extended that increase for a period of five years, through Fiscal Year 24-25 from the historical amount of \$1.1M to \$2.1M annually. The enhanced funding was made possible due to the Board's decision to apply ARPA funds to otherwise offset General Fund expenses, thereby accomplishing the goal of minimizing the administrative burdens for our community-based organizations associated with ARPA funds. Additionally, the Board further supported staff's recommendation that, for multi-year award planning purposes, in Fiscal Year 25-26, a total of \$1.5M in MSA funding would be made available; instead of the amount reverting to the pre-pandemic historical amount of \$1.1M annually.

Since FY 20-21, the County has prioritized MSA funding in the areas of food insecurity, housing instability, and physical and behavioral healthcare. Commencing with the upcoming FY 23-24, however, staff proposed to the Board a hybrid process that accomplishes the County's goal of leveraging other funding to the greatest extent possible so that MSA funding is largely reserved for programs/services that really can't be funded elsewhere. This reflects a significant change since it allowed for behavioral healthcare to be carved out as a category eligible for MSA funding because Health and Human Services Agency (HHSA) concurrently made available for competitive award \$1.2M of Mental Health Services Act (MHSA) funds. This effectively doubled the overall funding

available for these four categories of safety-net services that help to fill critical service gaps.

This was possible because HHSA is continually evaluating MHSA funds, which came in at higher than State projected amounts over the past two years. As MHSA funding fluctuates over time, then the MSA process will also be continually reviewed. By diverting the behavioral healthcare category to MHSA, the County necessarily expanded the MSA funding available for the remaining categories of food insecurity, housing instability and physical healthcare, while also ensuring that significant funding was made available for behavioral healthcare.

To recap the multi-year enhanced MSA grant awards available, last year your Board committed \$3M in ARPA funds over three years, which enabled the County to make available an additional \$1M (ultimately it was General Funds due to a swap of ARPA funds) to the MSA process for a three-year period from FY 22-23 through FY 24-25. This elevated the annual amount from \$1.1M to \$2.1M for those three years. Your Board also requested last year that the County resume awarding some multi-year grant awards. Therefore, this year's upcoming MSA process includes FY 23-24, 24-25 and 25-26. As noted previously, the amount available in FY 25-26 is \$1.5M.

After factoring in existing obligations from multi-year grants made last year, the MSA grant award process opened on March 6 and closed on April 3, with the following approximate maximum amounts available for competitive awards: \$1.2M for FY 23-24, \$950,000 for FY 24-25, and \$600,000 for FY 25-26. A methodology of retaining 40% and 60% of the funding available in FY 24-25 and 25-26, respectively, was applied to ensure that some multi-year awards can be supported while also reserving funding for an MSA grant process to occur annually.

Accordingly, 14 applications were received requesting MSA funding that exceeded the amount available in FY 23-24 by approximately \$60,000. The review panel reviewed and scored the applications. Proposals that received a score of 90 or more are recommended for 100% funding, proposals that received scores between 80-89 are recommended for 95% funding, and proposals that received scores between 70-79 are recommended for 90% funding. The list of organizations, proposals, and recommended award amounts are set forth in Exhibit A. The total recommended for award in FY 23-24 is \$1,209,129, the total for FY 24-25 is \$769,991, and the total for FY 25-26 is \$358,228; totaling over \$2.3M in awards over the next three Fiscal Years.

As previously noted, there are existing multi-year MSA grant awards that continue into FY 23-24 and 24-25. To provide a complete picture of the County's MSA grant awards, the list of organizations, proposals and committed awards are set forth in Exhibit B. Based upon the funding the Board has committed to making available for this process through FY 25-26, this leaves approximately \$1.8M in uncommitted funds for award in Fiscal Years 24-25 and 25-26.

In conclusion, staff recommends the Board of Supervisors consider approving the MSA grant awards set forth in Exhibit A. If the Board approves of the recommendations, staff will return to the Board in July with written agreements that formalize these proposals and deliverables.

