

Napa County

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



Agenda - Final

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

Tuesday, June 6, 2023

9:00 AM

Board of Supervisors Chambers
1195 Third Street, Third Floor

Board of Supervisors

Joelle Gallagher, District 1

Ryan Gregory, District 2

Anne Cottrell, District 3

Alfredo Pedroza, District 4

Belia Ramos, District 5

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

www.countyofnapa.org

GENERAL INFORMATION

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

The agenda is divided into three sections:

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

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

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

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

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

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

ON A MATTER NOT ON THE AGENDA

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

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

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

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

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

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

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

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

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

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

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

1. CALL TO ORDER; ROLL CALL**2. PLEDGE OF ALLEGIANCE****3. APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the May 15, 2023, May 16, 2023, and May 30, 2023, regular and special meetings. [23-0974](#)

Attachments: [May 15, 2023](#)
[May 16, 2023](#)
[May 30, 2023](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Director of Human Resources to introduce new County employees. [23-0920](#)
- B. Presentation of a Proclamation to Kris Brown, Deputy Director of Health and Human Services Agency (HHSA) Comprehensive Services for Older Adults (CSOA), declaring June 2023 “Elder & Dependent Adult Abuse Awareness Month” in Napa County. [23-0845](#)
- C. Presentation of a Proclamation recognizing Garrett Buckland as the 2023 Napa Valley Grapegrowers “Grower of the Year”. [23-0870](#)

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**6. CONSENT ITEMS - SPECIAL DISTRICTS****Napa Berryessa Resort Improvement District**

- A. District Engineer requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190142B (NBRID) with Specialized Utility Services Program (SUSP) extending the term of the contract by one year, and increasing the amount by \$135,000 for a new maximum of \$447,553 for Fiscal Year 2022-2023 to provide continued operations, management, and maintenance services for the District's water and wastewater facilities through June 30, 2023. [23-0587](#)
- Attachments:** [Agreement](#)
- B. District Engineer requests the approval of Plans and Specifications for the Woodhaven Court - Sewer Lift Station Replacement Project, NB 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. [23-0828](#)

7. CONSENT ITEMS**Corrections**

- A. Director of Corrections requests the following: [23-0940](#)
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 Sonoma County Junior College District (Santa Rosa Junior College).

Attachments: [Inventory](#)

County Counsel

- B. County Counsel requests adoption of an Ordinance amending the Napa County Code as follows: [23-0938](#)
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](#)

County Executive Office

- C. Interim County Executive Officer requests approval of the following actions regarding the 2022-23 Grand Jury Final Reports: [23-0876](#)
1. Accept and file the 2022-2023 Grand Jury Final Reports: “Napa County Jail: Out with the Old, In with the New Serving Time in the Meantime” and “Napa County Volunteer Firefighters: Lack of Volunteers and Their Utilization Are Burning Issues”; and
 2. Direct the County Executive Officer to prepare responses to the Grand Jury Report as prescribed by Section 933 of the Penal Code.

Attachments: [Napa County Jail Final Report](#)
[Napa County Volunteer Firefighters Final Report](#)

- D.** Interim County Executive Officer requests the appointment of three new applicants to serve on the Napa County Library Commission. Aisha Nasir to represent American Canyon with a term ending on February 1, 2026, Molly Adams to represent City of Napa with a term ending on January 31, 2026, and Caroline Haythornwaite with a term ending on January 31, 2026, to represent Napa County. [23-0887](#)
- Attachments:** [Library Commission Memorandum](#)
[Haythornthwaite Application](#)
[City of Napa Minute Order](#)
[American Canyon Minute Order](#)
- E.** Interim County Executive Officer requests authorization for out of state travel for Supervisor Ryan Gregory and Supervisor Anne Cottrell to attend the National Association of Counties (NACo) 2023 Annual Conference in Austin, Texas from July 20, 2023 through July 24, 2023 at an estimated cost not to exceed \$3,500 each, to meet with federal officials regarding legislative matters related to Napa County. [23-0908](#)
- Attachments:** [2023 NACo Annual Conference Schedule](#)
- F.** Interim County Executive Officer requests authorization to sign Amendment No. 2 to Agreement No. 180072B with George Hills Co., Inc., for two years commencing July 1, 2023, with the option of three one-year extensions, for general liability claims administration in the amount of approximately \$50,000 annually. [23-0973](#)
- Attachments:** [Agreement](#)
- G.** Interim County Executive Officer requests the approval of a Budget Transfer increasing appropriations by \$200,000 in Central Services (1052000-52490), offset by a commensurate reduction the Appropriations for Contingency to process reimbursements according to the MOU with the Board of Law Library Trustees and the Superior Courts of California. (4/5 vote required) [23-0980](#)
- H.** Interim County Executive Officer requests authorization to sign Agreement No. 240008B with KNN Public Finance for one year commencing July 1, 2023, with four automatic one-year extensions to provide financial advisory services for approximately \$25,000 annually plus expenses. [23-0995](#)
- Attachments:** [Agreement](#)

- I.** Interim County Executive Officer requests the following actions regarding a loan to the Napa Berryessa Resort Improvement District (District) (4/5 vote required): [23-1003](#)

1. Adoption of a Resolution granting a loan in the amount of \$1,000,000 to the District and approving issuance of a note to borrow funds from the County of Napa for the purpose of providing supplemental funding of ongoing operations of the District's facilities and authorizing the Chair and Clerk of the Board to sign the note; and
2. Approval of a Budget Amendment increasing appropriations in Accumulated Capital Outlay from available fund balance to fund a loan to the District's Administration budget.

Attachments: [Resolution](#)
[Promissory Note](#)

County Fire Department

- J.** Deputy County Fire Chief requests approval of a Budget Transfer increasing appropriations in the Fire Administration (2100000-52520) Maintenance-Vehicles by \$354,027 with offsetting revenues coming from the General Fund non-departmental (1050000-56100) from a PG&E settlement from the 2017 wildfires. (4/5 vote required) [23-1039](#)

District Attorney

- K.** District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance document that authorizes the District Attorney to apply for and sign grant Subaward documents in the anticipated amount of \$202,545, with the California Office of Emergency Services for the term of January 1, 2024 through December 31, 2024 for the Violence Against Women Vertical Prosecution Program. [23-0960](#)

Attachments: [VV Program Certification of Assurance of Compliance](#)

Health and Human Services Agency

- L.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220354B with Napa County Office of Education (NCOE), for a new contract maximum of \$2,954,476 for the term July 1, 2022 through December 31, 2026, to expand mental health services for children and youth in Napa County schools. [23-0599](#)

Attachments: [Agreement](#)

- M.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 180221B with Jump Technology Services, LLC, to increase the annual contract maximum to \$20,735.36 for Fiscal Year 2023-2024, and each subsequent renewal, to provide case management software for HHSA's Comprehensive Services for Older Adults (CSOA) Adult Protective Services Program (APS). [23-0606](#)
- Attachments:** [Agreement](#)
- N.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200382B with Share the Care for a maximum amount of \$52,500 to extend the agreement through June 30, 2024 to provide tangible support services for HHSA's Comprehensive Services for Older Adults (CSOA) Adult Protective Services (APS) clients. [23-0784](#)
- Attachments:** [Agreement](#)
- O.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 200270B with Davis Guest Home, Inc., for a new contract maximum of \$2,500,000 for Fiscal Year 2022-2023, and each subsequent renewal, for board and care services. [23-0879](#)
- Attachments:** [Agreement](#)
- P.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170263B with SmithWaters Group for a new contract maximum of \$120,000 for Fiscal Year 2023-2024, and each subsequent renewal, as well as updates to Exhibit A (Scope of Work) and Exhibit B (Compensation), for the provision of mandated mental health Patients' Rights advocacy services. [23-0880](#)
- Attachments:** [Agreement](#)
- Q.** Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 190278B with Cope Family Center, Inc., for a new annual maximum of \$230,901 for Fiscal Year 2022-2023, and each subsequent renewal, and to amend both Exhibit A (Scope of Work) and Exhibit B (Compensation) to reflect the increased caseload and revised budget, in order to provide services to carry out California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP). [23-0912](#)
- Attachments:** [Agreement](#)

Human Resources – Division of CEO's Office

- R. Director of Human Resources requests adoption of a Resolution implementing a 3.25% cost of living adjustment for members of the Law Enforcement, Law Enforcement Supervisory, Public Service Employee, Public Service Employee Supervisory, Probation and Probation Supervisory bargaining units and Management and confidential employees, effective June 24, 2023, per the terms of the applicable Memorandums of Understanding. [23-0955](#)

Attachments: [Resolution](#)

Planning, Building and Environmental Services (PBES)

- S. Interim Director of Planning, Building and Environmental Services (PBES) requests adoption and approval for a temporary office closure Thursday, June 8, 2023, from 11:00 a.m. to 2:00 p.m. for a department-wide team building, professional development luncheon. [23-0937](#)

Probation

- T. Chief Probation Officer requests approval of and authorization for the Chair to sign Agreement No. 230379B with Veritas Assurance Group, Inc (Veritas) for the term June 1, 2023 through June 30, 2024, for a contract maximum of \$210,000 to provide review and analysis of the Probation Department's areas of risk exposure, equipment, training, tactics, and overall operation of the law enforcement functions. [23-0652](#)

Attachments: [Agreement](#)

- U. Chief Probation Officer requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 180047B with Davin's Interpreting Services, Inc. for a maximum of \$10,000 for the term July 1, 2023 through June 30, 2024 with a provision for two (2) automatic fiscal year renewals at the County's option, for American Sign Language interpretation and translation services for hearing impaired clients of the Probation Department. [23-0737](#)

Attachments: [Agreement](#)

Public Works

- V. Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230394B with KONE Inc., to provide professional elevator testing, maintenance, and repair services for an annual maximum of \$59,508 for routine services and \$25,000 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 \$63,024 for routine services and \$25,000 for non-routine services. [23-0730](#)

Attachments: [Agreement](#)

- W. Director of Public Works requests adoption of a Resolution approving the Fiscal Year 2023-2024 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). [23-0786](#)

Attachments: [Resolution](#)

- X. Director of Public Works requests approval for the following amendments to purchase and sale agreements, necessary for the “Chiles Pope Bridge Replacement Project”, RDS 15-23: [23-0810](#)
1. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230291B with Carter Randall Callahan and Lisa Michelle Cannon, as co-trustees of the Carter Callahan Living Trust, for the benefit of Carter R. Callahan, and others, (Assessor’s Parcel Number 025-440-002);
 2. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230292B with Raja Financial Corp., (Assessor’s Parcel Number 025-440-047); and
 3. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230293B with Julia Williams Hinshaw, (Assessor’s Parcel Number 025-440-003).

Attachments: [Callahan Agreement](#)
[Raja Agreement](#)
[Hinshaw Agreement](#)

- Y. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 5 to Space License Agreement No. 200398B with Calistoga Art Center to extend the term of the Agreement through June 30, 2024, with a monthly license fee of \$350 for use of the Cropp Building at the Napa County Fairgrounds as an Art Center. [23-0843](#)

Attachments: [Agreement](#)

- Z.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 4 to Space License Agreement No. 210198B with Calistoga Vines Lessee, Inc., dba Four Seasons Resort and Residences Napa Valley (Four Seasons), to amend the agreement to extend the term at the same monthly rental rate for employee parking. [23-0856](#)
- Attachments:** [Agreement](#)
- AA.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 230037B with HCI Services, Inc. to increase compensation for non-routine services by \$25,000 for a new maximum amount of \$120,000 in fiscal year 2022-23 and increase compensation for non-routine services by \$25,000 for a new maximum amount of \$50,000 in fiscal year 2023-24 to address critical maintenance and repairs of fire alarm systems at various County locations. [23-0898](#)
- Attachments:** [Agreement](#)
- AB.** Director of Public Works requests the approval of plans and specifications for the “Napa County Airport Terminal Area Redevelopment Phase One Project,” PW 23-29, 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. [23-0902](#)
- AC.** Director of Public Works requests adoption of a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective July 1, 2023, increasing hangar and storage room fees by 7.6% and amending hangar descriptions. [23-0906](#)
- Attachments:** [Resolution](#)
[Exhibit A Airport Fees 2023 \(Tracked\)](#)
[Exhibit B Airport Fees 2023 \(Clean\)](#)

- AD.** Director of Public Works requests the approval of the following actions regarding the Dry Creek Phase II Reconstruction RDS 23-17: [23-0929](#)
1. Award of Contract to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$813,970 for the Dry Creek Phase II Reconstruction RDS 23-17 and authorize the Chair to sign the construction contract; and:
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Creation of new Roads Capital Improvement Project 23030 (Fund 2040, Org 2040500) for Dry Creek Reconstruction Phase II Project;
 - b. Increase appropriations by \$1,207,764 in Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset by use of its available fund balance to fund Project 23030 (Fund 2040, Org 2040500, Project 23030, Object 48200); and
 - c. Increase appropriations by \$1,207,764 in Project 23030 (Fund 2040, Org 2040500, Project 23030, Object 52360) offset by a transfer-in revenue from ACO.

Attachments: [Budget Summary](#)

- AE.** Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Space License Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation (“Atlantic Aviation”), to add approximately 4,000 square feet of hangar space located in the 1950 Building at the Napa County Airport to be used for flight training purposes for \$1,540 per month effective July 1, 2023 through June 30, 2025, with rent deferred for two months to facilitate relocation, and terminating the existing license for Hangar 55. [23-0965](#)

Attachments: [Agreement](#)

- AF.** Director of Public Works requests approval of the following Budget Transfer for the purchase of 15 portable air conditioning units for 1127 First Street related to implementing contingency plans in preparation for summer (4/5 vote required): [23-0978](#)
1. Increase appropriation by \$75,000 in Accumulated Capital Outlay Fund (Fund 3000, Org 3000000, Object 56100) offset by the use of its available fund balance to fund the purchase of 15 portable AC units by Property Management Maintenance (Fund 4300, Org 4300000, Object 48200); and
 2. Increase appropriation by \$75,000 in Property Management Minor Equipment account (Fund 4300, Org 4300000, Object 53400) offset by transfer-in revenue from Accumulated Capital Outlay.

AG. Director of Public Works requests the following actions regarding the 2023 Berryessa Improvements Project, specifically for RDS 23-05 Spanish Flat Loop Road Resurfacing (4/5 vote required):

[23-0986](#)

1. Approval of and authorization for the Director of Public Works to sign contract change orders to the contract with Goodfellow Bros. for a maximum not to exceed amount of \$254,857 to respond to unexpected circumstances during construction at the Project;
2. Board adoption of the findings expanded upon in this Board item; namely that changed conditions exist and public bidding would not produce an advantage and would be inappropriate, impractical, and not in the County's best interest due to the circumstances discussed in this Board item;
3. Increase appropriations by \$254,856 in Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset using available fund balance to fund the Spanish Flat Loop Road Project (Fund 2040, Org 2040500, Project 23040, Object 48200); and
4. Increase appropriations by \$254,856 in Project 23040 (Fund 2040, Org 2040500, Project 23040, Object 52360) offset by a transfer-in revenue from ACO.

Attachments: [Updated Budget](#)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. PUBLIC COMMENT

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

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**Napa Berryessa Resort Improvement District**

- A. District Engineer requests the following actions as it relates to temporary loan of General Fund moneys to the Napa Berryessa Resort Improvement District (District) (4/5 vote required): [23-0932](#)
1. Approval of and authorization for the Chair to sign a letter requesting a temporary loan from Napa County pursuant to Government Code Section 25214.4 to provide funding for the operation of the water and wastewater facilities;
 2. Adoption of a Resolution approving the loan to provide funding for the operation of the water and wastewater facilities and authorizing the Chair to sign the Promissory Note - contingent upon approval of the loan from the Napa County Board of Supervisors; and
 3. Approval of a Budget Amendment appropriating \$400,000 in the Napa Berryessa Resort Improvement District Administration Budget for Fiscal Year (FY) 2022-23, by transferring a loan from the Accumulated Capital Outlay in the amount of \$1,000,000 - contingent upon approval of the loan by the Napa County Board of Supervisors.

Attachments: [Resolution](#)
[Promissory Note](#)
[Letter requesting loan](#)

11. ADMINISTRATIVE ITEMS**County Executive Office**

- A. Interim County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of May 16, 2023 and will request discussion and direction regarding language access reports prepared by COAD and Live Healthy Napa County. [23-0935](#)
- Attachments:** [Live Healthy Report](#)
[COAD Final Report](#)
[COAD Summary](#)
- B. Interim County Executive Officer requests the Board appoint two Supervisors to meet with two City of Calistoga Councilmembers to discuss disposition of the Calistoga Fairgrounds and appoint two Supervisors to meet with two City of Napa Councilmembers to discuss joint facility planning. [23-0949](#)
- C. Interim County Executive Officer requests discussion and direction regarding preparation of a Regional Climate Action Plan. [23-1014](#)

Treasurer-Tax Collector

- D.** Treasurer-Tax Collector requests the following regarding tax-defaulted properties: [23-0830](#)

1. Consideration of Resolution “A” approving the sale of sixty-five (65) tax-defaulted properties at public auction via the Internet, including authorization to re-offer any unsold parcels approved for public auction at a reduced minimum bid; and

2. Consideration of Resolution “B” approving the sale of forty-one (41) other tax-defaulted properties at public auction via the Internet, including authorization to re-offer any unsold parcels approved for public auction at a reduced minimum bid.

Attachments: [Resolution A](#)
[Resolution B](#)
[A - Parcel List and Minimum Bids \(65 parcels\)](#)
[B - Parcel List and Minimum Bids \(41 parcels\)](#)
[C - 2023 Auction Notification to State](#)
[Correction Memorandum \(added after the meeting\)](#)

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS**Napa County Housing Authority**

- A.** PUBLIC HEARING 9:30 AM - CSA 4 Assessment [23-0768](#)

Director of Housing and Homeless Services requests the following relating to County Service Area No. 4 (CSA 4) - Farmworker Housing:

1. Open Public Hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2023-2024; and
2. Close Public Hearing and adopt the Resolution authorizing and levying assessments for Fiscal Year 2023-2024 on qualifying property owners in the amount of \$13.00 per planted acre.

Attachments: [Resolution](#)

13. SET MATTERS OR PUBLIC HEARINGS**Agricultural Commissioner**

- A.** PUBLIC HEARING 9:00 AM - Winegrape Pest and Disease Control District [23-0702](#)
- Agricultural Commissioner/Sealer of Weights and Measures requests the following actions to the Napa County Winegrape Pest and Disease Control District (District):
1. Open Public Hearing to consider any objections or protests with respect to the assessments proposed for the District for Fiscal Year 2023-24; and
 2. Close Public Hearing and adopt a Resolution authorizing and levying assessments for Fiscal Year 2023-24 on qualifying properties in the District.
- Attachments:** [Resolution](#)

Planning, Building and Environmental Services (PBES)**B. PUBLIC HEARING 9:00 AM - Le Colline Appeal****[23-0788](#)**

Consideration and possible direction regarding an appeal filed by Center for Biological Diversity (Appellant) concerning the Le Colline Vineyard agricultural erosion control application (P14-00410-ECPA) submitted by Le Colline, LLC and Cold Springs, LLC (Applicant) to a decision made by the Designee of the Interim Director of the Planning, Building and Environmental Services (PBES) Department on March 24, 2023, to: (1) certify the Final EIR prepared for the Le Colline ECPA (P14-00410-ECPA); (2) adopt the findings required pursuant to the California Environmental Quality Act (CEQA) including, but not limited to, rejecting the Proposed Project, the No Project Alternative and the Reduced Intensity Alternative, finding the Increased Water Quality and Sensitive Habitat Protection Alternative as revised and as set forth in the FEIR (the Modified Project or the Water and Habitat Alternative) consistent with the Napa County General Plan; (3) adopt the Mitigation Monitoring and Reporting Program; (4) adopt the Modified Project Alternative and (5) approve ECPA No.