New MSA Proposals Recommended for Funding - Exhibit A					
Applicants		FY 23-24	FY 24-25	FY 25-26	Total Amount Recommended for Funding
Organization	Proposal Name				
Proposals Recommended for 100% of Funding Requested					
Cope Family Center	Feeding Families: Food Insecurity Support	\$37,500	\$37,500	\$37,500	\$112,500
Wayfinder Family Services	Emergency Needs for Napa Kinship Families	\$10,000	\$10,000	\$10,000	\$30,000
UpValley Family Centers of Napa County	UpValley Homeless Prevention Project	\$130,600	\$108,500		\$239,100
On The Move - VOICES Napa	VOICES Guaranteed Income for Foster Youth	\$65,000	\$130,000		\$195,000
On The Move - Napa County Recovery Center	Napa Housing Stability Initiative	\$100,079			\$100,079
Fair Housing Napa Valley	Homeless Prevention	\$125,000			\$125,000
Proposals Recommended for 95% of Funding Requested					
Planned Parenthood Northern California	Increasing Access to Sexually Transmitted Infection Care for Underserved Napa County Residents	\$96,250	\$96,328	\$96,282	\$288,860
OLE Health	OLE Health - Dental Care Coordination	\$71,734	\$71,734	\$71,734	\$215,202
Catholic Charities of the Diocese of Santa Rosa	Napa Nightingale	\$86,669	\$68,235	\$52,712	\$207,616
Puertas Abiertas Community Resource Center (PACRC)	Feeding our Families: PACRC/Napa Farmers Market Fruit and Veggies Bucks Program	\$42,750	\$42,750		\$85,500
Proposals Recommended for 90% of Funding Requested					
Saint Helena Hospital Foundation	Monthly Fresh Produce Distribution - Napa, St. Helena, Calistoga, and Senior Well-Being Program	\$90,000	\$90,000	\$90,000	\$270,000
Queen of the Valley Medical Center - Community Health Investment	RN Care Manager to support Enhanced Care Management Program for Complex Care Clients	\$110,523	\$114,944		\$225,467
Feeding It Forward	Food Recovery & Minimizing Food Insecurity	\$184,410			\$184,410
Abode Services	Abode Napa Housing Services Team Vehicle	\$58,614			\$58,614
Recommended Funding by Fiscal Year =		\$1,209,129	\$769,991	\$358,228	\$2,337,348

<b>Existing MSA Multi-Year Awards - Exhibit B</b> <b>(Existing Funding Commitments from the 2022 MSA Grant Process)</b>				
Organization	Proposal Name	Fiscal Year		Total Commitments
		23-24	24-25	
Catholic Charities	Jefferson Permanent Supportive Housing	\$33,185	\$34,180	\$67,365
Catholic Charities	Rainbow House Family Emergency Shelter	\$34,214	\$35,241	\$69,455
Collabria Care	Community-Based Health Home	\$140,548	\$144,765	\$285,313
Collabria Care	Information & Assistance (I&A) for Older Adults	\$133,564	\$138,664	\$272,228
Cope Family Center	Stabilization and Wrap-Around Services	\$120,000		\$120,000
Cope Family Center (Lead) UpValley Family Centers ParentsCan	Triple P	\$211,484		\$211,484
Molly's Angels	Senior Services Transport/Care Calls	\$83,412	\$87,582	\$170,994
NEWS	Domestic Violence Housing First	\$176,485	\$185,297	\$361,782
ParentsCan	Family Wellness Project	\$67,229		\$67,229
Share the Care	Share the Care Napa Valley Donation Center and Programs	\$50,000	\$50,000	\$100,000
<b>Total Commitments =</b>		<b><u>\$1,050,121</u></b>	<b><u>\$675,729</u></b>	<b><u>\$1,725,850</u></b>

# NAPA COUNTY'S ENHANCED TOBACCO MASTER SETTLEMENT AGREEMENT (MSA) FUNDING RECOMMENDATIONS

Presentation for Board of Supervisors

May 16, 2023



**NAPA COUNTY**  
Health & Human  
Services Agency



# MSA BACKGROUND

- For over two decades, the Board of Supervisors (Board) has made the County's MSA funding available to community-based providers to help support safety-net services
- The County has delegated management of the MSA grant process to Health and Human Services Agency (HHSA) since 2006
- The Board increased the amount of available funding for grant awards by \$1.0M for a 5-year period from FY 20-21 through FY 24-25 to \$2.1M annually (historically \$1.1M/year) and \$1.5M is set aside for FY 25-26 = \$12M over 6 years
- Per Board direction, resumed multi-year awards last year



# MSA GRANT PROCESS OVERVIEW

- Maximum Funding Available for “New” Awards = Approx. \$1.2M for FY 23-24, \$850K for FY 24-25, and \$600K for FY 25-26
- To Maximize Proposals/Awards – First Time – This Year’s MSA Process Leverages Other Categorical Funding Made Available Through a Coordinated Parallel Process
- MSA → for Housing Instability, Food Insecurity, and Physical Healthcare
  - *Mental Health Services Act (MHSA) → for Behavioral Healthcare (BH) - \$1.2M made available for FY 23-24 – Separate RFP Process Resulting in 7 BH Proposals Being Funded*
- Effectively doubling overall funding for grant awards



# FUNDING RECOMMENDATIONS OVERVIEW

- Result = 14 Proposals Recommended for Funding out of 14
  - @100% – 95% – 90% of Funding Requested
- Distribution Across All Three Categories:
  - Housing Instability=5, Food Insecurity=4, Physical Healthcare=4, Housing & Physical Healthcare=1
- “New” MSA Awards = > \$2.3M over 3 years (Exhibit A):
  - FY 23-24 = \$1,209,129
  - FY 24-25 = \$769,991
  - FY 25-26 = \$358,228





# EXISTING MSA GRANT AWARDS

## (MULTI-YEAR AWARDS MADE IN 2022)

- “Existing” Prior Multi-Year Grant Awards Continue @> \$1.7M:
  - FY 23-24 = \$1,050,121
  - FY 24-25 = \$675,729
- 10 Proposals; 8 Community-Based Organizations (Exhibit B)
- Across All Categories and Directed at Wide-Range of Populations



# MSA PROPOSALS

**Presentations (1 to 2 minutes) from the Organizations Representing  
the 14 Proposals Recommended for Funding**

**(in Alphabetical Order by Organization)**



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# MSA PROPOSALS

## Abode Services

*Scott Wagner, Director of Housing and Services*

### Proposal 1: Napa Housing Services Team Vehicle

Recommended Funding = FY 23-24 = \$58,614



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# MSA PROPOSALS

## Catholic Charities

*LaSette Sewell, Director – Funding Partnerships*

### Proposal 2: Napa Nightingale

Recommended Funding = \$207,616 (Multi-Year Award)

FY 23-24 = \$86,669

FY 24-25 = \$68,235

FY 25-26 = \$52,712



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# MSA PROPOSALS

Cope Family Center

*Colleen Masi, Program Director*

## Proposal 3: Feeding Families: Food Insecurity Support

Recommended Funding = \$112,500 (Multi-Year Award)

FY 23-24 = \$37,500

FY 24-25 = \$37,500

FY 25-26 = \$37,500



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# MSA PROPOSALS

Fair Housing Napa Valley

*Pablo Zatarain, Executive Director*

## Proposal 4: Homeless Prevention

Recommended Funding = FY 23-24 = \$125,000



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# MSA PROPOSALS

## Feeding it Forward

*David Busby, Executive Director & Sean Pramuk*

### Proposal 5: Food Recovery & Minimizing Food Insecurity

Recommended Funding = FY 23-24 = \$184,410



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# MSA PROPOSALS

## Ole Health

*Dr. Amin, Director of Dental Services & Martha Nichols, Grants Manager*

### Proposal 6: Dental Care Coordination

Recommended Funding = \$215,202 (Multi-Year Award)

FY 23-24 = \$71,734

FY 24-25 = \$71,734

FY 25-26 = \$71,734



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# MSA PROPOSALS

## On The Move

*Amber Twitchell, Associate Director & Odelia Bueno, ILP Coordinator*

### Proposal 7: VOICES Guaranteed Income Program\*

Recommended Funding = \$195,000 (Multi-Year Award)

FY 23-24 = \$65,000

FY 24-25 = \$130,000



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# MSA PROPOSALS

## On The Move

*Amber Twitchell, Associate Director & Maria Amezcua, Napa County Recovery Center  
Program Director*