P14-00410-ECPA as revised to reflect the Modified Project, which generally consists of increased stream setbacks to avoid areas with relative higher biological value, and provide for greater wildlife movement. The project site is located on 88.3-acres south of the community of Angwin, on the east side of Howell Mountain Road and west of Cold Springs Road, within the unincorporated portion of Napa County (County) and zoned Agricultural Watershed (AW) and general plan designated Agricultural, Watershed and Open Space (AWOS) on Assessor's Parcel Numbers (APNs) 024-300-070, 024-300-071, 024-300-072, and 024-340-001.

(APPELLANT, APPLICANT AND STAFF REQUEST A
CONTINUANCE TO AUGUST 15, 2023, AT 9:00 A.M.)

Health and Human Services Agency

C. SET MATTER 9:35 AM - Emergency Medical Services (EMS) [23-0669](#)

Annual Presentations

Director of Health and Human Services Agency (HHSA) requests the Board receive the following presentations regarding Napa County EMS:

1. Presentation by Lois Husted, Chair of the Emergency Medical Care Committee ("EMCC"), to provide the EMCC Annual Report; and
2. Presentation by Shaun Vincent, EMS Administrator, to provide the local Emergency Medical Services 2022 calendar year annual update.

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

14. LEGISLATIVE ITEMS

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

18. CLOSED SESSION

A. SET MATTER 8:00 AM [23-0811](#)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

B. SET MATTER 8:00 AM [23-1006](#)

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

C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [23-1007](#)

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (1 matter)

D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8) [23-1008](#)

Property: 6235 Dry Creek Road, Napa, California (APN 027-330-015)

Agency Negotiator: Steven Lederer, Director of Public Works

Negotiating Parties: Napa County and Christopher and Michelle Marusich (The Marusich Family

Revocable Trust)

Under Negotiation: [X] Price [X] Terms of Payment

19. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, MONDAY, JUNE 12, 2023 AT 1:30 PM.**

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, JUNE 2, 2023 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0974

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

RECOMMENDATION

Clerk of the Board requests approval of minutes from the May 15, 2023, May 16, 2023, and May 30, 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 15, 2023, May 16, 2023, and May 30, 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

Monday, May 15, 2023

2:15 PM

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

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**

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))
Title: County Executive Officer

[23-0860](#)

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

Tuesday, May 16, 2023

9:00 AM

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

***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

Jacob Maiden led the assembly in the 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](#)

Motion Text: Approve the Minutes.

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

Recusals: None

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of colors by Napa County Sheriff Honor Guard.

[23-0881](#)

Napa County Sheriff Honor Guard made presentation.

- 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](#)

Chair Belia Ramos presented the proclamation to Sheriff Oscar Ortiz.

Sheriff Oscar Ortiz made a presentation.

California Highway Patrol Captain McClellin made a presentation.

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

Director Christine Briceño introduced the new County of Napa Employees.

- 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](#)

Chair Belia Ramos presented the proclamation to Deputy Director of Health and Human Services Agency (HHSA Self-Sufficiency Services Division Lynn Perez.

Deputy Director of Health and Human Services Agency (HHSA) Self-Sufficiency Services Division Lynn Perez made a presentation.

- 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](#)

Chair Belia Ramos presented the proclamation to Fire Chief Mike Marcucci, Chief Brian Ham, Battalion Chief JC Greenberg, and Napa Communities Firewise Foundation Chair Christopher Thompson.

Fire Chief Mike Marcucci made a presentation.

Napa Communities Firewise Foundation Chair Christopher Thompson made a presentation.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

None

6. CONSENT ITEMS - SPECIAL DISTRICTS

Motion Text: Approve the Special Districts Consent Calendar.

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

Recusals: None

Result: Passed

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

Enactment No: R-2023-01 (NCHA)

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](#)
- Enactment No: A-190141B Amend. 3 (LBRID)**
- 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](#)

Enactment No: A-230381B (LBRID)

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](#)

Enactment No: A-230118B Amend. 1 (MPCD)

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](#)

Enactment No: A-230085B Amend. 2 (SCSD)

7. CONSENT ITEMS

Motion Text: Approve the Consent Calendar as amended.

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

Recusals: None

Result: Passed

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](#)

Enactment No: R-2023-62

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](#)
- 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](#)
- 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](#)
- 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](#)
- 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](#)

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).
- Enactment No: A-210364B Amend. 3**
- 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 Rimón 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](#)
- Enactment No: A-210390B Amend. 2**

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](#)
- Enactment No: R-2023-63; A-230422B**
- 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](#)
- Enactment No: A-180086B Amend. 1**
- 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](#)
- 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](#)

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](#)

Enactment No: A-180001B Amend. 3

- 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](#)

Enactment No: A-210376B Amend. 2

- 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](#)

Enactment No: A-220165B Amend. 2

- 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](#)

Enactment No: A-170846B Amend. 3

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 a farmworker needs assessment. [23-0710](#)

Enactment No: A-230401B

- 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](#)

Item 7S removed for discussion. See Item 8.

Enactment No: R-2023-64

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](#)

Enactment No: A-220215B Amend. 1

- 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](#)

Enactment No: A-230412B

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.

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.

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.

Enactment No: R-2023-65

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](#)

Enactment No: A-230409B

- 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](#)

Enactment No: A-180309B Amend. 4

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.

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.

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](#)

Enactment No: A-170684B Amend. 3

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.

Item 7AD removed for discussion. See Item 8.

Enactment No: A-230400B

- 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.
- Enactment No: A-230392B**
- 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.
- Enactment No: A-230411B**
- 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](#)
- Enactment No: A-170474B Amend. 5**
- 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](#)
- 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.
- AM. 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) [23-0829](#)
- 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](#)
- Item 7AN removed for discussion. See Item 8.**
- 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](#)
- Enactment No: R-2023-66**

- 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](#)

Enactment No: R-2023-67

Sheriff

- AQ. 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.

[23-0806](#)

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](#)

Enactment No: R-2023-68

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 7S

Supervisor Joelle Gallagher made presentation.

Director of Housing and Homeless Services Jennifer Palmer made presentation.

One (1) person spoke during public comment.

Discussion held.

Motion Text: Adopt the Resolution.

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

Recusals: None

Result: Passed

- 7AD

Supervisor Joelle Gallagher made presentation.

Director of Public Works Steven Lederer and Deputy Director of Public Works Juan Arias made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text: Approve the requested actions.

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

Recusals: None

Result: Passed

-7AN

Interim County Executive Officer David Morrison made presentation.

One (1) person spoke during public comment.

Discussion held.

Motion Text: Approve the request for reconsideration.

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

Recusals: None

Result: Passed

Motion Text: Approve the request for continuance to the May 30, 2023, Board of Supervisors Meeting.
Voting Yes: Pedroza, Gregory, Cottrell, Gallagher, and Ramos
Recusals: None
Result: Passed

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, 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.

Staff Assistant Jesus Tijero made presentation.

Arts Council President and CEO Chris DeNatale made presentation.

Discussion held.

Motion Text: Approve the requested actions:
Voting Yes: Gregory, Cottrell, Gallagher, Pedroza, and Ramos
Recusals: None
Result: Passed

- 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.

Assistant County Executive Officer Rebecca Craig made presentation.

Discussion held.

Direction provided to staff.

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](#)

Item continued to a future date.

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.

Director of Library Services and Community Outreach Anthony Halstead made presentation.

One (1) person spoke during public comment.

Discussion held.

Motion Text: Approve the requested actions.

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

Recusals: None

Result: Passed

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.

County Counsel Sheryl Bratton stated the actions in the Recommendation in the staff report were correct but reference to opening and closing a public hearing in the Executive Summary of the staff report was incorrect.

Director of Public Works Steven Lederer made presentation.

Discussion held.

Motion Text:	Approve the requested actions.
Voting Yes:	Cottrell, Gregory, Gallagher, Pedroza, and Ramos
Recusals:	None
Result:	Passed
Enactment No:	R-2023-69

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.

Chair Belia Ramos opened the public hearing.

District Engineer Chris Silke made presentation.

Chair Belia Ramos closed the public hearing.

Motion Text: Approve the requested actions.

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

Recusals: None

Result: Passed

Enactment No: R-2023-01 (NBRID)

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.

Chair Belia Ramos opened the public hearing.

Director of Public Works Steven Lederer made presentation.

Chair Belia Ramos closed the public hearing.

Motion Text:	Approve the requested actions.
Voting Yes:	Pedroza, Cottrell, Gallagher, Gregory, and Ramos
Recusals:	None
Result:	Passed

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.

Napa Communities Firewise Foundation Chair Christopher Thompson made presentation.

One (1) person spoke during public comment.

Discussion held.

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).

Chair Belia Ramos opened the public hearing.

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

Chair Belia Ramos opened the public hearing.

Motion Text: Approve the requested actions.

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

Recusals: None

Result: Passed

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.

Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland made presentation.

Napa County Farm Bureau President Peter Nissen made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

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.

Supervisors Alfredo Pedroza and Ryan Gregory recused themselves from discussions of awarding the Ole Health grant due to their respective relationships with employees of Ole Health. Supervisors Pedroza and Gregory left the Board Chambers.

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

Abode Services Director of Housing and Services Scott Wagner made presentation.

Catholic Charities Director of Funding Partnerships LaSette Sewell and Deputy Director Dan Madden made presentation.

Cope Family Center Program Director Colleen Masi made presentation.

Fair Housing Napa Valley Executive Director Pablo Zatarain made presentation.

Feeding It Forward Executive Director David Busby made presentation.

Ole Health Director of Dental Services Dr. Aisha and Grants Manager Martha Nichols made presentation.

On The Move Associate Director Amber Twitchell and ILP Coordinator Odelia Bueno made presentation.

On The Move Associate Director Amber Twitchell and Napa County Recovery Center Program Director Maria Amezcua made presentation.

Planned Parenthood Grants Manager Renee Marshall made presentation.

Puertas Abiertas Community Resource Center Director of Administration/Operations Esmeralda Gil and Board Member of Napa Farmers Market Wendy Moore made presentation.

Queen of the Valley Medical Center - Community Health Investment Corporate and Foundation Relations Officer Rebecca Webster and CARE Network Manager Aura Silva made presentation.

St. Helena Hospital Foundation Clinical-Community Educator Supervisor, RN, Noemi Mauricio made presentation.

UpValley Family Centers Executive Director Jenny Ocon made presentation.

Wayfinder Family Services Kinship Support Program Supervisor Kimberly Lawrence made presentation.

Discussion held.

Motion Text: Approval of the Ole Health grant award.

Voting Yes: Cottrell, Gallagher, and Ramos

Absent/Recusal: Gregory, and Pedroza

Result: Passed

Supervisors Pedroza and Gregory returned to the Board Chambers.

**Motion Text: Approval of the grant awards excluding
Ole Health.**

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

Recusals: None

Result: Passed

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.

Director of Public Works Steven Lederer made presentation.

Eight (8) People spoke during public comment.

Discussion held.

Direction provided to staff.

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Anne Cottrell reported on the upcoming Climate Summit on May 24, 2023, at 9:00 a.m. at the Napa Valley Community College.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Chair Belia Ramos reported on the 2x2 for the Calistoga Fairgrounds and a meeting with the City of Napa on the shared site buildings.

Interim County Executive Officer David Morrison reported on the continuance of the Tyler Munis presentation to the next regularly scheduled Board of Supervisors meeting on June 6, 2023, and to receive a presentation on the regional Climate Action Plan funding and the board will reconsider the Drought Emergency Resolution at the Board of Supervisors Special meeting on May 30, 2023. Lastly, Morrison reported on a tentatively scheduled Strategic Plan Meeting on May 31, 2023.

Supervisor Joelle Gallagher requested an update on the Language Access Plan in coordination with Community Organizations Active in Disasters (COAD), information on the Language Access research report from Live Healthy Napa County with a coordinated presentation. Gallagher also requested a potential review and update on the Joint City/County Underwriting Guidelines for affordable housing be agendized at a future meeting.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Interim County Executive Officer

[23-0861](#)

Closed Session held. No reportable action.

19. ADJOURNMENT

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

Tuesday, May 30, 2023

9:00 AM

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

***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

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

County Executive Office

- A. Interim County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution (see Attachment 1) terminating the State of Local Emergency due to drought conditions that are occurring in Napa County. (CONTINUED FROM MAY 16, 2023)

[23-0913](#)

Interim County Executive Officer David Morrison made presentation.

Motion Text: Approve requested actions.

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

Recusals: None

Result: Passed

Enactment No: R-2023-70

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. (i) PUBLIC EMPLOYEE APPOINTMENT

[23-0961](#)

(Government Code Section 54957(b)(1))

Title: County Executive Officer

(ii) CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54957.6)

Agency Representative: Human Resources Director

Unrepresented Employee: County Executive Officer

Closed Session held. No reportable action.

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,
JUNE 6, 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
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0920

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

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0845

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 Proclamation declaring June 2023 as “Elder & Dependent Adult Abuse Awareness Month”

RECOMMENDATION

Presentation of a Proclamation to Kris Brown, Deputy Director of Health and Human Services Agency (HHSA) Comprehensive Services for Older Adults (CSOA), declaring June 2023 “Elder & Dependent Adult Abuse Awareness Month” in Napa County.

EXECUTIVE SUMMARY

This proclamation serves to raise awareness that everyone plays a role in ensuring that proper community and societal connections exist which can reduce and even prevent abuse of older and dependent adults.

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

In 2018, California State Legislature proclaimed the month of June “Elder & Dependent Adult Abuse Awareness Month,” and every June thereafter. Additionally, the specific day of June 15th is recognized

internationally as “World Elder Abuse Awareness Day,” which was first established in 2006 to raise awareness of elder and dependent adult abuse and to promote better understanding of the cultural, social, economic, and demographic issues that may contribute to the growing incidence of such abuse around the globe. Throughout the world, abuse and neglect of elder and dependent adults remains under-recognized. No community or country in the world is immune from this social problem. Abuse and neglect of older and dependent adults is a complex and multifaceted problem that includes many different types of harms that occur in a myriad of settings. Proclaiming June 2023 as "Elder & Dependent Adult Abuse Awareness Month" raises awareness of this often-unspoken problem and encourages every resident to report suspected abuse and neglect to protect the older and dependent adults in our community.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0870

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 recognizing the 2023 Napa Valley Grapegrowers "Grower of the Year"

RECOMMENDATION

Presentation of a Proclamation recognizing Garrett Buckland as the 2023 Napa Valley Grapegrowers "Grower of the Year".

EXECUTIVE SUMMARY

Each year the Napa Valley Grapegrowers (NVG) presents the Grower of the Year Award to a vineyard owner or manager who exemplifies leadership and innovation, a strong commitment to sustainable practices, recognized leadership in agricultural preservation, dedicated community focus and contributions to the Napa Valley community, and someone who actively promotes Napa's reputation for the highest quality vineyards; the 2023 honoree is Viticultural Consultant, and Partner of Premiere Viticultural Services, Garrett Buckland

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

Garrett Buckland has been honored with the 2023 Napa Valley Grower of the Year award. Buckland is a partner at Premiere Viticultural Services, a vineyard consulting company based in Napa.

As an active member of the Napa Valley Grapegrowers, for over 10 years he has served on the board of directors in various roles, including past president, vice president, and treasurer, and in 2011, when NVG founded the Napa Valley Farmworker Foundation. However, his community service goes well-beyond the Napa Valley Grapegrowers. He serves on the Groundwater Sustainability Plan Advisory Committee, volunteers for the Napa Resources Conservations District, where he surveyed Huichica Creek, Dry Creek, and Sulphur Creek, sits on the Clean Plant Material Advisory Board, is past president of the Napa Valley Vit Tech Group, is past conference chair of the Association of Applied IPM Ecologists, and worked on the Napa River Historical Ecology Project. He is a passionate advocate for sustainable farming and has successfully converted over 500 acres of vineyards from conventional to organic farming.

In 2002, Buckland and Steve Matthiasson joined forces to create Premiere Viticultural Services. As a partner of the business, Garrett works with landowners in the development of their properties. His goal is to help them advance farming practices and works with winemakers to elevate wine quality. Garrett has published dozens of articles to the Napa Valley Register, plus viticultural best practices papers for the Napa Valley Grapegrowers, and is often cited for television, print, and radio regarding the growing season.

Buckland was born and raised in the Napa Valley. He continues to dedicate his career to pursuing viticultural excellence, and is a vocal advocate for agriculture, the Napa Valley Grapegrowers, and the Napa Valley as a whole.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0587

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Annamaria Martinez, Assistant Engineer
SUBJECT: Amendment No. 3 to Agreement No. 190142B (NBRID) with SUSP for Operations & Maintenance Services

RECOMMENDATION

District Engineer requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190142B (NBRID) with Specialized Utility Services Program (SUSP) extending the term of the contract by one year, and increasing the amount by \$135,000 for a new maximum of \$447,553 for Fiscal Year 2022-2023 to provide continued operations, management, and maintenance services for the District's water and wastewater facilities through June 30, 2023.

EXECUTIVE SUMMARY

Board approval of Amendment No.3 to Agreement No. 190142B (NBRID) with SUSP will extend the term of the contract by one year and increase the contract amount by \$135,000 to cover unanticipated non-scheduled work for a new maximum of \$447,553 for Fiscal Year 2022-2023, which will allow SUSP to continue operating the District's water and wastewater facilities through June 30, 2023. The contract will only be presented to the Chair for signature if the Napa County Board of Supervisors approves a loan to the District to allow us to fund this contract. The loan request is on the Napa County Board of Supervisors agenda for potential action today.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Napa Berryessa Resort Improvement District Admin Budget Fund: 5240, Organization: 5240000
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Due to extensive operator overtime and repair supplies needed in response to winter storms and unexpected equipment failures, 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. 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:	The recommended increase in compensation is for the current fiscal year only.
Consequences if not approved:	Without the approval of the Amendment, NBRID 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: 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

NBRID 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 1 and 2 of the Berryessa Highlands and the Oakridge 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 when their proposal to provide OM&M services was selected as the most responsive to an RFP/Q published in July 2018. Two Contractors submitted proposals and SUSP was 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 \$267,292 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. 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 2020-2021, including the non-scheduled work allowance, was \$297,238.

Amendment No. 1, approved on May 18, 2021, increased the amount of the contract by \$40,000 for fiscal year 2020-21, to compensate SUSP for additional non-scheduled oversight of the water and wastewater systems after the August 2020 LNU Lightning Complex Wildfires burned through the community, destroying over 100 homes and damaging water and sewer infrastructure owned by the District.

Amendment No. 2, approved on April 19, 2022, increased the amount of the contract by \$20,000 for fiscal year 2021-22, to compensate SUSP for additional non-scheduled oversight of the water and wastewater systems to correct multiple process and control malfunctions at both the water and wastewater plants between July 2021 and December 2021.

For the current fiscal year, process and control issues continued to plague the water and wastewater treatment plants in the first half of the fiscal year, and between December 2022 and March 2023, multiple atmospheric river storms overwhelmed the District's treatment systems, requiring extensive overtime and supplies to maintain service to District customers. 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 continued operations and maintenance activities at District's facilities through the end of the fiscal year.

Amendment No. 3 includes funds to cover the non-scheduled work between July 2022 and March 2023 and funds to cover the monthly OM&M charge and potential non-scheduled work for the remaining months in the fiscal year, or approximately \$135,000. 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 through this Amendment by one year. District staff will issue the RFP document in early 2024 with intent to award a new operations and maintenance contract commencing on July 1, 2024.

Board approval of Amendment No. 3 to Agreement No. 190142B (NBRID) with SUSP will extend the term of the Agreement by one year and will increase the contract amount by \$135,000 to cover unanticipated non-scheduled work for a new maximum of \$447,553 for Fiscal Year 2022-2023 and will allow SUSP to continue operating the District's facilities through June 30, 2023. Approval of the Amendment is contingent upon approval of a loan request to the Napa County Board of Supervisors.

SUSP is not a local vendor.

**AMENDMENT NO. 3 TO NAPA BERRYESSA RESORT
IMPROVEMENT DISTRICT AGREEMENT NO. 190142B (NBRID)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT AGREEMENT NO. 190142B (NBRID) is made and entered into effective as of the 6th day of June, 2023, by and between the NAPA 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 190142B (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 through the Berryessa Highlands community destroying over 100 homes and 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 \$20,000 for Fiscal Year 2021-22, to compensate CONTRACTOR for additional non-scheduled oversight of the water and wastewater systems required as a result of multiple process and control malfunctions at the water and wastewater treatment plants; and

WHEREAS, due to equipment and pipe failures in the water distribution and sewer collection systems, and process and control malfunctions at the water and wastewater treatment facilities during the heavy periods of rainfall spanning December 2022 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 \$135,000 to pay CONTRACTOR for the additional OM&M costs incurred, or will incur, 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 NBRID Agreement No. 190142B 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-Two Thousand Two Hundred Seventy Four Dollars and Thirty-Eight Cents (\$22,274.38), 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 Thousand Four Hundred Sixty-Nine Dollars and Thirty-Eight Cents (\$200,469.38), and Two Hundred Sixty-Seven Thousand Two Hundred Nine-Two Dollars and Fifty-Six Cents (\$267,292.56) 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 2022-2023, the maximum payment in Fiscal Year 2020-2021 shall not exceed Three Hundred Thirty-Two Thousand One Hundred Fifty-Nine Dollars (\$332,159.00), the maximum payment in Fiscal Year 2021-2022 shall not exceed Three Hundred Seventeen Thousand Two Hundred

Thirty-Eight Dollars (\$317,238.00), and the maximum payment in Fiscal Year 2022-2023 shall not exceed Four Hundred Forty-Seven Thousand Five Hundred Fifty Three Dollars (\$447,553).

(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, the Twenty Thousand Dollars (\$20,000) added to the maximum compensation in Fiscal Year 2021-2022 in Amendment No. 2, and the One Hundred Thirty-Five Thousand Dollars (\$135,000) added to the maximum compensation in Fiscal Year 2022-2023 in this Amendment No. 3.

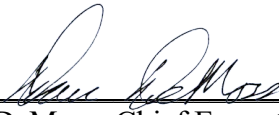
3. This Amendment No. 3 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment 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 NBRID Agreement No. 190142B (NBRID) is executed by the Napa 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

NAPA 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 14, 2023</u> PL Doc. No. 89366</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA 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: 6/6/2023

File ID #: 23-0828

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Ross Murphy, Assistant Engineer
SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for Woodhaven Court - Sewer Lift Station Replacement Project, NB 22-03.

RECOMMENDATION

District Engineer requests the approval of Plans and Specifications for the Woodhaven Court - Sewer Lift Station Replacement Project, NB 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 January 10, 2023 the Board authorized the transfer of \$100,000 from the 2020 Lightning Fire Complex (Fund 1000, Org 1058006, Object 56100) to Project 23032 -Woodhaven Lift Station budget (Fund 5240, Org 5240500, Project 23032, Object 52360) for design of the replacement sewer lift station located at Woodhaven Court.

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?	Napa Berryessa Resort Improvement District Capital Budget - Fund 5240, Org 5240500, Project 23032 Object 52360
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Replacement of the destroyed sewer lift station on Woodhaven Ct. is necessary for the District to be able to collect raw sewage from the properties on Woodhaven Ct. that are currently rebuilding, or that will be developed in the future. There is no alternative public sewer access for these homes.
Is the general fund affected?	No
Future fiscal impact:	Construction of a new sewer lift station will provide greater opportunity for homes to be rebuilt and new service connections.
Consequences if not approved:	Replacement of the Woodhaven Ct. Lift Station will not be constructed and the District will not be able to move the project forward. Customers wishing to rebuild will have no direct access to public sewer and additional costs may be incurred by the District and customers to find an alternative method for collecting sewer from Woodhaven Ct.
County Strategic Plan pillar addressed:	Effective and Open Government

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 Napa Berryessa Resort Improvement District (“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 provisions of water and sewer service in an unincorporated portion of the County of Napa. The District provides water and sewer service to the Berryessa Highlands and Oakridge Estates communities.

On August 19, 2020, the LNU Lightning Fire Complex burned through the community, destroying over 100 homes and damaging or destroying critical elements of infrastructure needed to operate the water and wastewater facilities, including the complete loss of Woodhaven Court Sewer Lift Station. On 1/10/2023 the Board approved \$100,000 to be transferred from the District’s insurance settlement to the Woodhaven Court Sewer Lift Station Replacement Project (Project) for the preparation and completion of Project plans and specifications. Additional budget from the insurance settlement fund will be requested at the time of construction contract award to ensure construction costs are fully funded - including costs for construction inspection, project administration, and miscellaneous material acquisitions as needed.

The original sewer lift station was a 3,800 gallon steel tank with two - 5 horsepower pumps which served 15 parcels. The new precast concrete sewer lift station is proposed to hold 6,750 gallons of sewage and operate two - 3 horsepower pumps to serve the same 15 parcels. The system shall also incorporate a new control panel that has the ability to send system and sewage level alerts to operators through email and phone messaging,

allowing the District to have a decreased reaction time to system failures. The lift station shall be installed at the same location as the previous lift station to connect to existing sewer force and gravity mainlines. Additional project components include privacy fencing, steel bollards for protection, and appurtenances to connect the new lift station to existing mainline piping.

The newly designed sewer lift station has increased capacity, lower horsepower pumps, and state of the art alarm system; 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 the District Engineer pursuant to Section 20150.8 of the Public Contract Code.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0940

TO: Board of Supervisors
FROM: Dina Jose, Director of Corrections
REPORT BY: Sue Kuss, Staff Services Manager
SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

Director of Corrections 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 Sonoma County Junior College District (Santa Rosa Junior College).

EXECUTIVE SUMMARY

The Department of Corrections has accumulated certain surplus cell extraction equipment which no longer meets the Department's equipment requirements but still has 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, community college districts, 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 is to donate helmets, vests, knee and elbow pads for classroom instruction by Sonoma County Junior College District (Santa Rosa Junior College), which meets the requirements of Government Code Section 25372.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted?

No

Where is it budgeted?

Replacement cell extraction equipment was purchased from 140001- 53620.

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

Department would like to donate equipment to an entity that can utilize it rather than landfilling it.

Is the general fund affected?

No

Future fiscal impact:

None

Consequences if not approved:

Equipment will be landfilled.

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 15738 (State of CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Department of Corrections periodically replaces equipment worn by correctional officers in cell extraction situations. Much of the equipment that is being donated was purchased in 1994 and doesn't provide enough protective value in real life jail scenarios. However, the Santa Rosa Junior College Public Safety Center, which trains public safety employees, believes this equipment is adequate for training purposes.

A list of items to be donated is attached.

NAPA COUNTY DEPARTMENT OF CORRECTIONS
ITEMS TO BE DONATED TO SANTA ROSA JUNIOR COLLEGE PUBLIC SAFETY CENTER

Helmets

L/XL- x11

M- x1

S- x3

TOTAL HELMETS BEING DONATED- 15

Protective Vests

L- x11

XL- x5

XXL- x5

XXXL- x4

TOTAL PROTECTIVE VESTS BEING DONATED- 25

Knee/Shin Guards (pair)

L- x3

XL- x7

TOTAL KNEE/SHIN GUARDS BEING DONATED- 10

Elbow Pads (pair)

One size fits all- x5

S- x1

M-x1

L-x3

TOTAL ELBOW PADS BEING DONATED- 10



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0938

TO: Board of Supervisors
FROM: Sheryl Bratton, County Counsel
REPORT BY: Laura Anderson, Deputy County Counsel
SUBJECT: Adoption of Ordinance Amending Napa County Municipal Code

RECOMMENDATION

County Counsel requests adoption of an Ordinance amending the Napa County 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

On May 16, 2023, the Board of Supervisors introduced 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 Code to correct minor inconsistencies in the code related to previous ordinance amendments. The Board unanimously passed a motion of intent to adopt the proposed Ordinance. This consent calendar item requests that the Board take final action adopting the Ordinance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	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 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 has been 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 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. 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 has been amended 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 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.

Attached for reference is the final version of the Ordinance.

Recommendation:

County Counsel and staff recommend adoption of the Ordinance.

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 16th day of May, 2023, and

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passed at a regular meeting of the Napa County Board of Supervisors, State of California,
held on the 6th day of June, 2023, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____

ABSTAIN:	SUPERVISORS	_____

ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the
State of California

BELIA RAMOS, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> County Counsel</p> <p>By: <u>/s/ Meredith Trueblood</u> Code Services</p> <p>Date: May 17, 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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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

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NAPA, CA 94559
www.countyofnapa.org
Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0876

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Daniel Sanchez, Senior Management Analyst
SUBJECT: 2022-23 Grand Jury Reports

RECOMMENDATION

Interim County Executive Officer requests approval of the following actions regarding the 2022-23 Grand Jury Final Reports:

1. Accept and file the 2022-2023 Grand Jury Final Reports: "Napa County Jail: Out with the Old, In with the New Serving Time in the Meantime" and "Napa County Volunteer Firefighters: Lack of Volunteers and Their Utilization Are Burning Issues"; and
2. Direct the County Executive Officer to prepare responses to the Grand Jury Report as prescribed by Section 933 of the Penal Code.

EXECUTIVE SUMMARY

The County has received the following reports from the Grand Jury:

"Napa County Jail: Out with the Old, In with the New Serving Time in the Meantime" and "Napa County Volunteer Firefighters: Lack of Volunteers and Their Utilization Are Burning Issues."

Staff will recommend responses to the Board within the mandated 90-day time period. Copies of the reports are on file with the Clerk of the Board within the mandated 90-day time period. Copies of the reports are on file with the Clerk of the Board or may be accessible online through the Napa County Superior Court's website.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	Click or tap here to enter text.
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	Click or tap here to enter text.
Is the general fund affected?	No
Future fiscal impact:	Click or tap here to enter text.
Consequences if not approved:	Click or tap here to enter text.
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 projected as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and is not CEQA applicable.

BACKGROUND AND DISCUSSION

The primary function of the Grand Jury is to examine all areas of local government: county, city, school districts and special districts. The Civil Grand Jury in Napa County conducts non-criminal investigations to ensure that government funds are judiciously used, services are effectively delivered and that all accounts are property audited. County staff will draft responses to the following reports for the Board's approval.

The Final Reports, "Napa County Jail: Out with the Old, In with the New Serving Time in the Meantime" and Napa County Volunteer Firefighters: Lack of Volunteers and Their Utilization Are Burning Issues" were received on April 26, 2023. Responses to the Grand Jury's findings and recommendations contained within the report are due to the Presiding Judge by July 25, 2023 and will be presenting to the Board of Supervisors for approval no later than July 18, 2023.



NAPA COUNTY GRAND JURY 2022-2023

FINAL REPORT
April 26, 2023

NAPA COUNTY JAIL
Out With the Old, In With the New
Serving Time in the Meantime

Out With the Old, In With the New Serving Time in the Meantime

SUMMARY

The California Penal Code Section 919(b) mandates a yearly inquiry into the management and conditions of all detention facilities in the County. The 2022-2023 Napa County Grand Jury (Jury) conducted a physical inspection of the Napa County Jail (NCJ) in 2022. The Jury also met with and interviewed several Jail staff members and administrators.

The NCJ no longer meets the needs of our County, and construction of a new jail is underway. Incarcerated persons (hereby referred to as IPs) are now incarcerated for longer periods creating the need for programs that support rehabilitation and re-entry to society. The physical limitations of the building have hindered the NCJ's ability to provide programs, and the programs that had been offered were halted due to Covid-19 restrictions in the last three years. The Jury does not believe it is in the best interest of the IPs or the County to wait for the new jail facility to open before offering increased programming to the IPs who are serving out their sentences. The NCJ found innovative ways to function under the restrictions of the pandemic. The Jury is hopeful that this creativity will be utilized to provide programs while the new facility is under construction.

BACKGROUND

The NCJ qualifies as one of two detention facilities in Napa County. The NCJ is managed by the Department of Corrections which is part of Public Safety services. Napa is the only county in California with its jail directed by a County employee administrator, rather than the Sheriff's Department. The NCJ is inspected biannually by the State of California Board of State and Community Corrections and annually investigated by the Napa County Grand Jury.

In 1976, the Napa County Jail, near Third and Coombs streets, opened with 60 beds at a cost \$4 million dollars (approximately \$24 million in today's dollars). In 1989, the jail was remodeled and expanded at a cost of \$8 million (approximately \$19 million in today's dollars).

In October 2022, the Board of Supervisors unanimously approved the \$133.3 million budget to build a new jail. Construction started in early 2023 and is scheduled to be finished in December 2024, with plans to open in March 2025. The new NCJ will have 332 beds, including 28 beds in a mental health/medical unit, and will replace the existing 276 bed jail in downtown Napa.

METHODOLOGY

Interviews conducted:

- Interviewed Administrative Staff at NCJ

- Briefings and Q & A with NCJ staff
- Toured NCJ and Re-entry facility

Documents reviewed:

- The NCJ Procedures Manual
- The 2020-2022 Biennial Inspection Penal Code Section 6031 and Welfare and Institutions Code 209
- The guidelines outlined in the State of California Title 15 Minimum Standards for Detention Facilities
- The 2020-2022 Board of State and Community Corrections Biennial Inspection Report
- Previous Napa County Grand Jury reports
- Eberling, Barry. "COVID crisis not stopping Napa's plans for a new jail." Napa Valley Register. Accessed November 29, 2022.
https://napavalleyregister.com/news/local/covid-crisis-not-stopping-napas-plans-for-new-jail/article_6660fcee-0014-50c4-90c1-7e5cb48747df.html
- Eberling, Barry. "Napa County has a builder for new jail, planned for 2025 opening." Napa Valley Register. Accessed November 29, 2022.
https://napavalleyregister.com/news/local/govt-and-politics/napa-county-has-a-builder-for-new-jail-planned-for-2025-opening/article_eceebbac-5090-11ed-afce-7b5614e2f944.html
- Eberling, Barry. "Napa County ponders how to use its still-vacant re-entry facility." Napa Valley Register. Accessed February 16, 2022.
https://napavalleyregister.com/news/local/napa-county-ponders-how-to-use-its-still-vacant-re-entry-facility/article_55f635d0-acb7-11ed-b3a4-4b35998ddf94.html
- Eberling, Barry. "Napa County reentry facility could become homeless shelter." Napa Valley Register. Accessed February 16, 2022.
https://napavalleyregister.com/news/local/napa-county-reentry-facility-could-become-homeless-shelter/article_afa9a706-d238-11ec-a299-1fb569282859.html

DISCUSSION

The NCJ was originally designed to hold IPs only until sentencing. Since 2011 IPs without current or prior serious or violent offenses have stayed in county jails to serve their sentences.¹ Napa County has run into space constraints at the existing jail due to the need to separate IPs because of Covid-19 isolation and quarantine guidelines, mental and behavioral issues, and consideration of other factors such as gang affiliations.

The physical building is too small, housing only 276 IPs with ten mental health/medical beds. The jail population occasionally exceeds this capacity, requiring the use of temporary mattresses that rest on the floor. The physical layout of the jail contributes to other challenges. The NCJ has three levels. When IPs need to be transported, they walk through a maze of hallways and use elevators. This layout creates an increased safety risk by providing opportunities for violence and attempted escapes. Despite the aging facility, the NCJ passed the 2020-2022 California

¹ Governor Brown signed into law Assembly Bill (AB) 109 and AB 117 in 2011.

Board of State and Community Corrections biennial inspection with no outstanding items of noncompliance and has had no escapes in recent years.

Work opportunities are provided as incentive for good behavior but are generally not offered to the female IPs due to the proximity of the kitchen/laundry facilities to the cells designated for male IPs. The new jail will offer work incentives to all qualified IPs.

Under Covid-19 restrictions, group programming was put on hold. IPs can receive limited services individually at their cell, however there is no regular group programming such as educational classes, recovery programs, job training or religious groups, even as the restrictions are being lifted. As of January 2023, there was no definitive plan for programs to resume after the state of emergency came to an end in March 2023. The new jail will have large group spaces and classrooms for various programs, including career training.

The NCJ has kept Covid-19 outbreaks to a minimum. The implementation of a quarantine unit also provided an extended opportunity for observation of new IPs that can make their future cell placement more appropriate and safe. The NCJ has started the Early Access Stabilization Services program which addresses mental health issues at intake and secures mental health treatment options earlier in the booking/holding process.

Another positive change that the NCJ has implemented during Covid-19 restrictions has been video arraignments. IPs have the option to conduct their court arraignments over a video visit. Video arraignments save time and travel, and will hopefully continue when IPs are housed in the new jail as it is about three miles from the courthouse.

The Jury did note that NCJ has many long-term staff working with minimal use of overtime or mandated shifts. The interactions observed between staff and IPs were cordial and respectful. The facility appeared clean and well-run. The administration and staff that the Jury spoke with were passionate about their work and excited for the benefits and opportunities that the new jail will provide.

In 2014, the County secured a \$13.5 million bond-funded state grant to help build a \$23.4 million re-entry facility that was completed in 2019. The facility was designed to house IPs who are nearing release. These IPs were to receive counseling and skills classes to help them successfully reintegrate into society. The facility lacks the traditional security measures of a jail, including fencing, razor wire, and locked cells. Since the pandemic, however, the Superior Court releases low-level offenders from custody and uses alternatives to jail, such as electronic home monitoring. More lenient sentencing laws have also resulted in a smaller pool of inmates eligible for programming at a re-entry facility.

For these reasons, the County has never used the re-entry facility for the intended purpose of housing IPs and trying to reduce recidivism. The facility has been used to house people displaced by the 2020 wildfires and as an isolation-and-quarantine COVID-19 shelter for those who couldn't isolate in their own homes. Due to the fact that the re-entry facility was funded in part by a state grant, the County cannot repurpose the facility, even for temporary uses, without state approval. Current discussions between jail administration and other County departments are in the works to find a practical use for this building that fits the state mandates. Also the County is seeking to negotiate with the State to find a way to implement a more practical and cost-effective use for the re-entry facility.