### Proposal 8: Napa Housing Stability Initiative

Recommended Funding = FY 23-24 = \$100,079



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# MSA PROPOSALS

## Planned Parenthood

*Renee Marshall, Grants Manager*

### Proposal 9: Increasing Access to Sexually Transmitted Infection Care for Underserved Napa County Residents

Recommended Funding = \$288,860 (Multi-Year Award)

FY 23-24 = \$96,250

FY 24-25 = \$96,328

FY 25-26 = \$96,282



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# MSA PROPOSALS

Puertas Abiertas Community Resource Center (PACRC)

*Esmeralda Gil, Director of Administration/Operations*

Proposal 10: Feeding our Families: PACRC/Napa Farmers Market  
Fruit and Veggie Bucks Program

Recommended Funding = \$85,500 (Multi-Year Award)

FY 23-24 = \$42,750

FY 24-25 = \$42,750



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# MSA PROPOSALS

Queen of the Valley Medical Center – Community Health Investment

*Rebecca Webster, Corporate and Foundation Relations Officer*

*Aura Silva, CARE Network Manager*

Proposal 11: Enhanced Care Management Program for Complex Care Clients

Recommended Funding = \$225,467 (Multi-Year Award)

FY 23-24 = \$110,523

FY 24-25 = \$114,944



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# MSA PROPOSALS

Saint Helena Hospital Foundation

*Noemi Mauricio, RN, Clinical-Community Educator Supervisor*

**Proposal 12: Monthly Fresh Produce Distribution: Napa, St. Helena, Calistoga, and Senior Well-Being Program**

**Recommended Funding = \$270,000**

**FY 23-24 = \$90,000**

**FY 24-25 = \$90,000**

**FY 25-26 = \$90,000**



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# MSA PROPOSALS

UpValley Family Centers  
*Jenny Ocon, Executive Director*

## Proposal 13: Homeless Prevention Project

Recommended Funding = \$239,100 (Multi-Year Award)

FY 23-24 = \$130,600

FY 24-25 = \$108,500



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# MSA PROPOSALS

## Wayfinder Family Services

*Kimberly Lawrence, Kinship Support Program Supervisor*

### Proposal 14: Emergency Needs for Napa Kindship Families

Recommended Funding = \$30,000 (Multi-Year Award)

FY 23-24 = \$10,000

FY 24-25 = \$10,000

FY 25-26 = \$10,000





# CONCLUSION

Thank you to the Napa County Board of Supervisors  
for the Sustained Commitment of Discretionary Funding to Support  
Health and Well-Being in our Community & Innovation for a Parallel  
Award Process that Leverages Funding Opportunities  
*(i.e., 7 MHSA Awards to 6 Organizations: On The Move, Mentis, NEWS, Molly's  
Angels, Aldea, Napa Valley Educational Foundation)*

Thank you to HHSA Staff and Review Panels



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# CONCLUSION

Questions/Comments

Requested Action → Approve Funding Recommendations (Exhibit A)



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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0727

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director, Public Works  
**REPORT BY:** Steven Lederer, Director, Public Works  
**SUBJECT:** Request Board Direction on the Future of the Napa County Fairgrounds

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### **RECOMMENDATION**

SET MATTER 11:00 AM - Napa County Fairgrounds

Director of Public Works requests the Board receive a presentation regarding the Napa County Fairgrounds and provide staff direction as to next steps in determining the future use of the property.

### **EXECUTIVE SUMMARY**

In 2022, the County and the City of Calistoga (City) entered into a Purchase and Sale Agreement (PSA) to allow the City to purchase the Fairgrounds property from the County (\$225K/acre, \$15,885,000 total), contingent upon the City arranging sufficient financing. The City terminated the PSA in March of 2023, following a failed vote of the Calistoga residents to a financing measure that would have funded the purchase and improvement of the property.

Prior to entering the PSA with the City, staff believes the last Board direction was to commence the Surplus Lands Act (SLA) process to surplus the property for disposal. However, once Calistoga expressed interest in purchasing the entire property, the County relied on an exemption in the SLA that allows transfer of property between public agencies to be exempt from the SLA. Since that exemption is no longer applicable, if the Board desires to dispose of the property, through sale or long-term lease, the Board will need to either formally declare the property surplus under the SLA or declare it as exempt surplus land (assuming one of the SLA exemptions applies) as a first step.