The 2022-2023 Jury has three findings and three recommendations for the interim period until the new jail is built and running.

FINDINGS

The Jury finds that:

F1. The Napa County Jail lacks adequate programming, especially for long-term incarcerated persons. Now that the Covid-19 State of Emergency has been lifted (March 2023), it is not reasonable to wait for the new jail to provide broader programs for incarcerated persons.

F2. Women are not offered equitable work opportunities at the Napa County Jail.

F3. The re-entry facility is not currently used and is likely not going to be used for its intended purpose.

RECOMMENDATIONS

R1. The Napa County Grand Jury recommends that the Director of Corrections increase programs for IPs by December 31, 2023. If the space constraints are a limitation, the jury recommends NCJ increase online programs.

R2. The Napa County Grand Jury recommends that the Director of Corrections implement work opportunities for women by December 31, 2023.

R3. The Napa County Grand Jury recommends that the Board of Supervisors continue to work diligently with the State to find and implement a long term solution for the use of the re-entry facility and provide quarterly updates to the public until a long term solution is implemented.

COMMENDATIONS

1. The Napa Grand Jury commends the NJC for managing the Covid-19 pandemic with innovative solutions to keep outbreaks to a minimum.

REQUEST FOR RESPONSES

The following responses are required and requested pursuant to Penal Code Sections 933 and 933.05:

From the following county officials within 90 days:

- Director of the Department of Corrections: F1, F2, R1, R2
- Board of Supervisors: F3, R3

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

NAPA COUNTY GRAND JURY

2022-2023



Photo - Nick Otto, Napa Valley Register

FINAL REPORT

April 26, 2023

NAPA COUNTY VOLUNTEER FIREFIGHTERS

Lack Of Volunteers And Their Utilization

Are Burning Issues

Napa County Volunteer Firefighters Lack of Volunteers and their Utilization are Burning Issues

SUMMARY

Fire protective services in Napa County's unincorporated rural areas are the responsibility of the Napa County Fire Department (NCFD). Napa County contracts with Cal Fire to provide these services. Cal Fire is a state-operated fire protective agency. NCFD has four full-time, paid fire stations and nine volunteer fire stations. The NCFD is a combined and cooperative fire protection service in Napa County between Cal Fire, the NCFD, and the volunteers.

The volunteers are a support component of the NCFD and come under the direction of the NCFD. In 2001 there were more than 200 volunteer firefighters in Napa County. Today that number has shrunk to less than 100 volunteers that are able to respond to incidents according to the Napa County Fire Department, 2022 Volunteer Summary Report.

The 2022-2023 Napa County Grand Jury (Jury) undertook a comprehensive investigation of the volunteer firefighter program to determine the reasons for the loss of recruits over the last 20 years. The Jury found that a significant reason for the decline in volunteer recruits is due to the changing demographics of the population living in rural areas.

According to the volunteer fire chiefs, Napa's rural communities no longer retain the younger generation. Furthermore, some of the new homeowners in rural areas use their property as a second home and only occupy it for part of the year.

The Jury found several other factors impacting the loss of volunteers. These factors include the pay the volunteers receive and the amount of training a volunteer must have to respond to emergency calls. Another factor was morale problems caused by communication issues between the volunteers, the Napa County Fire Department paid staff, and the Napa County Board of Supervisors (BOS).

The Jury conducted more than 20 interviews with Cal Fire personnel, NCFD staff, and the volunteers. The Jury found that the loss of recruits has had an adverse effect on the ability of the volunteers to respond to emergencies at the majority of the volunteer stations.

The Jury examined prior Grand Jury reports dating back to 2001-2002 and found that many of the recommendations for improvement of the volunteer program were considered unwarranted and unnecessary. This Jury's main focus was on the operations of the volunteer program.

The Jury's findings reflect more than just the loss of recruits. The findings also reflect concerns about volunteer compensation, communication between the NCFD and the volunteers and morale issues among the volunteers. The Jury's recommendations are directed at the NCFD and the BOS to re-evaluate the volunteer program in Napa County.

One of the recommendations from this investigation focuses on the Soda Canyon Volunteer Fire Station on Soda Canyon Road. The Jury found this volunteer fire station to be underutilized based on low membership and poor response rates. The Jury recommends that the BOS relocate

the resources and consolidate the volunteer membership of this station with the existing Napa County Fire Department's paid Station #25 on Monticello Road.

The Jury also recommends a change in how NCFD utilizes volunteers. This recommendation calls for the BOS and the NCFD to examine if the volunteer firefighters should move away from its operational model as backup support for the NCFD for all emergencies, of which 80% are for medical assistance. Their new operational model would classify them as an all-volunteer reserve firefighter unit whose primary mission would be to respond in a surge capacity to suppress large wildland fires that extend over a period of time.

ACRONYMS

BOS – Napa County Board of Supervisor

Cal Fire – California Department of Forestry

FLSA – Fair Labor Standards Act

FSAC – Fire Services Advisory Committee`

IAR - IAmResponding

LRA – Local Responsibility Area

NCDFC – Napa County Deputy Fire Chief

NCFC – Napa County Fire Chief

NCFD – Napa County Fire Department

NCFF – Napa Community Firewise Foundation

PPC – Paid Per Call

RPE – Respiratory Protective Equipment

SRA – State Responsibility Areas

VMQ – Volunteer Medical Questionnaire

BACKGROUND

Napa County Wildfires - Past and Present and Future

Napa County has a long history of wildfires dating back to the Great Fire in 1870, when two fires in St. Helena and one fire in Calistoga merged and swept over the Mayacamas Mountains and into Sonoma County.¹

Over time, numerous other wildfires have burned thousands of acres of wildland and destroyed thousands of structures in Napa County. The most notable of these fires include: the 1964 Hanly

¹ Eberling, Barry. 2022, June 5. *Napa County has a History of Fire*, *The Napa Valley Register*.

Fire that burned from Calistoga to Santa Rosa; the 1981 Atlas Peak Fire that burned 34,000 acres and destroyed 56 homes east of the City of Napa; and the more recent 2020 Glass Fire that destroyed 1022 structures, including homes, wineries, and resorts.

These destructive wildfires are a harsh reminder to all of the residents in Napa County that it's critical for the County to have a strong and responsive fire protection service in place well before the next major fire hits Napa County. This fire protection service includes both fire mitigation programs and fire suppression procedures.

The Napa County Fire Department (NCFD), which includes the volunteer firefighters, provides the fire protection service for Napa County. The Jury found that the NCFD is a well organized and professional fire protection service, and is well prepared for the next major wildland fire in Napa County.

Volunteer firefighters have a long and dedicated history of providing wildland fire protection and emergency services in Napa County.² Their local knowledge and experience are a valuable asset in fire protection in rural areas. Volunteer firefighters traditionally draw recruits from the community they serve.

The available pool of people to serve as volunteer firefighters in past years was stable, as the rural neighborhoods rallied around a need to serve their community. Volunteers were then, and are now, considered a valuable component of the Napa County Fire Department (NCFD) in a supporting role of fire protection. But according to the volunteer fire chiefs who live in these communities, the available pool of residents today who are interested in becoming volunteer firefighters is on the decline.

In recent years the volunteer firefighter program in Napa County has seen a significant decrease in the number of recruits. The decrease in recruits is partly due to the changing demographics in rural areas of Napa County.³ Communities no longer have the available pool of people who are connected to the neighborhoods that encouraged residents to become a volunteer firefighter.

The 2007-2008 Napa County Grand Jury's Final Report stated that there were more than 200 volunteer firefighters in Napa County in 2002.⁴ Today, that number has shrunk to approximately 165, but only 98 who demonstrate any active participation.⁵ An active volunteer firefighter is defined as someone who is fully certified with their Respiratory Protective Equipment (RPE) fit testing and up to date with their annual Volunteer Medical Questionnaire (VMQ).

The responsibility for fire protection in Napa County prior to the formation of the NCFD in 1973 largely fell in the hands of 16 independent volunteer firefighter departments. After the NCFD formed, the 16 volunteer firefighter companies consolidated into the nine volunteer companies that exist today.⁶

Napa County entered into a contract for fire service with Cal Fire in 1973. Cal Fire is a state-operated fire protective service. Under this contract, the fire service provider in Napa

² Napa County Historical Society. The History of the Napa County Fire Department, circa 1918.

³ Napa County Fire Department, Volunteer Summary. December 2022.

⁴ 2007-2008 Napa County Grand Jury Final Report, Napa County Fire Department, June 2008.

⁵ Napa County Fire Department, Volunteer Summary. December 2022.

⁶ Napa County Historical Society. The History of the Napa County Fire Department.

County is designated as the NCFD. Cal Fire provides the administrative support and coordination for four full-time paid fire stations in Napa County. Cal Fire also provides administrative support and coordination to all of the nine volunteer firefighters companies.

The 2022-2023 Jury opened an investigation to examine some of the factors that may have contributed to a loss of volunteers over the past 20 years. The Jury wishes to determine the overall impact on the current volunteer program due to the loss of recruits.

The Jury further examined if an updated volunteer firefighter operational model is needed. The updated model would focus less on the day-to-day emergency calls and more on serving as a highly-trained reserve firefighting force. Its primary mission would be working in support of the NCFD in a surge capacity when faced with wildland fires that may take weeks to contain.

METHODOLOGY

Tours Conducted

- Emergency Command Center in St. Helena
- Cal Fire headquarters in St. Helena
- All nine Volunteer Firefighter Company stations

Interviews Conducted

- Cal Fire administrative staff
- Cal Fire Training staff
- Napa County Fire Department staff
- Napa County Firefighters - paid staff
- Volunteer Firefighters - rank and file
- Napa County Volunteer Fire Chiefs
- Fire Services Advisory Committee members
- Cal Fire Staff Services - Sonoma Lake Napa Unit
- Some Napa County Board of Supervisors
- Napa County Auditor-Controller staff

Documents Reviewed

- Cal Fire/NCFD 2022 Fiscal year budget
- Napa County Volunteer Firefighters 2022 Fiscal year budget
- Grand Jury Reports - 2001-2002; 2007-2008; 2011-2012
- Napa County Fire Department Policy Manual
- Napa County Fire Department Volunteer Summary Report, 2022

- Napa County Fire Stations Directory
- Cal Fire Assistance by Hire Policy Manual
- Volunteer Station's Incident reports
- Napa County Historical Society, Napa County Fire Department Records

Websites Reviewed

- Napa County Superior Court - www.napacourts.ca.gov
- Napa County Administrative Office - www.countyofnapa.org
- Napa County Firewise Foundation - www.napafirewise.org
- Department of Forestry (Cal Fire) Administrative Guide - www.fire.ca.gov
- Occupational Safety and Health Administration - www.osha.gov

Meetings Attended

- Fire Services Advisory Committee, February 8, 2023

DISCUSSION

Fire Protective Services in Napa County

The County of Napa does not have its own fire department. Rather, the County contracts its fire protective services with Cal Fire, a state-operated fire service agency. Under the conditions of the contract with Cal Fire, the fire service provider in Napa County is designated as the Napa County

Fire Department. Cal Fire is part of the California Division of Forestry. Cal Fire operates in 36 of the 58 counties in California.

The NCFD is a combined and cooperative fire department with four fully-staffed, year round paid fire stations, three seasonal staffed paid fire stations, and nine unstaffed volunteer firefighter companies. The Napa County Fire Chief is a Cal Fire employee, who delegates oversight of the full-time paid fire stations and all of the volunteer firefighter stations to the Napa County Deputy Fire Chief. A map of the paid fire stations and the volunteer fire stations in Napa County is located in the Appendix.

Volunteer Firefighter Companies

The nine volunteer firefighter companies in Napa County are part of the NCFD, but they operate independently from each other. Each volunteer firefighter company is administered by an independent fire chief who is selected by the members assigned to that particular volunteer firefighter company.

The criteria for becoming a volunteer fire chief does not always follow industry standards. The industry standards are state-mandated and regulated by OSHA guidelines. The standards include certification in specialized training programs and demonstrated leadership experience in

command roles.⁷ The Jury found that the inconsistency in compliance with the industry standards has led to conflicts between some of the volunteer fire chiefs and the NCFD administrative staff.

The volunteer firefighter companies are governed by their own bylaws. They also conduct their own recruitment programs and multi-station training sessions in cooperation with a training officer from Cal Fire. The volunteer fire chiefs are responsible for keeping the training records of all volunteers assigned to their volunteer fire station, including up-to-date safety certifications and medical clearance.⁸

A delay in the processing of training records may result in the NCFD placing the volunteer on a non-compliance status. Volunteers who are classified as being non-compliant are considered part of the support staff and not permitted to respond to emergency calls.

Volunteer Firefighter Recruitment

The loss of new recruits from the volunteer program is a common problem among all of the volunteer firefighter companies. Every volunteer fire chief interviewed by the Jury expressed their concerns about the ability to maintain a strong, active volunteer firefighter program in the future.

The volunteer chiefs all agreed that more effective ways should be developed to attract new recruits. This problem is not restricted to Napa County alone, as volunteer and paid fire departments around the country are struggling to recruit and retain new firefighters.⁹ Napa County does not have a centralized, dedicated web page for attracting new volunteer firefighters that fits the needs of the different volunteer stations.

Applications from new recruits are submitted to the County for initial screening. The County will disperse the applications to the individual volunteer stations. Overall, each volunteer firefighter company is responsible for attracting the majority of their volunteers.

A variety of recruitment strategies are currently in place among all of the volunteer firefighter companies. Word of mouth through family, friends or local community members is the most common method to attract volunteers. Other recruitment methods include advertising for volunteer positions through social media or through special community events like an open house at the fire station.

Many of the volunteers the Jury interviewed expressed a need for the County to expand the Junior Firefighter Explorer program to attract new recruits. The Junior Firefighter Explorer program is a branch of the Boy Scouts of America made up of boys and girls who are interested in the fire service. They work in partnership with the Napa City Firefighters Association. The program's goal is to encourage young boys and girls to choose a path to becoming a volunteer firefighter or a full-time, paid firefighter.

⁷ Occupational Safety and Health Administration, Training Requirements in OSHA Standards, 2022.

⁸ Napa County Fire Department, Policy Manual. Volunteer Stipend program, 2022.

⁹ Santana, Rebecca. 2023, January 15. Fires are getting deadlier as firefighter recruitment wanes. Napa Valley Register.

The 2022-2023 Napa County Fire Service budget authorizes a total of 250 volunteers, but the current roster of all Napa County volunteers lists approximately 165 members. Furthermore, only 98 volunteers of the current membership are considered active volunteers.¹⁰

The ability of the volunteer fire stations to maintain a reasonable number of volunteers to respond to calls depends partly on the availability of the volunteers at the time of the incident. It also depends on the volunteer's compliance status with State-mandated health and safety regulations.

If a volunteer is not up to date with their yearly Volunteer Medical Questionnaire (VMQ) or has not completed their Respiratory Protective Equipment (RPE) training, they are considered out of compliance. Once the volunteer has cleared his compliance status, they are able to participate in hands-on training sessions and respond to emergency calls.

The Jury found that the percentage of volunteers out of compliance varied from station to station at any given time. The volunteer fire chiefs told the Jury they monitor the compliance status of their volunteers on a regular basis, but admitted that their station's ability to respond to all emergency calls is compromised when too many volunteers are out of compliance.

Response Rate Among Active Volunteers for Emergencies

The response rate of the active 98 volunteers to all emergencies varies from station to station. The Jury discovered by examining the volunteer station's incident reports that some of the volunteer stations report little response to emergencies, while other stations report a higher response rate.

In areas such as Angwin and Deer Park, the overall volunteer response rate is high due to a higher population density of staff and students from the college located in Angwin. The volunteer response rate in the Carneros region is generally high due to an effective community outreach program.

One volunteer firefighter told the Jury that a possible solution to delayed response times from volunteers, especially on high fire risk days (Red Flag Days), is to provide temporary housing for the volunteers at one of the paid stations or utilize some of the empty dormitory rooms at the Pacific College in Angwin. Such housing would allow a larger pool of firefighters to respond quicker.

Soda Canyon Volunteer Fire Station 13

The volunteer fire station in the Soda Canyon area of Napa County has a low response rate. According to data from the NCFD, in 2020, the Soda Canyon volunteer fire company received 818 calls, but only responded to 109 of those calls.¹¹

The Jury discovered that the Soda Canyon Volunteer Fire Station has two pieces of fire apparatus equipment to respond to emergency calls. They have a Type 3 fire engine for use in rural areas for structure fires. They also have a combination rescue/water tender piece of fire apparatus for medical calls and extra water supply.

The Type 3 fire engine is located at the Napa County Fire Department's paid Station 25 on Monticello Road, approximately five miles from the volunteer station. The Jury learned that the

¹⁰ Napa County Fire Department, Volunteer Summary Report, December, 2022.

¹¹ Napa County Fire Department, Voluntary Summary Report, December, 2022.

Type 3 engine could not be housed at the volunteer station because it is too large for the older volunteer building. The rescue/water tender piece of equipment, however, is located at the Soda Canyon Volunteer Fire Station.

Under this configuration, volunteers have to go to one of two different fire stations when responding to an emergency. The Jury recommends that the Soda Canyon Volunteer Fire Station retain its volunteer membership but keep both pieces of its fire apparatus equipment, along with the volunteer's personal protective equipment (PPE), at the paid Station 25. With this relocation of equipment, the volunteers could also train and certify with the paid staff.

Recent Modernization of Volunteer Availability Status

Unlike the full-time, paid firefighters in the NCFD, the volunteer firefighter companies are not staffed 24/7. Therefore, they are subject to limitations when responding to an emergency call. Some of the volunteers have full-time jobs outside of Napa County.

The NCFD reported that the overall response rate of the active volunteers in all of the nine volunteer firefighter companies is approximately 50% when responding to routine emergency calls. When asked by the Jury, the volunteer fire chiefs could not fully explain the low response rate. However, they listed some possible reasons other than availability. These reasons included the volunteer's availability and location at the time of the incident and the training compliance status of the volunteers.

The volunteer fire chiefs said that a better system throughout all of the volunteer firefighter companies is needed to track the availability of resources to all emergency calls. The resources include personnel and equipment. The current system for tracking the availability of volunteers is not centralized. Each volunteer fire station tracks its own resources, which limits the use of agreements between stations to cover for each other.

The Carneros Volunteer Firefighter Company Fire Chief and the NCFD have worked cooperatively to secure a "real-time" volunteer availability system that is expected to be fully operational prior to the 2023 wildland fire season. The new system will provide detailed "station level" information including who is available to respond, who is responding, the incident information, and what apparatus is in or out of service.

The new system is called IAmResponding (IAR) and is used in many other California volunteer firefighter programs.¹² The system was funded by a donation from the Napa Valley Vintners Association. Until the deployment of IAR, each volunteer company has limited knowledge of which resources are available and responding to incidents.

The overall goal of the IAR system is to increase the ability for volunteer companies to respond to the closest station/resource as well as reduce gaps in forecasted staffing of vital apparatus such as water tenders.

Morale Issues with Volunteer Firefighters

The Jury found that morale among the volunteer firefighters is generally good. However, many of them feel morale could be better with more public recognition and appreciation of the volunteers

¹² www.iamresponding.com

from the BOS and the NCFD. Some of the volunteers mentioned the lack of inclusion of the volunteers during the official opening of the new Carneros Volunteer Fire Station in January 2023 as an example of poor recognition.

The Jury did not find a morale issue among the majority of the volunteer fire chiefs, as they are dedicated and committed to their mission. The volunteer chiefs, however, expressed frustration with the lack of clear, ongoing communication between the NCFD and the volunteers. Many of the volunteer fire chiefs admitted that they treasure their independence, which conflicts with the model of the NCFD as being a combined and cooperative fire department.

The Jury found that most of the volunteers respect the role of the NCFD. The volunteers however wish that the NCFD would give them more recognition for the role they play in fire protection.

The volunteer fire chiefs told the Jury that an increase in the monthly stipend rate may improve the overall morale issue. The chiefs felt that a higher compensation rate may attract more recruits and retain the current membership for a longer period of time. The volunteers also suggested that the yearly Firefighter Appreciation Day be reinstated. The volunteers felt that this event highlighted the efforts of the volunteers and provided a chance to socialize with the career firefighters. The volunteer chiefs suggested this event should be promoted by the County, featuring a dinner and recognition awards.

Volunteer Firefighter Compensation in Napa County

Volunteer firefighters do not have employment contracts with Napa County because under California law they are considered “volunteers” and not “employees.” As a result, volunteer firefighters do not have the same rights as public employees, such as hourly or salaried compensation.¹³

This limitation falls short of establishing a complete ban on payments, however, as the County can pay the volunteer firefighters a monthly stipend or on a paid per call basis (PPC). Volunteers are not eligible for medical or pension benefits. The County does pay their Workers’ Compensation insurance.

Monthly Stipend System

Napa County volunteer firefighters are paid a monthly stipend based on a three-tiered compensation package: their rank structure, their attendance at two training sessions per month, and their compliance with safety standards. The rank structure ranges from a volunteer fire chief to a basic firefighter recruit. The training component verifies their participation in the monthly training sessions. The compliance requirement ensures that all volunteers are up-to-date with their safety standards certifications. The stipend model of payment has been in place for more than 20 years.

The County of Napa dictates the volunteer compensation structure and the County has maintained the current stipend rate since 2018. The monthly stipend system is intended as a reimbursement of expenses to cover the cost of travel and meals on the days of training.

The Jury found that the reporting process for recording a volunteer’s training and certification status is inconsistent among the nine volunteer fire companies. Some of the volunteer companies

¹³ www.masc.sc/Pages/newsroom/uptown/February-2019/Know-the-Compensation-Rules-Volunteers

keep up-to-date records, while others struggle to keep their minimum. Incomplete records and delayed reporting often lead to some volunteers having to wait up to a year for payment. Volunteer stipends are charged to the Napa County fire service budget. Payments are made quarterly by the Napa County Auditor-Controller office.

All volunteer firefighters in Napa County must be in full compliance with their annual Volunteer Medical Questionnaire (VMQ) and the Respiratory Protection Equipment (RPE). Volunteers cannot participate in hands-on drills or respond to an emergency call without full VMQ and RPE compliance.

The volunteers who are fully certified and up to date with their training requirements are paid \$125 per month. These volunteers are paid the monthly stipend whether they respond to any emergency calls at all, as long as they attend two training sessions each month. Entry level recruit volunteers earn \$75 per month. Volunteer fire chiefs who are up to date with certifications and training can earn up to \$250 per month.

Paid Per Call (PPC) System

The paid per call system has been debated among the volunteers and the County for more than twenty years without any resolution.¹⁴ It's a system designed to establish more equity in rewarding volunteers who respond to emergencies on a regular basis. According to the volunteer fire chiefs, if volunteers were paid on a PPC system, it could serve as a strong incentive for recruitment and would improve the retention rate of the volunteers.

One of the drawbacks to a paid per call payment system is that it conflicts with the issue of whether a volunteer is considered an "employee" under current Napa County policy. Several of the volunteer chiefs told the Jury that if the volunteer firefighters were called reserve firefighters, it could possibly make a difference in how the County classified volunteers under their current employee status policy. Reserve firefighters are found throughout California, embedded within both municipal and County fire departments.¹⁵

The City of Napa has a part-time Fire Reserve Program as part of the full-time Napa Fire Department. Reserve firefighters are hired to assist with emergency responses. The reserve firefighters for the City of Napa are at-will employees and are not covered by the City's Civil Service System.¹⁶ The Jury recommends that the BOS modify the County's employee status policy to reflect a name change from volunteer firefighter to reserve firefighter.

PPC would require another layer of accountability from the volunteer fire chiefs. The exact number of calls each volunteer firefighter responds to in a given time frame would have to be accurately documented and recorded. Furthermore, this information would have to be sent to the NCFD accounting office for processing and later sent to the Napa County Auditor-Controller's department for payment.

¹⁴ 2001-2002 Napa County Grand Jury Report, June, 2002. Napa County Fire Department.

¹⁵ ci.benicia.ca.us

¹⁶ www.governmentjobs.com

Annual and Ongoing Training Required for Volunteer Firefighters

Today's volunteer firefighters are expected to respond to more diverse emergencies than just wildfires. Volunteer firefighters may also respond to medical emergencies, rescue operations, and hazardous materials spills in support of the NCFD.

All of the training necessary to meet the minimum requirements is available to the volunteers. Some of the volunteers find it difficult to attend all of the training sessions because of personal obligations and scheduling conflicts.

The types of training a volunteer receives is similar to the training a full-time, paid firefighter receives. However, the difference is that paid firefighters train continuously during the non-emergency hours they are on duty. Volunteers do not have that option, as most of them have full time jobs and are subject to the limitations on when and where the training is available.

According to several volunteer fire chiefs, the amount of training to satisfy the State-mandated Occupational Health and Safety Administration (OSHA) requirements is putting an extra strain on the time commitment of today's volunteer firefighters.¹⁷ Some Napa County volunteers are not fully trained or are in the process of getting fully trained, which limits the resources available to respond to an emergency call. Most of the volunteer chiefs agreed however, that the training requirements should not be compromised and they pledged to encourage high training standards.

Firefighter Academy

New volunteer recruits are required to attend a Volunteer Fire Academy before being assigned to a volunteer firefighter company. The Academy training is provided by Cal Fire personnel and lasts over a period of four months from January to May annually. Classes are held on Wednesday evenings and all day on Sunday of each week. Some of the coursework includes Wildland Training tactics, vehicle extrication methods, hazardous materials removal and public service first aid training (PSFA).¹⁸

Some of the volunteer fire chiefs expressed the need for more open communication between the Cal Fire training officers and the rank and file volunteers regarding the training standards. The Jury concluded that there are inconsistencies in the various ways a volunteer could receive the necessary training to become fully certified. Some volunteers reported to the Jury that certain college level classes covering fire protection service may or may not be accepted by Cal Fire standards. According to the volunteers, these inconsistencies lead to further misunderstandings between the volunteers and the NCFD.

The monthly training sessions are normally held at the volunteer's fire station. Sometimes they are held at a neutral site with multi-station participation. The sessions can be supervised either by the Cal Fire training staff or by one of the volunteer's training officers. The responsibility for recording and submitting the verification of participation in the training sessions comes from the volunteer fire chief, not from a Cal Fire training officer. Many of the volunteers felt that the training scheduling could be better coordinated to meet their individual needs.

¹⁷ www.firehouse.com/home/news/10529800/california-requires-volunteers-to-meet-standards

¹⁸ Cal Fire Training Manual, December, 2023

The Jury discovered that one of the most difficult positions to fill among active volunteer firefighters is someone to drive the fire engines. The training and certification for engine drivers is time consuming and most of the volunteer stations struggle to maintain this level of operational efficiency.

Volunteer Stations Underperforming and Underutilized

During its investigation, the Jury visited all nine volunteer fire stations and met with all of the volunteer fire chiefs. The Jury examined incident reports, reviewed training records, recorded the membership numbers and discussed the number of emergency calls each fire station had responded to in the last year.

The Jury found that there are two volunteer fire companies - Soda Canyon and Dry Creek/Lokoya - that currently have low membership numbers and are struggling to attract volunteer recruits. The Soda Canyon fire station has ten volunteers and the Dry Creek/Lokoya fire station has 13 volunteers.

Furthermore, the Jury noted that a high percentage of the members from these fire stations are out of compliance with either the annual Volunteer Medical Questionnaire (VMQ) or the State mandated RPE/Fit Test certification. Volunteers who are out of compliance with either of these regulations cannot participate in any hands-on training sessions or respond to emergency calls.

Prior Grand Jury Reports

The Jury examined three prior Grand Jury Final Reports (2001-2002, 2007-2008, and 2011-2012) as part of this investigation. Each of these prior grand jury reports included investigations of the Napa County Volunteer Firefighters. Many of the recommendations in these reports addressed the issues of compensation, training, recruitment and communication between the volunteer fire chiefs and the NCFD.

The Jury found that many of these recommendations were not implemented by the NCFD and BOS because they were found to be unwarranted. Some of the volunteers interviewed viewed the lack of action regarding these recommendations as not being appreciated or recognized for their service to the community. The volunteers felt that the recommendations were warranted and should have been given more attention.

The 2007-2008 Napa County Grand Jury recommended that the BOS hire a dedicated Napa County employee whose primary responsibility would be the coordination and support of the County Volunteer Firefighters.¹⁹ The BOS did not implement that recommendation and instead hired a Cal Fire Division Chief in 2014 to act as the Napa County Fire Chief.

In 2014, a NCFD Chief Officer was appointed as a liaison between the volunteer fire chiefs and the NCFD. The purpose of the liaison position was to improve communication and build a two-way bridge between the volunteers and the County. The volunteers asked for that position to be independent from Cal Fire. They expressed a desire to be represented by someone with strong ties to Napa County. However, that request was denied, which made it harder for the volunteers to accept the line of command from Cal Fire.

¹⁹ 2007-2008 Napa County Grand Jury Report, Napa County Fire Department.

The liaison position was vacated in 2017 according to the NCFD. The NCFD said it was underutilized and ineffective due to a lack of ongoing dialog between the volunteer fire chiefs themselves. Interviews with some of the volunteer fire chiefs also expressed that the position was underutilized. A majority of the volunteer fire chiefs now feel that the position should be reinstated with someone independent from Cal Fire. Several volunteers suggested that the liaison position should be a retired firefighter.

The relationship between the volunteers and the County grew further apart following the loss of this liaison position, leading to more frustration among the volunteer fire chiefs that their voices were not being heard. Further misunderstandings between the County and the volunteers pushed the volunteer firefighter companies to operate more independently from each other and created morale problems among the volunteer firefighters.

The nine volunteer fire chiefs have a diversity of experience and leadership styles. Their level of commitment to their mission as volunteer firefighters is clearly reflected in the way they operate their fire station. It is clear to the Jury that they are dedicated to the volunteer program. What the Jury found missing, however, was a genuine sense of cohesiveness between the volunteers and the paid staff that defines what a combined and cooperative fire protective service is all about.

All of the volunteer fire chiefs expressed the need for more communication between the paid firefighters and the volunteers. The Jury concluded that more communication is needed on a regular basis, especially among the volunteer chiefs themselves. The Jury recommends that the volunteer fire chiefs establish a bi-monthly meeting with the current member of the BOS who sits on the Fire Services Advisory Committee (FSAC). This meeting should be facilitated by the Napa County Fire Chief.

Fire Services Advisory Committee (FSAC)

FSAC was formed in 2013 by the BOS to focus on concerns within the Napa County Fire Department.²⁰ FSAC is composed of 11 members. The committee membership includes the Napa County Fire Chief, the Napa County Deputy Fire Chief, three volunteer firefighters, one member of the BOS, one member from the County's Risk Management Department, one member from the community, and three members from Cal Fire. FSAC meets every other month.

The purpose of FSAC is to advise the Napa County Fire Chief and the BOS on issues pertaining to the Napa County Fire Department, including the volunteer program. FSAC reviews training plans, operational budgets, and long-term department goals and objectives. It also serves as a conduit for the volunteer firefighters to express their views and opinions regarding operational and personnel matters.

FSAC has a large representative base (11 members) that requires attendance from all members to be effective. When key members of the group not affiliated with either the NCFD or the volunteers are not in attendance, it forces the volunteer fire chiefs to act on their behalf as the check and balance of the system.

²⁰ www.countyofnapa.org, Napa County Fire Department, Fire Services Advisory Committee

A key member of the FSAC is the BOS representative. The Jury found that this position has been filled by the same BOS member for the last four years. The Jury recommends that this position be rotated among the current sitting members of the Board of Supervisors on a yearly basis.

The Jury also found that the communication among the nine volunteer firefighter companies is almost non-existent. The volunteer fire chiefs do not meet on a regular basis with the Napa County Fire Chief, nor do they share any information with the BOS. Most of the volunteer chiefs agreed that more communication with the Napa County Fire Chief and the BOS would be helpful to boost morale.

Utilization Issues for Today's Volunteer Firefighters

Historical Overview

Fifty years ago volunteer firefighters in rural Napa County were part of a decentralized fire protection service that drew most of its members from the communities in which they lived and worked. The population in these communities was stable and it was common for volunteer firefighters to follow generational trends of family members. The Jury found that these generational trends still exist today in some of the volunteer companies, but far fewer than in the past.

During this time period, Napa County did not have a paid fire department. The volunteers served the community in this capacity, and they were effective even with the limited training and fire apparatus equipment they had acquired through their community fundraising efforts. As long as their memberships remained stable, the volunteer fire departments provided their communities with reliable fire protection services.

Over the past fifty years however, the County's rural neighborhoods have undergone major changes. New homes, wineries, and businesses have flourished, creating a greater need for a more responsive and expanded fire protection and emergency service. The new development also brought with it a growth in the population with more vehicles on the roads, all of which gave rise to the formation of a full-time, paid Napa County Fire Department in 1973.

The demographics in these rural neighborhoods have also changed. The pool of available residents who wish to serve as volunteer firefighters has declined. According to the volunteer fire chiefs the Jury interviewed, today many of these neighborhoods are struggling to maintain a bare minimum of residents to serve as volunteer firefighters.

Fire Protection Service in Rural Areas

When the NCFD formed in 1973 under contract with Cal Fire, the dynamics of how the volunteers were utilized for fire protection and emergency services also began to change. The County built new fire stations in the rural areas and began staffing them with full-time, paid firefighters.

The volunteer stations remained and continued to provide emergency services in a support role, as the paid fire stations assumed the role as the primary fire protection and emergency services provider for Napa County.

The Jury learned from visiting the volunteer fire stations that the term “volunteer firefighter” can be misleading when describing the work performed by the volunteers. Volunteer firefighters, like all firefighters, are trained to respond to all kinds of emergencies.

In Napa County, volunteers respond mostly to medical calls because, according to Cal Fire officials, approximately 80% of all dispatched calls are for medical assistance. These types of calls are considered routine emergency calls and can range from vehicle accidents to cardiac arrests. The volunteers also respond when there is a vegetation or structure fire in the local area.

The Jury was told by the volunteer fire chiefs that the use of volunteers for routine emergency calls is not as critical as it was in the past years. The reason for this reduced need is because there are more full-time, paid fire stations in the rural areas today that can respond, in most cases, much faster to the incident than the volunteers. However, the Jury found that the volunteers still play an important role in responding to emergencies in rural neighborhoods, but their role has become more as backup support for the NCFD.

Volunteer Utilization Begins to Change

As the role of the volunteers began to change over the years, so did the membership in most of the nine volunteer firefighter companies. With fewer volunteers to respond to emergency calls, the overall response rate to each incident in some of the volunteer companies also declined. Further, the Jury discovered from examining the incident reports at each of the volunteer fire stations, that the volunteers who were showing up to the emergency calls were the same individuals just about every time. The Jury found that today the response rate for the combined nine volunteer fire companies is less than 50% of the volunteers who are available to respond.

911 emergency calls are dispatched to both the full-time, NCFD paid stations and to the volunteers, who carry pager phones with them at all times. The closest NCFD paid station to the incident will always respond to the dispatched call. Volunteers from the closest volunteer fire station will also respond to the dispatched call provided they are available, but usually are not the first unit at the scene of the incident.

The reason for this delay is that the volunteer's response time has to take into account the time the volunteer gets notified to the time they pick up a piece of fire apparatus at the volunteer fire station to the time they get to the scene of the incident. The Jury was told that under these circumstances, the volunteers most of the time assume the role as backup to the paid stations.

New Operational Model for Volunteer Firefighters

The Jury learned from interviews with the NCFD administrative staff, that a potential new operational model for the utilization of volunteers within the framework of the NCFD is long overdue. The Jury found that the NCFD paid staff supports the volunteer program and appreciates the work they do as emergency responders, but think the time has come to make some operational changes in how the volunteers are used in fire protection for Napa County.

The Jury was told that a new operational model for the utilization of volunteers would not eliminate the volunteers, rather use them more effectively when there is a surge in fire activity from a large wildland fire where more “boots on the ground” are needed. Under the new operational model, the volunteers could be designated as reserve firefighters and be organized under a single command when deployed to fight a large fire.

The existing volunteer stations would not disappear under the new operational model, and the volunteers could still provide emergency services if needed, but their primary role would shift from responding to routine emergency calls to that of a reserve firefighter.



Napa County Fire Department, Erick Hernandez, 2020

FINDINGS

The 2022-2023 Napa County Grand Jury finds that:

F1. The current structure of the volunteer monthly stipend does not reward the volunteers who respond to multiple calls.

F2. The operational model for how volunteers are used in support of the Napa County Fire Department is ineffective because it does not hold volunteers accountable for not responding to emergency calls.

F3. The low response rate from the Soda Canyon Volunteer Fire Station compromises its effectiveness to provide reliable fire protective service.

F4. Napa County does not have a dedicated web page or program for the purpose of recruiting new volunteers from a broader group of potential applicants.

F5. The Board of Supervisors representative for the Fire Service Advisory Committee has not changed in four years, creating a lack of representation from all five Supervisory Districts.

F6. The selection process and criteria for the position of Volunteer Fire Chief is not standardized under state-mandated industrial guidelines.

F7. The volunteers do not have a liaison officer to act as a spokesperson between them and the Napa County Fire Department, resulting in miscommunication and misunderstandings between both groups.

F8. The volunteer firefighters have morale problems resulting from a perceived lack of appreciation by the Board of Supervisors and the Napa County Fire Department.

RECOMMENDATIONS

The 2022-2023 Napa County Grand Jury recommends that:

R1. By December 1, 2023, the Board of Supervisors develop a plan that calls for the volunteer's monthly stipend to be replaced with a Paid Per Call system.

R2.. By December 1, 2023 the Board of Supervisors establish a committee of volunteer firefighters, paid staff from the Napa County Fire Department, and members of the community to develop a new operational model that places more emphasis in responding to larger fires in a surge capacity. The new model would classify the volunteers as reserve firefighters.

R3.. By December 1, 2023 the Board of Supervisors authorize the Napa County Fire Department to relocate and consolidate the volunteers assigned to the Soda Canyon Volunteer Fire Station to the Napa County Fire Department's paid fire station #25 on Monticello Road. The relocation and consolidation includes moving the remaining fire apparatus equipment from the Soda Canyon Volunteer Fire Station to the paid station #25.