Several potential options for the future of the property are provided below for the Board's consideration.

Consistent with past direction from the Board, staff recommends that the County take the initial steps to begin the SLA process and that staff return to the Board to consider a formal declaration of surplus property. Staff seeks Board direction as to whether to begin the SLA process, or to take a different action with the property.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	CEO
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Staff does not currently have direction from the Board as to the future of the Fairgrounds property. Such direction is needed to determine next steps for the property.
Is the general fund affected?	No
Future fiscal impact:	Future Fiscal impact is unclear until direction is given.
Consequences if not approved:	Further steps to dispose the property cannot be taken.
County Strategic Plan pillar addressed:	Effective and Open Government
Additional Information	None

### **ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: Not a project at this time. Depending on what direction the Board provides, CEQA will be addressed as needed.

### **BACKGROUND AND DISCUSSION**

In 2022, the County and the City of Calistoga entered into a PSA to allow the City to purchase the Fairgrounds property from the County, contingent upon the City being able to arrange for sufficient financing. In March of 2023, following a failed vote of the residents of Calistoga, the City terminated the PSA.

The Fairgrounds consists of approximately 70 acres of land and includes several structures (mostly in poor condition), a racetrack, many acres of green space (formerly a golf course), an RV park area, recycled water infrastructure (in poor condition), and potable water and wastewater infrastructure (which has not been operable for over three years and is in a “failed” condition). The Fairgrounds has been largely in a “closed” condition since 2020, with the exception of various revenue generating parking leases, and “hold over” leases with the Calistoga Art Center and the Calistoga Cares Food Bank. The Fairgrounds has also been used during various natural disaster emergencies over the years.

The County also has an agreement with the City requiring the County to provide for disposal of the City’s recycled water on the property. That agreement ends on December 31, 2024. Depending on what direction the

Board would like to take with the Fairgrounds, this agreement could be extended by 5-years, but staff recommends doing so only if the City is required to take over operation of the irrigation system, disposal of the recycled water, and mowing/maintenance of the irrigated grounds. The labor cost to manage the irrigation system and associated lands is a large expense for the County because the irrigation system is entirely manual and because frequent mowing is required and is dependent upon the irrigation schedule (i.e., mowing and irrigation must be closely coordinated). In addition, since the golf course no longer exists, the County does not benefit from this recycled water agreement. Over half (approximately 45 acres) of the property is used for wastewater disposal. The PSA provided for the County to recover monthly maintenance expenses of \$15,000 for the property, but with termination of the PSA, the County is continuing to absorb all of the maintenance and operation costs (an estimated \$300,000 per year).

Direction is also required to address another issue. Some years ago, David Abreu donated several items to the Fairgrounds, specifically for enhancement of the racetrack. Mr. Abreu has requested that he be able to retrieve the donated items. The items have no large resale value, but would be expensive to replace if the County would like to operate the racetrack in the future. If direction is provided to include a potential re-opening of the racetrack, then the request would be deferred. If there is no interest in a potential future racetrack, then Mr. Abreu would be provided an opportunity to recover the items. Thus, the County's future direction for the racetrack is also needed to inform the response to Mr. Abreu's request.

Following are potential options (listed in no particular order) the Board might consider giving direction to Staff to further investigate:

1. No action scenario:
  - a. Continue to hold the property in its current closed condition (no public, event, or other access, except for small, revenue generating activities such as parking leases and emergency response);
  - b. Maintain the same level of status quo maintenance as is currently being provided; and
  - c. Revisit this discussion in early 2024.
2. Park scenario:
  - a. Clear the property of all existing structures;
  - b. Maintain the property in its cleared condition (essentially a large grass field) until a future decision is made;
  - c. Potentially allow public access for passive (non-managed) uses;
  - d. Continue to allow parking for public benefit and some revenue generation.