R4. By December 1, 2023, the Napa County Deputy Fire Chief, in conjunction with the Volunteer Fire Chiefs, establish a County-wide dedicated web page for the purpose of providing information to the public about the volunteer firefighter program in Napa County. The information must include a mission statement, the minimum requirements to become a volunteer firefighter, and the level of training necessary to meet state-mandated fire and safety regulations.

R5. By September 30, 2023 the Board of Supervisors representative to the Fire Services Advisory Committee will be appointed on a yearly cycle with each supervisor serving on a rotating basis.

R6. By December 1, 2023 the Napa County Deputy Fire Chief adopt and enforce the selection criteria for the position of Volunteer Fire Chief that follows state-mandated guidelines.

R7. By December 1, 2023 the Board of Supervisors reinstate the volunteer liaison position with a retired firefighter.

R8. By December 1, 2023 the Board of Supervisors and the Napa County Deputy Fire Chief coordinate with the local media to publish a feature article for the general public highlighting the successes of the volunteer program.

COMMENDATIONS

1. The Grand Jury commends the Angwin Volunteer Firefighter Company for their morale building strategies by providing an exercise and weight room at the fire station for use by the volunteers during their leisure time.

2. The Grand Jury commends the Carneros Volunteer Fire Chief and the Napa County Fire Deputy Fire Chief for their efforts in securing funding from the Napa Valley Vintners Association to purchase for each volunteer firefighter company the software and hardware for a “real-time volunteer online staffing availability system.”

3. The Grand Jury commends the Cal Fire management team for their vision and professionalism in dealing with recent administrative changes in the Napa County Fire Department.

4. The Grand Jury commends the Napa County Fire Department and the County of Napa for the planning and development of a new, two-bay, volunteer satellite fire station in the Carneros region of Napa County.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows: From the following county officials within 90 days:

- Napa County Board of Supervisors (F1, R1), (F2, R2) (F3, R3), (F5, R5), (F7, R7), (F8, R8).

Pursuant to Penal Code sections 933 and 933.05, the grand jury requests responses as follows: From the following county officials within 60 days:

- Napa County Fire Chief - LNU Unit Chief (F2, R2), (F4, R4), (F6, R6), (F8, R8).
- Napa County Deputy Fire Chief (F2, R2), (F4, R4), (F6, R6), (F8, R8).

INVITED RESPONSES

- Napa County Assistant Deputy Fire Chief (F2, R2), (F4, R4), (F6, R6), (F8, R8).
- Volunteer Fire Chief - Carneros Station 10 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Soda Canyon Fire Station 13 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Capell Valley Fire Station 14 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Rutherford Fire Station 15 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Dry Creek/Lokoya Fire Station 16 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Angwin Fire Station 18 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Pope Valley Fire Station 20 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Deer Park Fire Station 21 (F1-F8), (R1-R8).
- Volunteer Fire Chief - Gordon Valley Station 22 (F1-F8), (R1-R8).

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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Napa County Volunteer Firefighter Stations - March, 2023

Station 10 - Carneros - Milton Road, Napa

Station 210 - Carneros satellite station - Old Sonoma Road, Napa

Station 13 - Soda Canyon - Soda Canyon Road, Napa

Station 14 - Capell Valley - Capell Valley Road, Napa

Station 15 - Rutherford - Highway 29, Napa

Station 215 - Rutherford satellite station - Silverado Road, Napa

Station 16 - Dry Creek/Lokoya - Dry Creek Road, Napa

Station 18 - Angwin - College Ave, Angwin

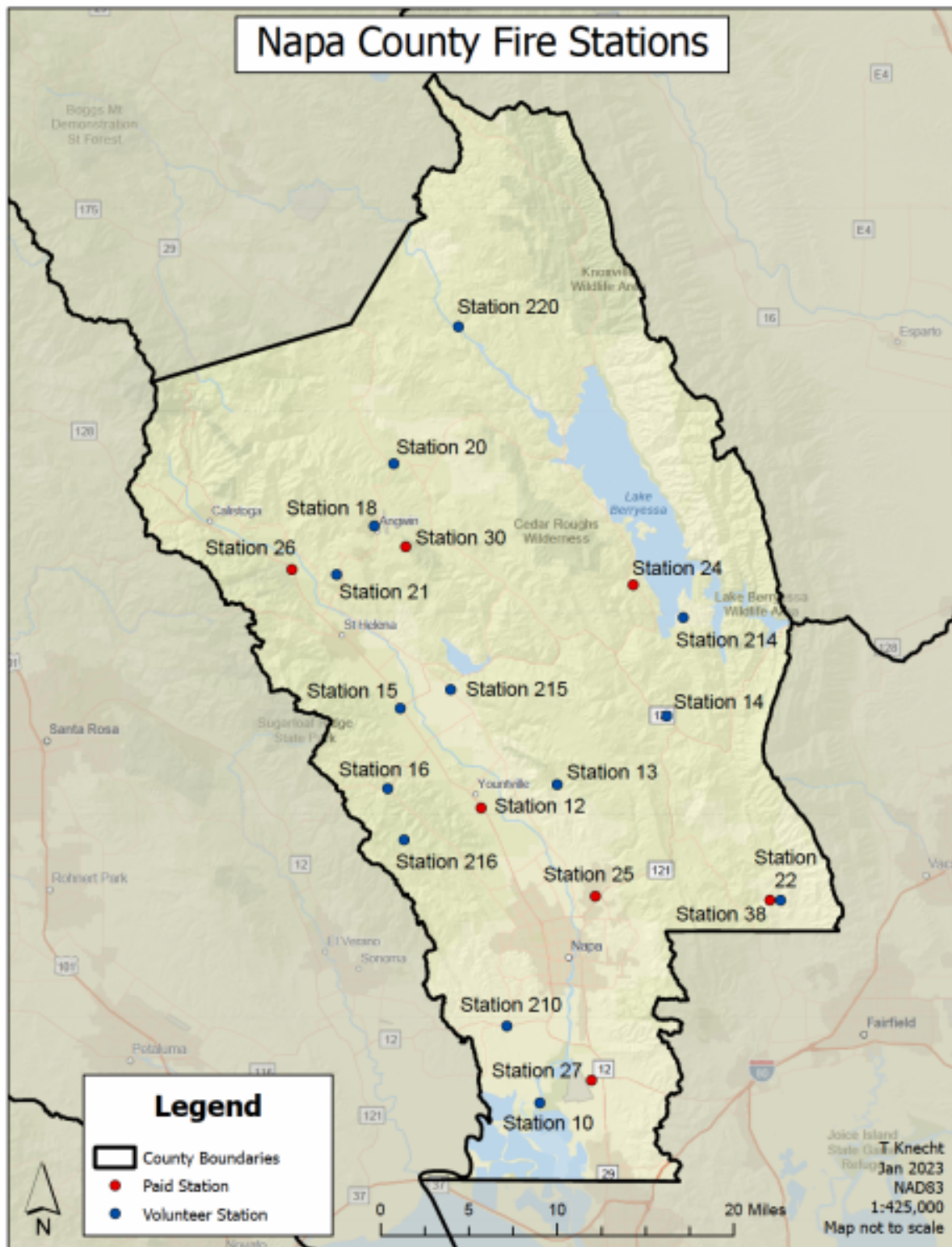
Station 20 - Pope Valley - Pope Valley Road, Napa

Station 220 - Pope Valley satellite station, Stagecoach Canyon Road, Napa

Station 21 - Deer Park- Sanitarium Road, Deer Park

Station 22 - Gordon Valley - Gordon Valley Road, Napa

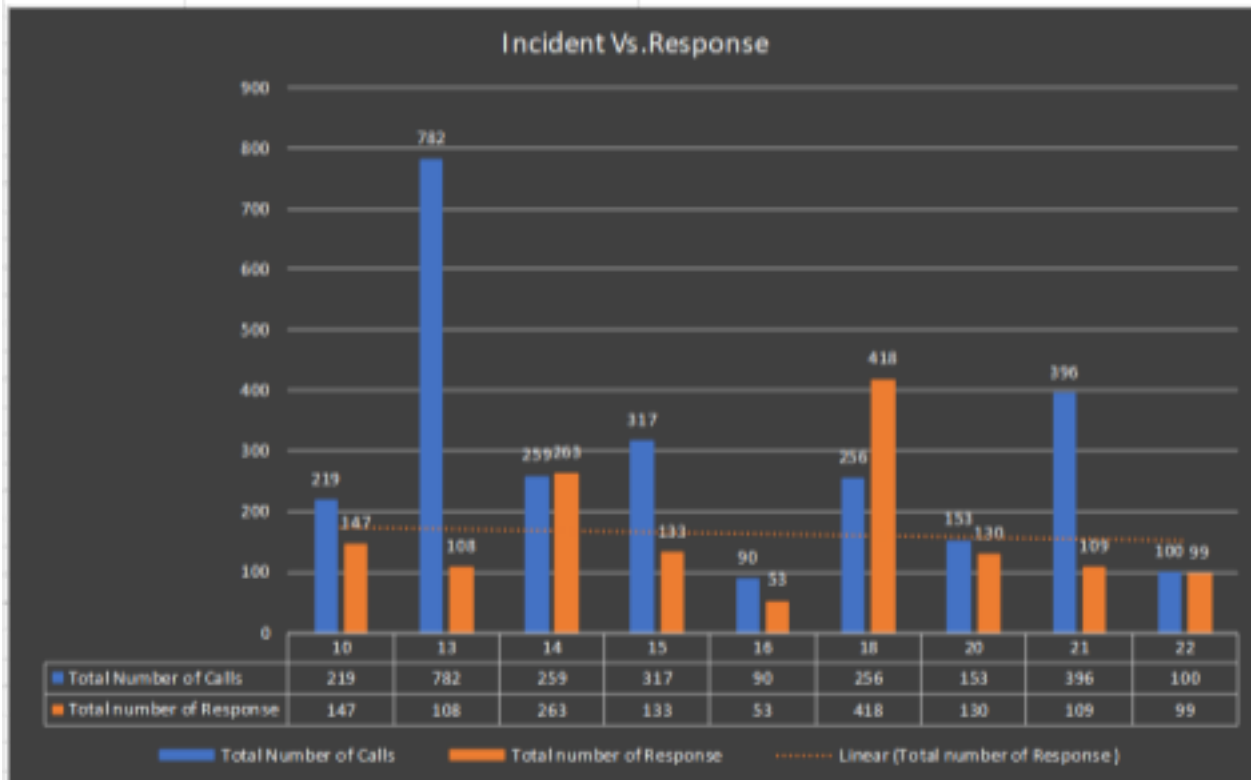
APPENDIX



Napa County Fire Department Volunteer Summary Report

Incident Vs. Response - Total Number of Calls for 2020

Station	Total Number of Calls	Total number of Response
10	219	147
13	782	108
14	259	263
15	317	133
16	90	53
18	256	418
20	153	130
21	396	109
22	100	99
	2572	1460



The total numbers of responses may be more than the total number of incidents due to multipool units responding from the same station. The total percent of response for 2020 was 57%.



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: 6/6/2023

File ID #: 23-0887

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

RECOMMENDATION

Interim County Executive Officer requests the appointment of three new applicants to serve on the Napa County Library Commission. Aisha Nasir to represent American Canyon with a term ending on February 1, 2026, Molly Adams to represent City of Napa with a term ending on January 31, 2026, and Caroline Haythornwaite with a term ending on January 31, 2026, to represent Napa County.

EXECUTIVE SUMMARY

There are currently three openings on the Napa County Library Commission, due to resignations and vacancies for one position for the City of American Canyon, one position representing City of Napa, and one position representing Napa County. The City of American Canyon City Council approved the appointment of Aisha Nasir on January 30, 2023. The City of Napa City Council approved the appointment of Molly Adams on March 7, 2023. The Napa County Library Commission recommends the appointment of Caroline Haythornwaite. Minute orders and the memorandum are attached.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Napa County Library Commission functions as an advisory commission to the Napa County Board of Supervisors on matters pertaining to the Library. The Commission consists of eight (8) members; three (3) to be appointed by the County Board of Supervisors, two (2) appointed by the Napa City Council, one (1) appointed by the American Canyon City Council, one (1) appointed by the Calistoga City Council, and one (1) appointed by the Yountville Town Council. A member whose appointment has expired may continue to serve until a new appointment is made by the appropriate authority.

By taking this action today, the Napa County Library Commission will have a complete panel of commission members.

Staff request the appointment of Aisha Nasir to represent American Canyon, Molly Adams to represent City of Napa, and Caroline Haythornwaite with a term ending on January 31, 2026, to represent Napa County.



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

May 12, 2023

Memo

To: Napa County Board of Supervisor
From: Napa County Library Commission
Subject: Library Commission vacancies

On May 4, 2023, the Napa County Library Commission voted to recommend Caroline A. Haythornwaite for the appointment of a County representative to the Napa County Library Commission for appointment by the Board of Supervisors.

On March 7, 2023, the City of Napa appointed Molly A. Adams for a City representative to the Napa County Library Commission.

On January 30, 2023, the City of American Canyon appointed Aisha Nasir for a City representative to the Napa County Library Commission.

A blue ink signature of Anthony Halstead.

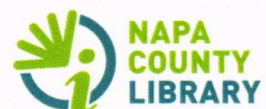
Anthony Halstead
Director of Library Services and Community Outreach

Napa Main Library
580 Coombs Street
Napa, CA 94559
(707) 253-4241

American Canyon Branch
300 Crawford Way
American Canyon, CA
94503
(707) 644-1136

Calistoga Branch
1108 Myrtle Street
Calistoga, CA 94515
(707) 942-4833

Yountville Branch
6516 Washington Street
Yountville, CA 94599
(707) 944-1888



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 Library Commission: Submitted

Category of Membership for Which You Are Applying

library commission member

Profile

Caroline

First Name

A

Middle Initial

Haythornthwaite

Last Name


Email Address


Home Address

Suite or Apt

Napa

City

CA

State

94558

Postal Code

Which supervisorial district do you reside in? *

☒ District 1

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

Home: 

Primary Phone

Retired

Employer

Professor

Job Title

Education

Occupation

Education/Experience

Education University of Toronto, Ph.D., Information Science 1996 University of Toronto, Master of Information Studies, Information Science 1992 University of Toronto, Toronto, Ontario, Canada, M.A., Psychology 1976 Trent University, Peterborough, Ontario, Canada, B.Sc., Psychology 1975 Experience - retired professor with 25 years of teaching in library and information science, in three regions and universities - former director of a library and information science (LIS) school, and of LIS programs - teaching and research specializations in online communities, online education, community informatics, information policy, learning analytics, social networks, social media - administrative experience as a program and school director in LIS, as scholarly society executive member, in conference organizing, and as founding member of the Society for Learning Analytics Research - experience with hiring and mentoring faculty, and career and dissertation advising for doctoral and masters level students - strong writing experiences as academic and former technical writer; active journal editor and reviewer 2016-2021 Professor (now Professor Emerita), School of Information Studies, Syracuse University, 343 Hinds Hall, Syracuse, New York 13244-1190 Major Service Activities 2017-2019: Director, MS in Library and Information Science 2010-2016 Director and Professor, School of Library, Archival and Information Studies (SLAIS), The iSchool at The University of British Columbia. Irving K. Barber Learning Centre, Suite 470, 1961 East Mall, Vancouver, BC Canada V6T 1Z1 1996-2010 Professor (now Professor Emerita), Graduate School of Library and Information Science (GSLIS), University of Illinois at Urbana-Champaign (UIUC) Major Service Activities 2007 – 2009: Co-Director, Community Informatics Initiative, GSLIS 2002 – 2003: Interim Associate Dean, GSLIS, UIUC (October 2002 to June 2003) 1999 – 2003: Coordinator, Undergraduate Minor in Information Technology Studies See also the uploaded resume.

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

Alvan Bregman, retired

Resume[Haythornthwaite Resume April 2023.pdf](#)

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

n/a

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

Dr. Megan Oakleaf, Associate Professor and Program Director MLIS, The School of Information Studies, Syracuse University. moakleaf@syr.edu Mobile: [REDACTED] <https://ischool.syr.edu/megan-oakleaf/> Dr. Rachel Clark, Associate Professor, The School of Information Studies, Syracuse University. rclark01@syr.edu Office: [REDACTED] <https://ischool.syr.edu/rachel-ivy-clark/> Professor Bertram (Chip) Bruce, Professor Emeritus, The School of Information, University of Illinois at Urbana Champaign. chipbruce@mac.com Mobile: [REDACTED] <https://chipbruce.net/>

Community Participation

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

I wish to serve on the Napa County Library Commission due to both professional and personal interest. Professionally, I have recently retired after 25 years as a library science educator. In that capacity, I have observed, studied, and engaged with librarians about the changing face of information access, literacy, and policy. I would like to bring this knowledge and experience to support the Napa County libraries by getting to know the needs of the communities served by the commission, and, where appropriate, bringing my experience to the table. Personally, I am prompted to submit this application now because I am concerned about the trends in book banning and constraints on efforts to understand and address diversity that are being made in a number of states. Although I do not feel that California is at risk of such radical changes, the undercurrent is there, and I want to be in a position to engage with the issues at least at my local level in Napa county. My granddaughter is almost two years old. I want to be able to see her – and others – have the freedom to read as advocated by the American Library Association. As a relatively new resident in Napa (I moved here in May 2018), and now retired, I am now available to work with and give back to the community I live in. I would be very pleased to join and work with others on the library commission to support and enhance library services in Napa County.

Nature of activity and community location

My community service is related to my position as a director of library and information science programs, teaching future librarians, and engagement with initiatives related to local communities. The locations were Urbana-Champaign, Illinois; Vancouver, British Columbia, Canada; and Syracuse, New York. Each community faced different local challenges. In Urbana-Champaign at the time (late 1990s) the challenges were related to the influx of new communication and information technologies, with issues around providing free internet access, and how these services could support equity across communities. My engagement was in being co-director of a community informatics initiative to study and support local initiatives. In British Columbia, and in particular in the area of the University of British Columbia, the issues were and still are indigenous rights, representation, and language. In my capacity as director of the school there, I was involved in hiring for positions in indigenous languages, and supporting faculty engagement with the native community. In Syracuse, the connections were to local libraries, primarily as sites for students to gain library experience. In my capacity as director I supported the work experience requirement for the degree which involved time spent with organizations mentoring students in library and/or information science. During my time as director, we were also successful in gaining positions and hiring to increase diversity in the faculty.

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

none

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)

none

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)

Caroline A. Haythornthwaite

Date

04/24/2023

RESUME

Caroline Haythornthwaite

Professor Emerita,
Syracuse University, and University of Illinois at Urbana Champaign

EDUCATIONAL BACKGROUND

University of Toronto	Ph.D.	Information Science	1996
University of Toronto	M.I.S.	Information Science	1992
University of Toronto, Toronto, Ontario	M.A.	Psychology	1976
Trent University, Peterborough, Ontario	B.Sc.	Psychology	1975

ACADEMIC APPOINTMENTS

PROFESSOR, SCHOOL OF INFORMATION STUDIES, SYRACUSE UNIVERSITY

343 Hinds Hall, Syracuse, New York 13244-1190

Professor (2016 to 2021), currently Professor Emerita

Courses Taught

- IST 700: *Exploring in Depth: Going deep in the literature.*
- IST 671: *Foundations of Research Methods in Information Studies:*
- IST 618: *Information Policy*
- IST 800: *Social Network Analysis and Theory for Information and Communication*

Major Service Activities

- 2017 - 2019 Director, Master of Library and Information Science program
- 2018 - 2019 Member, iSchool Dean search committee
- 2019 - 2020 Member, search subcommittee, Dynamic Network Science, iSchool
- 2020 - 2021 Member, search subcommittee, Future of Work position, iSchool
- 2016, 2019-2021 Member, MLIS program committee

DIRECTOR AND PROFESSOR, SCHOOL OF LIBRARY, ARCHIVAL AND INFORMATION STUDIES (SLAIS), THE ISCHOOL AT THE UNIVERSITY OF BRITISH COLUMBIA

Irving K. Barber Learning Centre, Suite 470, 1961 East Mall, Vancouver, BC Canada V6T 1Z1

Director and Professor (2010 to 2016)

Major Service Activities

- Oversight of \$2.5M budget, 5 degree programs and 1 certificate program: Master of Library and Information Studies; Master of Archival Studies; Master of Arts in Children's Literature, dual MLIS/MAS degree, Certificate of Advanced Study, and PhD in library, archival and information studies
- Set strategic direction for programs and School
- Responsible for 13 full-time faculty, 5 office staff, and the physical site
- Responsible for hiring, tenure and promotion of faculty, and hiring of teaching staff
- Representative for the School in University committees, with donors, and with accrediting and scholarly associations (ALA; iSchools organization)

Courses Taught

- LIBR 598H: *Community informatics*

- LIBR 610: *Doctoral Seminar*

Committee membership

- 2010 - 2015 UBC Scholarly Communications Steering Committee
- 2010 - 2015 UBC Senate Library Committee
- 2011 - 2015 Faculty of Arts, Bachelor's of Media Studies program development committee
- 2011 - 2012 Faculty of Arts, Distance Education committee
- 2010 - 2014 UBC Library Appointments Committee
- 2012 - 2014 First Nations Languages (FNLG) Program Search Committee, Faculty of Arts
- 2012 - 2013 UBC Advisory Committee for policy review on information security
- 2014 - 2015 Learning Technology Ecosystem Project (LTEP) working group

PROFESSOR, GRADUATE SCHOOL OF LIBRARY AND INFORMATION SCIENCE (GSLIS), UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN (UIUC)

Library and Information Science Building, 501 E Daniel St, Champaign, IL 61820

**Professor (2008 to 2010), currently Professor Emerita; Associate Professor (2002-2008);
Assistant Professor (1996-2002)**

Courses Taught

- LIS 201/COM 201: *Information, Technology and Organizations*
- LIS 590 RE / REL: *Social Science Research in Library and Information Science*
- LIS 590 UL: *Ubiquitous Learning*
- LIS 450 / 590 DK: *Distributed Knowledge*
- LIS 590 C1: *Community Informatics Research and Theory*
- LIS 590 DRM: *Doctoral Research Methods*
- LIS 370: *Systems Analysis and Management*
- LIS 590 EL/ELL: *E-Learning*
- LIS 450 / 590 CMC: *Computer-Mediated Communication*
- LIS 450 SNI / 590 SN: *Social Networks and Information*
- LIS 405/505: *Library Administration / Administration and Management of Libraries and Information Centers*
- LIS 490 A: *Proseminar and Reading Group*

Major Service Activities

- 2007 – 2009 Co-Director, Community Informatics Initiative, GSLIS
- 2008 – 2009 Chair, GSLIS Admissions Committee
- 2004 – 2007 Chair, Doctoral Studies Committee
- 2005 – 2006 University committee examining online education technology options
- 2002 – 2003 Interim Associate Dean, GSLIS (October 2002 to June 2003)
- 1999 – 2003 Coordinator, Undergraduate Minor in Information Technology Studies
- 1997 – 1999 University committee on Outcomes Assessment

PROFESSIONAL EMPLOYMENT

Systems Analyst, Developer and Manager

- 1990-1991 Systems Development Manager. Real-Time Applications Group Reuters P.L.C., Information Products Technology Group, Toronto, Ontario.
- 1989 Systems Application Development Manager. Application Development Group, I.P. Sharp Associates (A Reuter Company), Toronto, Ontario
- 1986-1989 Senior Systems Analyst. Financial Products Group, I.P. Sharp Associates, Toronto, Ontario
- 1981-1986 Programmer Analyst. Software Development Group, I.P. Sharp Associates, Toronto, Ontario

OFFICES HELD IN PROFESSIONAL SOCIETIES

- 2012 Founding member, *Society for Learning Analytics Research* (SoLAR). <http://www.solaresearch.org/>.
- 2012 – 2017 Executive Committee member, *Society for Learning Analytics Research* (SoLAR). <http://www.solaresearch.org/>. Secretary.
- 2005 – 2007 Executive Committee member, Association of Internet Researchers (AoIR).
- 2016+ Current editorships: Senior Associate Editor, *Journal of the Association of Information Science and Technology*. Editor-in-Chief Steve Sawyer (since 2016); Associate Editor, *Journal of Information and Learning Sciences*. Editors Sam Chu and Rebecca Reynolds (since 2016); Editorial Board member, *Journal of Community Informatics*, Editor: Colin Rhinesmith (since 2004).

MAJOR GRANT AWARDS

- 2019 - 2023 Social Science and Humanities Research Council (SSHRC)
The Rise of Anti-Social Behaviour in Social Media, PI: Anatoliy Gruz; Role: Collaborator.
- 2013 - 2018 Social Science and Humanities Research Council (SSHRC)
SSHRC Insight grant. *Learning Analytics for the Social Media Age*. PI: Anatoliy Gruz; Collaborator: George Siemens. Role: Co-PI. For 5 years, \$478,622. (Role changed to collaborator with move to a U.S. institution.)
- 2009 – 2013 National Science Foundation Math Science Program (MSP)
Entrepreneurial Leadership in STEM (Science, Technology, Engineering and Mathematics) Teaching and Learning. PI: Mats Selen; Co-PIs: Fouad Abd-El-Khalick, Cynthia Kehoe, Patricia Shapley, George Stanhope. Role: Senior Investigator. Funded for \$5,000,000. NSF Award No. 0831820. <http://enlist.mspnet.org/>.
- 2009 – 2010 Leverhulme Trust
Learning Networks. Visiting Professorship, October 2009-July 2010. Sponsor: Professor Richard Andrews and the Institute of Education, University of London. Total funding (salary, travel, local administration) of approximately £64,000.
- 1999 – 2003 National Science Foundation, Knowledge and Distributed Intelligence
Can Knowledge Be Distributed? The Dynamics of Knowledge In Interdisciplinary Alliances? PI: Bertram (Chip) Bruce; Co-PIs: Geoffrey Bowker (UCSD), Caroline Haythornthwaite (UIUC), Alaina Kanfer (Born), Joseph Porac (Emory); Senior Researchers: Nicholas Burbules (UIUC), James Wade (U. of Wisconsin). Funded for \$1,400,000. NSF Award No. 9980182.

MAJOR PUBLICATIONS

- Wellman, B. & Haythornthwaite, C. (Eds.) (2002). *The Internet in Everyday Life*. Oxford, UK: Blackwell Publishers.
- Haythornthwaite, C. & Kazmer, M.M. (Eds.) (2004). *Learning, Culture and Community in Online Education: Research and Practice*. NY: Peter Lang.
- Consalvo, M. & Haythornthwaite, C. (Eds.) (2006). *AoIR Internet Annual, Volume 4*. NY: Peter Lang.
- Andrews, R. & Haythornthwaite, C. (Eds.) (2007). *Handbook of E-Learning Research*. London: Sage.
- Haythornthwaite, C. & Andrews, R. (2011). *E-learning Theory and Practice*. London: Sage.
- Haythornthwaite, C., Andrews, R., Fransman, J. & Meyers, E. (Eds.) (2016). *Handbook of E-Learning Research, 2nd edition*. London: SAGE.



CITY OF NAPA MINUTE ORDER

955 School Street
Napa, CA 94559
www.cityofnapa.org

File #:	081-2023	Status:	Passed
Type:	Consent Calendar	In control:	CITY COUNCIL OF THE CITY OF NAPA
File created:	2/24/2023	Final action:	3/7/2023
On agenda:	3/7/2023		
Title:	Napa County Library Commission Membership		

CITY COUNCIL ACTION:

ACTION:

Under the March 7, 2023 City Council Meeting Consent Calendar, a motion was made by Councilmember Alessio, seconded by Councilmember Luros to appoint new member, Molly A. Adams, as the City of Napa Representative to the Napa County Library Commission for a term effective immediately and ending January 31, 2026. The motion carried by the following vote:

Aye: 4 - Alessio, Luros, Narvaez, Painter

Absent: 1 - Sedgley

I certify the above information is true and correct.

Tiffany Carranza, City Clerk
CITY OF NAPA



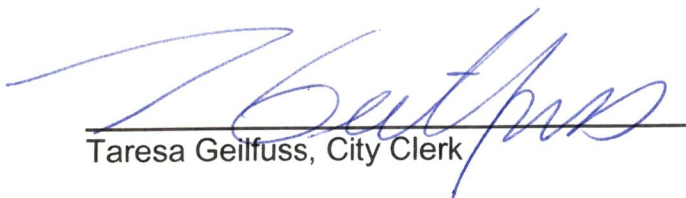
Office of the City Clerk

MINUTE ORDER NO. 2023-05

**A MINUTE ORDER OF THE CITY COUNCIL OF THE
CITY OF AMERICAN CANYON APPOINTING AISHA NASIR TO SERVE ON THE
NAPA COUNTY LIBRARY COMMISSION FOR A THREE-YEAR TERM
ENDING FEBRUARY 1, 2026**

At their meeting on January 30, 2023, the City Council of the City of American Canyon approved this item by the following motion and vote:

Motion by Councilmember Mark Joseph, seconded by Vice Mayor Washington and carried unanimously, to appoint Aisha Nasir to the Napa County Library Commission for a three-year term ending February 1, 2026.


Taresa Geilfuss, City Clerk



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: 6/6/2023

File ID #: 23-0908

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Jesus Tijero - BOS Staff Assistant II
SUBJECT: Out of State Travel Request

RECOMMENDATION

Interim County Executive Officer requests authorization for out of state travel for Supervisor Ryan Gregory and Supervisor Anne Cottrell to attend the National Association of Counties (NACo) 2023 Annual Conference in Austin, Texas from July 20, 2023 through July 24, 2023 at an estimated cost not to exceed \$3,500 each, to meet with federal officials regarding legislative matters related to Napa County.

EXECUTIVE SUMMARY

Today's action will authorize out of state travel for Supervisor Gregory and Supervisor Cottrell for July 20, 2023 through July 24, 2023 to attend the National Association of Counties (NACo) Annual Conference and meet with federal officials.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Board of Supervisors
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Supervisor Gregory and Supervisor Cottrell will represent Napa County while attending the NACo Conference and meet with federal officials on issues impacting Napa County. The estimated cost of the travel not to exceed \$3,500 each.
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Funds will not be authorized for the hotel and flights. Nor will the County of Napa have representation at the meetings with congressional offices and federal officials.
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 National Association of Counties (NACo) Annual Conference & Exposition is the largest meeting of county elected and appointed officials from across the country. Participants from counties of all sizes come together to shape NACo's federal policy agenda, share proven practices and strengthen knowledge networks to help improve residents' lives and the efficiency of county government.

In 2023, the conference will be held in Austin, Texas from July 21, 2023 - July 24, 2023. NACo is the only national organization that advocates for counties before the federal government, working to make sure that county governments are well represented and better understood as a key element in the governmental structure. Supervisor Gregory and Supervisor Cottrell will attend committee meetings and workshops.

2023 NACo Annual Conference & Exposition

Schedule as of: 05/16/2023

Thursday, July 20, 2023

Jul. 20
7:30 am to 5:00 pm

Conference Registration Open

Jul. 20
8:00 am to 4:30 pm

FEMA Workshop

Jul. 20
9:00 am to 10:00 am

CIO Technology Speed Sharing

Jul. 20
10:30 am to 5:15 pm

NACo's 2023 CIO Forum

This year's annual CIO Forum is focused on moving beyond being successful and making an impact by building resiliency through neurodiversity and skills training for IT, as well as developing short term and long-term strategies that bring innovation and transformation and keeps pace with the changing landscape of technology. Technology areas that will be covered include workforce, cybersecurity collaboration, change management, criminal justice and innovative opportunities.

Jul. 20
4:00 pm to 5:00 pm

NACo Ambassadors Meeting

Jul. 20
5:30 pm to 7:00 pm

CIO Forum Reception

Friday, July 21, 2023

Jul. 21
7:00 am to 6:30 pm

Conference Registration Open

Jul. 21
8:00 am to 9:30 am

First-Time Attendee Orientation

All first-time attendees are welcome to join us to learn about NACo and how to make the most of the Annual Conference. Due to limited space, this session is open to county officials and staff attending their first NACo conference. This event is invite only.

Jul. 21
8:30 am to 9:15 am

Policy Coordinating Committee Meeting #1

Jul. 21
9:00 am to 5:00 pm

Community Economic and Workforce Development Policy Steering Committee (Offsite Meeting)

Community, Economic and Workforce Development Policy Steering Committee members will travel to the Austin Community College Highland Campus to discuss critical issues and policy priorities on all matters pertaining to economic and workforce development, public works, and increasing and preserving affordable housing. Members will also consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts.

Jul. 21
9:30 am to 4:30 pm

Agriculture and Rural Affairs Policy Steering Committee Meeting

Join NACo's Agriculture & Rural Affairs Policy Steering Committee to learn about the diverse challenges facing rural America today, as well as key insights and innovations that may provide county leaders with tools to help their rural communities thrive. Committee members will hear from leading thinkers and decisionmakers from across the agriculture sector and rural development space, including nationally renowned policy experts, stakeholders, and federal partners. The committee will also participate in discussions on the 2023 Farm Bill and its impact on counties, and consider resolutions to shape NACo's advocacy on agriculture and rural policy.

Jul. 21
9:30 am to 4:30 pm

Environment, Energy and Land Use Policy Steering Committee

Federal partners and national policy experts will join the Environment, Energy and Land Use Policy Steering Committee to discuss committee policy priorities including the implementation of the Inflation Reduction Act and the Bipartisan Infrastructure Law; recycling and waste management; the status of the Waters of the U.S. regulation; addressing per- and polyfluoroalkyl substances; and building resilient water infrastructure.

Jul. 21
9:30 am to 4:30 pm

Finance, Pensions and Intergovernmental Affairs Policy Steering Committee

NACo's Finance, Pensions and Intergovernmental Affairs Policy Steering

Committee meeting will discuss a wide range of matters of importance to counties related to county revenues and fiscal management, federal tax reform, pension and retirement benefits, municipal bonds, the intergovernmental partnership and the balance of federalism, elections, and more. The committee will also hold its business meeting to consider policy resolutions related to relevant federal actions and updates to our platform.

Jul. 21

9:30 am to 4:30 pm

Health Policy Steering Committee

NACo's Health Policy Steering Committee will be joined by national experts and thought leaders to discuss timely health policy issues relevant to counties, and will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2023 – 2024 term.

Jul. 21

9:30 am to 4:30 pm

Human Services and Education Policy Steering Committee

National experts, county leaders and policymakers will join the Human Services and Education Policy Steering Committee to discuss policy priorities and best practices for strengthening the child care workforce, combating hunger through the 2023 Farm Bill, and implementing federal child welfare reforms. The committee will also reflect on lessons learned from county investments in programs for children and families using ARPA Recovery Funds.

Jul. 21

9:30 am to 4:30 pm

Justice and Public Safety Policy Steering Committee

Justice and Public Safety Policy Steering Committee members will be joined by Congressional and federal agency officials to discuss critical issues, including addressing mental health in the criminal justice system, disaster mitigation and response, and the outlook for the committee's policy priorities in the 118th Congress.

Jul. 21

9:30 am to 4:30 pm

Public Lands Policy Steering Committee

Join the Public Lands Policy Steering Committee for discussions with federal land management agencies on implementation of the Bipartisan Infrastructure Law, species conservation efforts, wildfire mitigation, energy and mineral development and improving recreation-based economies.

Jul. 21

9:30 am to 4:30 pm

Telecommunications and Technology Policy Steering Committee

The Telecommunications & Technology Policy Steering Committee will discuss topics including broadband infrastructure funding, internet affordability and adoption measures at the local level, rural cellular initiatives, next-generation 911 funding support, cybersecurity initiatives at the local level, and more. The committee will also hold its business meeting to review and vote on policy resolutions proposed before the committee for consideration.

Jul. 21
9:30 am to 4:30 pm

Transportation Policy Steering Committee

Join the Transportation Policy Steering Committee to learn more about how counties are working together with our intergovernmental partners, as well as one another, to rebuild and modernize our nation's infrastructure. During this meeting, we will hear from subject matter experts who will discuss various aspects of the significant role counties play in transportation and infrastructure. The committee will also vote on policy resolutions during this meeting.

Jul. 21
4:30 pm to 6:30 pm

Exhibit Hall Opening and Welcome Reception

Jul. 21
5:00 pm to 5:45 pm

Policy Coordinating Committee Meeting #2

Jul. 21
5:00 pm to 6:00 pm

County Talks, Presented by NACo

Jul. 21
5:00 pm to 6:30 pm

Affiliate and State Association Meetings

Jul. 21
6:30 pm to 8:00 pm

Affiliate and State Association Receptions

Saturday, July 22, 2023

Jul. 22
6:30 am to 8:00 am

NACo E-Bike Ride, Sponsored by BikeTexas

Jul. 22
7:30 am to 5:00 pm

Conference Registration Open

Jul. 22
8:00 am to 9:30 am

County Executive Roundtable Breakfast

Jul. 22
8:00 am to 9:45 am

NACo GIS Subcommittee Meeting

The Geographic Information Systems (GIS) Subcommittee of the Information Technology Standing Committee focuses on GIS education, national trends and proposed legislation that might affect GIS. Members are county elected officials, surveyors and planners, GIS directors and other county GIS leadership. The subcommittee will hear from national organizations and partners on relevant

topics on current and future landscape of GIS policies and practices including uncrewed vehicles.

Jul. 22

8:00 am to 10:00 am

Gulf States Counties and Parishes Caucus Meeting

Hear from policy experts on pressing federal issues impacting Gulf Coast counties and parishes. Caucus members will also discuss federal legislative priorities and strategize for future GSCPC events and initiatives. Caucus membership is open to all NACo county and parish government officials from Texas, Mississippi, Louisiana, Alabama and Florida.

Jul. 22

8:30 am to 9:30 am

Military Communities Breakfast

Jul. 22

8:30 am to 9:45 am

Curbing the Crisis: County Recommendations to Advance Housing Affordability

Navigate the complex landscape of county authority and housing affordability. Hear from NACo Housing Task Force members on specific policy recommendations and best practices that can be tailored and implemented in your community.