3. City of Calistoga scenarios: (the City has previously expressed an interest in (a) but not (b) or (c))
  - a. Restart negotiations with the hope of selling the site at a reduced, even further below market, price; and/or
  - b. Carry the loan for the City;
  - c. Negotiate a long-term lease whereby the County gets revenue on our asset and the City operates the property at their cost; and through negotiations, the County would determine what uses would be allowed within the terms of the lease.
4. Modern, sustainable fairgrounds scenario:
  - a. Create a long-term partnership with a Concessionaire (similar to the arrangement with the Lake Berryessa resorts) to develop the property for community serving “Fairgrounds type uses”, such as:
    - i. Short term stays (RV, camping, hotel); and
    - ii. Public, Community, and Private Events (concerts, annual Fair, meetings and conferences, concerts, events, weddings, etc.).
  - b. Concessionaire would make significant investment in new facilities and infrastructure in return for profits and a long-term lease; County would receive a share of the revenue, and the community would have access to a modern fairgrounds and associated amenities.

The modern, sustainable fairgrounds scenario is complicated by the SLA. In addition to rescinding the prior surplus declaration, to potentially avoid triggering the SLA for a long-term lease/concessionaire agreement, the County would need to demonstrate that the property is necessary for the “County’s use” which is defined as “land that is being used or is planned to be used pursuant to a written plan adopted by the Board for County work or operations.” Since the property is currently not being used, the Board would need to adopt a written plan indicating the County work or operations intended to be developed on the site and the concessionaire/lease agreements would need to require that the property be developed for that County use and be consistent with the written plan. However, under the SLA, the County’s use cannot include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development. Property disposed of (e.g., sold or leased) for the sole purpose of investment or generation of revenue shall not be considered necessary for the agency’s use and is not exempt from the SLA. To the extent the “Fairground type uses” listed above are solely for generation of revenue, the SLA applies, and the County would need to go through the SLA process before entering into a lease/concessionaire agreement for those types of activities. If there is a mix of revenue generating/commercial and governmental type operations/uses, the County should seek an opinion from the California Department of Housing and Community Development (HCD) before proceeding with this option.

5. Surplus Lands Act (SLA) scenario (current direction from the Board):
  - a. SLA process would largely determine the disposition of the property. The property would first be formally declared either as surplus land or exempt surplus land. If it is determined to be exempt from the SLA,

a copy of the written findings supporting the exemption must be provided to HCD at least 30 days prior to the disposition.

b. If not exempt, the property would be made available for purchase by SLA qualified interested parties, such as an affordable home builder, or other developer. Development standards would occur under the City General Plan and zoning code.

c. Should an affordable housing developer, or other qualified interested party, come forward as part of the SLA process, good faith negotiations regarding price and terms of sale would be held for a minimum of 90-days when the Board could, if desired, negotiate a reduced purchase price or some form of housing subsidy to influence creation of more than the SLA required number of affordable units.

6. Hybrid scenario, involving a subset of one or more of the above options, such as:

a. Retain 6-10 acres for future County uses (perhaps an up-valley campus or a partnership with a non-profit providing services for the County). If this use is consistent with an adopted written plan indicating the County uses that would be developed on the site, it would likely be exempt from the SLA.

b. Sell a portion to the City (if they are interested and a price can be mutually negotiated).

c. If a portion is retained and/or sold to the City, begin the SLA process on the remainder and/or work with a concession on the remainder, this may occur in multiple parcels of varying sizes subject to the SLA process for commercial and revenue generating activities. (Staff would recommend a Master Plan be developed prior to dividing the parcel up. Also, staff believes that the Concession concept becomes impractical at less than 60 acres.).

d. Sell a portion (not to exceed 10 acres consistent with HCD requirements) specifically for affordable housing.

Staff recommends that the Board direct staff to continue with Option No. 5 and begin the SLA process.





CENTENNIAL CIRCLE

GRANT STREET

FAIRGROUNDS  
71+/- ACRES

NAPA RIVER

N OAK STREET

EXISTING LEASE PARCEL  
0.57+/- ACRES





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 5/16/2023

**File ID #:** 23-0861

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**TO:** Board of Supervisors  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Neha Hoskins, Clerk of the Board  
**SUBJECT:** PUBLIC EMPLOYEE PERFORMANCE EVALUATION

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### **RECOMMENDATION**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Interim County Executive Officer