Jul. 22

8:30 am to 9:45 am

Supporting the County Government Workforce

County governments are critical to the nation's workforce, employing more than 1 in every 50 American workers. Join this workforce development summit to explore solutions and innovative approaches for applying skills-based practices to hiring and investments for improving the county government workforce. All county administrators and human resource and benefit professionals are encouraged to attend this workshop and become a part of NACo's new Workforce Network.

Jul. 22

8:30 am to 10:00 am

Mental Health Commission Meeting

NACo's Commission on Mental Health and Wellbeing will meet to conduct business, including recommendations for policy and programmatic best practices.

Jul. 22

8:30 am to 10:00 am

Resilient Counties Advisory Board Meeting and Breakfast

Join RCAB's members to learn how counties can plan for preventative measures to reduce loss of life and property resulting from severe weather conditions. In addition to plan development to prepare for disasters, presenters will provide specific building code options to prevent structural damage and disaster housing for displaced residents following disasters.

Jul. 22

Exhibit Hall Open

9:00 am to 3:00 pm*Jul. 22***10:00 am to 12:00 pm****Large Urban County Caucus (LUCC) Business Meeting**

NACo's Large Urban County Caucus meeting will feature conversations with national and local leaders on topics of importance to urban counties, including transportation and infrastructure, urban development, and workforce.

*Jul. 22***10:00 am to 12:00 pm****NACo IT Standing Committee**

The Information Technology Standing Committee, which consists of elected officials and county IT leaders, will focus on national trends and policies that could impact county technologies. Topics will cover cyber security resiliency, technology best practices, cloud vendor checklists. An overview of NACo pilots will be shared with members as well.

*Jul. 22***10:00 am to 12:00 pm****Rural Action Caucus (RAC) Business Meeting**

NACo's Rural Action Caucus will discuss issues important to rural America and to hear from guest speakers who are helping to shape policies important to rural communities.

*Jul. 22***12:00 pm to 1:15 pm****CORE Justice Network + SJC Site Luncheon**

This invite-only luncheon will host SJC site counties & County officials advancing Racial Equity (CORE) justice network members. Participants will have the opportunity to hear about MacArthur's Safety+Justice Challenge updates focusing on initiatives to advance racial equity throughout the criminal legal system and hear about the role and voice of lived experience in this work. Counties will have the opportunity to share their current challenges and goals to advance racial equity.

*Jul. 22***12:00 pm to 1:15 pm****Hold for State Association and Affiliate Lunches***Jul. 22***12:00 pm to 1:15 pm****Membership Standing Committee Meeting**

The Membership Standing Committee advises and supports NACo's membership recruitment and retention efforts while championing county engagement in NACo.

*Jul. 22***12:00 pm to 1:15 pm****National Council of County Association Executives (NCCAE) Business Meeting & Luncheon***Jul. 22***Healthy Counties Luncheon & Forum**

12:00 pm to 3:00 pm

Successful efforts to address health inequities require cross-systems collaboration. Learn from national experts and county leaders about opportunities (e.g., funding, partnership models) for multi-sector stakeholders to address the most pressing public health challenges, such as maternal health, mental health and others.

*Jul. 22***1:00 pm to 3:00 pm****Veterans and Military Services Committee Meeting**

The Veterans and Military Services Committee will hear from county officials, advocates, federal experts and those with lived experience on the challenges and opportunities facing women in the veteran and military community and children and youth in military families. Committee members will also discuss federal policy priorities and the relaunch of Operation Green Light for Veterans as avenues for better serving our veterans, service members and their families.

*Jul. 22***1:30 pm to 3:00 pm****Arts as a Vehicle for Change: Hosted by the Arts & Culture Commission**

County leaders and community partners are deploying the arts as a vehicle for advocating for change. Learn how to address pressing priorities through creative expression, including music, public art and performance.

*Jul. 22***1:30 pm to 3:00 pm****DCR Advisory Committee Meeting***Jul. 22***1:30 pm to 3:00 pm****Economic Development on the Border: Hosted by the International Economic Development Task Force**

In today's global economy, local economic development often does not stop at the county, state or even national lines. Rather, international trade and business partnerships can help drive local economies forward. In this session, learn from county peers located on or near our northern and southern borders about the value of North American trade and managing economic relationships with our Canadian and Mexican counterparts. Hosted by the International Economic Development Task Force, this session is open to all attendees.

*Jul. 22***1:30 pm to 3:00 pm****Immigration Reform Task Force Meeting**

The Immigration Reform Task Force (IRTF) will meet to discuss the latest developments on immigration reform, the impact of federal immigration policy on local governments and communities, and hear from policy experts.

*Jul. 22***1:30 pm to 3:00 pm****NACo Programs and Services Committee Meeting**

The NACo Programs and Services Standing Committee will receive updates on NACo's programs and services and generate recommendations for the NACo

officers and the board on future programming. This meeting is open to all conference attendees.

Jul. 22
1:30 pm to 3:00 pm

Western Interstate Region (WIR) Board of Directors Meeting

The Western Interstate Region (WIR) is dedicated to the promotion of Western interests within NACo, including public land issues (use and conservation), community stability and economic development, and the promotion of the traditional western way of life. WIR Board Members will discuss county involvement in energy production, balancing resource development needs and public access to federal lands and opportunities to grow rural Western economies.

Jul. 22
1:45 pm to 3:00 pm

NACo Board of Directors Forum

Jul. 22
3:15 pm to 4:30 pm

General Session #1

Jul. 22
4:30 pm to 5:00 pm

NACo 2nd Vice President Candidates Forum

Jul. 22
5:00 pm to 6:30 pm

Affiliate and State Association Meetings

Jul. 22
5:30 pm to 7:30 pm

Healthy Counties Advisory Board Reception

Jul. 22
5:30 pm to 7:30 pm

Reception for Graduates of NACo's Leadership Program

Jul. 22
5:30 pm to 7:30 pm

Workforce Development Reception

Jul. 22
6:30 pm to 8:00 pm

Affiliate and State Association Receptions

Jul. 22
6:30 pm to 8:30 pm

NACo Board of Directors Reception

Sunday, July 23, 2023

Jul. 23
7:30 am to 8:15 am

Non-Denominational Worship Service

Jul. 23
8:00 am to 5:00 pm

Conference Registration Open

Jul. 23
8:45 am to 10:00 am

Cutting-Edge County Solutions: New Programs for Procurement and Employee Voluntary Benefits

Jul. 23
8:45 am to 10:00 am

Evaluating Clean Energy Opportunities in Your County

Resources from the Bipartisan Infrastructure Law and Inflation Reduction Act are available for clean energy initiatives that reduce emissions, invest in infrastructure and purchase equipment. Panelists will highlight pathways for preparing your county for alternative energy generation, including solar and agrivoltaics, distributed wind, electric vehicle charging networks, and geothermal technology. Panelists will touch on site and permits, installation and workforce, and state preemption as well as partnership and funding opportunities. This workshop will include the Solsmart program's technical assistance resource for local governments to expand affordable solar energy.

Jul. 23
8:45 am to 10:00 am

Implementing New ARPA Guidance: Understanding Eligible Uses and Reporting Requirements

Championed by U.S. Sens. John Cornyn (R-Texas) and Alex Padilla (D-Calif.), the bipartisan State, Local, Tribal and Territorial Fiscal Recovery, Infrastructure and Disaster Relief Flexibility Act grants additional latitude to county governments in investing resources from the American Rescue Plan's (ARPA) Coronavirus State and Local Fiscal Recovery Fund, which allocated \$65.1 billion directly to every county, parish and borough. The new flexibility includes allowable investments in infrastructure, community development, and disaster response. Participants will hear an overview of the U.S. Treasury Department's new Interim Final Rule that outlines the updated eligible uses under the Cornyn/Padilla amendment, the coinciding reporting requirements, and how counties are implementing this new rule ahead of the December 31, 2024 deadline.

Jul. 23
8:45 am to 10:00 am

Improving Economic Stability for Young Children Through Two-Generation Strategies

Learn from county officials who have successfully implemented two-generation approaches to improve economic stability and well-being for young children. The session will explore how working with children and the adults in their lives can support economic mobility.

Jul. 23
8:45 am to 10:00 am

Leaving a Lasting Legacy through the Power of a Strong Leadership Model

County leaders have the opportunity to shape our communities for years to come. But how can you ensure your impact lasts beyond your time in office? This workshop, powered by NACo's High Performing Leadership Academy, will supply you with tools to create a legacy by harnessing a leadership motto. More than just a catchy phrase, a leadership motto is a guiding principle that informs your every action. In this workshop, learn how to identify and develop your own powerful leadership motto and strategies for integrating your motto into your leadership style and decision-making.

Jul. 23
8:45 am to 10:00 am

Reducing Recidivism and Improving Outcomes after Incarceration

Counties nationwide operate 90 percent of all local jails and provide services to people leaving jails and on community supervision. People leaving jails often face a variety of challenges – from housing and employment to behavioral health treatment and recovery services. Additionally, the Medicaid Inmate Exclusion Policy (MIEP) results in higher rates of recidivism, increased health care costs and poorer health outcomes. During this session, attendees will hear from national experts and county leaders on the latest trends in re-entry and community supervision.

Jul. 23
9:00 am to 10:30 am

The Workforce Network Advisory Council (WNA Council) Meeting

Jul. 23
9:00 am to 12:00 pm

Exhibit Hall Open

Jul. 23
9:00 am to 12:00 pm

NACo Board of Directors Meeting

Jul. 23
10:30 am to 11:45 am

Building the Future: Strategies for Bipartisan Infrastructure Law Implementation

This session will explore ways county leaders can apply for funding under the Bipartisan Infrastructure Law to build a foundation for long-term sustainability. The workshop will highlight county programs, including broadband deployment, transportation projects, energy efficiency, and water and sewer improvements.

Jul. 23
10:30 am to 11:45 am

Deploying Resources from the Department of Defense and other Federal Partners for Environmental Stewardship

This workshop will bring together officials from the U.S. Department of Defense's Readiness & Environmental Protection Integration (REPI) Program and leaders from counties that neighbor military installations to discuss partnerships to advance climate resiliency. Participants will learn about the REPI Program's

critical role in strengthening local capacity to build resiliency and discover opportunities to leverage REPI funding to match other federal funds.

Jul. 23

10:30 am to 11:45 am

Fireside Chat: Improving Services and Optimizing Revenue and Cost-Savings

In our electoral system, the nation's county governments typically administer and fund elections at the local level, including overseeing polling places and voting systems, and coordinating poll workers for federal, state and local elections. The specifics of election administration align with federal standards but vary from county to county and state to state, resulting in a variety of approaches to ensure safe, secure and fair elections. During this session, participants will hear from county election officials on the basics of election administration and will walk away with an understanding of key authorities and themes that are common and unique to counties across the country.

Jul. 23

10:30 am to 11:45 am

Navigating Crisis Communication

Join the National Association of County Information Officers (NACIO) for robust discussion and Q&A focused on crisis communications and today's uniquely challenging news landscape. More than ever, county officials are navigating the world of "fake news" and communicating in the face of natural disasters and other crises. Learn key tips for rapid response communications, remaining calm under pressure, and adhering to a strong sense of audience and objective.

Jul. 23

10:30 am to 11:45 am

NCCAE Continuing Education Discussion Session

Jul. 23

10:30 am to 11:45 am

Revitalizing County Health, Public Safety and Legal Systems

Examine how counties are strengthening our health, public safety and legal systems to make real the promise of ensuring justice for all. Learn about key resources counties are leveraging to center the experiences of underserved populations and address social determinants of health. This session will highlight county strategies for improving health equity within, and across, our health, human services and criminal legal systems.

Jul. 23

10:30 am to 11:45 am

Understanding Lessons Learned and Trends in Elections

In our electoral system, the nation's county governments typically administer and fund elections at the local level, including overseeing polling places and voting systems, and coordinating poll workers for federal, state and local elections. The specifics of election administration align with federal standards but vary from county to county and state to state, resulting in a variety of approaches to ensure safe, secure and fair elections. During this session, participants will hear from county election officials on the basics of election administration and will walk away with an understanding of key authorities and themes that are common and unique to counties across the country.

Jul. 23
12:00 pm to 2:00 pm

NACo Achievement Awards Lunch & General Session #2

The Achievement Awards Luncheon & General Session will feature best-in-category winners of NACo's Achievement Awards program and a keynote speaker. This luncheon is open to all conference attendees.

Jul. 23
2:30 pm to 5:00 pm

Advancing Prosperity: Summit on Economic Mobility Opportunities for Residents

County policies, programs, partnerships and funding can create pathways to improved financial prosperity for our residents. This capstone to NACo's multi-year partnership with the Gates Foundation will focus on three key policy areas to support inter-generation wealth-building, including equitable access to broadband, community development, workforce development and financial security.

Jul. 23
2:30 pm to 5:00 pm

Enhancing Wellbeing: Summit on Mental Health

In response to increasing mental health caseloads across the country, county officials are partnering with local and state leaders to develop behavioral health continuums of care. NACo's Mental Health Commission will lead a discussion of best practices around intergovernmental partnerships that support the 988 Lifeline and crisis response, the entry point to behavioral health systems of care; bolster the increased need and resulting shortage of a behavioral health workforce; and to address exclusionary policies that often preclude effective behavioral health care options that can reduce recidivism and other cyclical service utilization patterns.

Jul. 23
2:30 pm to 5:00 pm

Safeguarding Our Counties: Summit on Disaster Resiliency

As the frequency, severity and cost of natural disasters increases, this summit will provide attendees with an overview of federal resources available to help bolster community resiliency, including strengthening local energy grids, critical infrastructure and households. This session will also highlight innovative county solutions that have been implemented to safeguard against future disasters.

Jul. 23
2:30 pm to 5:30 pm

Mobile Workshop: 911 Emergency Communications and STAR Flight Mobile Tour

CTECC (Combined Transportation, Emergency & Communications Center) improves emergency response coordination and cooperation by providing a centralized public safety facility sustaining the operations of shared, critical emergency communications and transportation management for the region. CTECC is jointly owned by Travis County, the City of Austin, Texas Department of Transportation and the Capital Metropolitan Transportation Authority. STAR Flight is the only 24/7 aerial emergency medical service in Texas that performs highly specialized emergency response services, including emergency medical transport, still and swift water rescue, search and rescue, high angle rescue, fire suppression/aerial reconnaissance, and law safety assistance. STAR (Shock

Trauma Air Rescue) Flight is owned and operated by Travis County and serves 19 counties in central Texas.

Jul. 23
2:30 pm to 5:30 pm

Mobile Workshop: Community First! Village Mobile Tour

Community First! Village is a 51-acre master planned community that provides affordable, permanent housing and a supportive community for the disabled, chronically homeless in Central Texas. Since 2005, this transformative residential program has been a staple of Mobile Loaves & Fishes and has become the largest community-based model in the country lifting homeless men and women up off the streets into community and home.

Jul. 23
3:00 pm to 5:00 pm

NACo Credentials Meeting

Jul. 23
5:30 pm to 6:30 pm

Affiliate and State Association Meetings and Receptions

Jul. 23
5:30 pm to 6:30 pm

Pew Charitable Trust Reception

Hosted by The Pew Charitable Trusts, this networking reception will offer opportunities to meet Pew researchers and talk county priorities.

Jul. 23
7:00 pm to 9:00 pm

Large Urban County Caucus and Rural Action Caucus Joint Reception

Monday, July 24, 2023

Jul. 24
8:00 am to 9:15 am

Affiliate and State Association Meetings and Breakfasts

Jul. 24
8:00 am to 5:00 pm

Conference Registration Open

Jul. 24
9:30 am to 11:45 am

NACo Annual Business Meeting

Join the Annual Business Meeting of the National Association of Counties where county members will consider policy resolutions, elect a slate of officers for the 2023-2024 term, and conduct other business as necessary.

Jul. 24
12:00 pm to 1:30 pm

Conference Break (Lunch on Your Own)

Jul. 24
2:00 pm to 2:45 pm

Central Region Caucus Meeting

All attendees from the Central Region are invited to learn more about NACo and what is happening in the region. The Central Region includes the following states: Iowa, Illinois, Indiana, Kansas, Michigan, Minnesota, Missouri, Nebraska, Ohio, Oklahoma, Wisconsin.

Jul. 24
2:00 pm to 2:45 pm

Northeast Region Caucus Meeting

All attendees from the Northeast Region are invited to learn more about NACo and what is happening in the region. Northeast Region includes the following states: Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, Pennsylvania, West Virginia.

Jul. 24
2:00 pm to 2:45 pm

South Region Caucus Meeting

All attendees from the South Region are invited to learn more about NACo and what is happening in the region. The South Region includes the following states: Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas.

Jul. 24
2:00 pm to 2:45 pm

West Region Caucus Meeting

All attendees from the West Region are invited to learn more about NACo and what is happening in the region. The West Region includes the following states: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, North Dakota, New Mexico, Nevada, Oregon, South Dakota, Utah, Washington, Wyoming.

Jul. 24
2:30 pm to 3:45 pm

Making the Most of August Recess: Advocacy Tips for County Officials

Jul. 24
2:30 pm to 3:45 pm

Nationwide Workshop: Social Security, Efficient Retirement Plan Distributions and Lifetime Income

Jul. 24
3:00 pm to 4:15 pm

Breaking the Stigma: Empowering Mental Health Champions

County elected officials and staff play a critical role as the front-line service providers during trying times. This pressure and exposure to trauma can have a lasting impact on elected officials and county employees alike. This workshop will feature a training from the National Council on Mental Wellbeing's Mental Health First Aid program, equipping attendees with strategies for identifying and responding to mental health issues in the workplace, techniques to identify team

members facing mental health or substance abuse challenges, and how to build a culture and organization that supports wellbeing.

Jul. 24

3:00 pm to 4:15 pm

Dreaming Big in Coal Country

Innovation is underway in coal counties across the U.S. This workshop will showcase inventive, forward-looking and locally led projects that are driving economic opportunity and community vitality. Join coal community leaders and learn about available federal resources to pursue your local economic diversification strategies. Dream big and walk away more inspired by the potential within your community.

Jul. 24

3:00 pm to 4:15 pm

Robert's Rules 101: Crash Course

Robert's Rules can help you run an efficient meeting. But how do you run an effective meeting? This workshop is a crash course in Robert's Rules where we will deliver tools to minimize meeting disruptions, define proper procedures and apply Robert's Rules to real-life parliamentary examples.

Jul. 24

3:00 pm to 4:15 pm

The Opioid Epidemic in Rural America: Creating Justice System Pathways to Care

While no corner of the country has been untouched by the opioid epidemic, the overdose crisis has hit rural America particularly hard. Between 1999 and 2015, overdose deaths increased 325 percent in rural counties. Additionally, people with substance use disorder are often routed into the legal system and incarcerated, which may disrupt treatment and increase overdose risks. Hear from members of NACo's Opioid Solutions Leadership Network and the Reaching Rural Initiative about how rural counties are adopting solutions to the persistent challenges in addressing substance use disorder.

Jul. 24

3:00 pm to 4:15 pm

Trends in Federal and State Preemption

County authority and responsibility is granted by state constitutions and statutes, and states are increasingly passing laws that preempt county authorities and limit local policymaking in a range of issues. This session will explore county authority in revenue generation and land use planning, state preemption of county authority to manage, protect and tax local land, and point participants toward solutions that can be tailored for unique local circumstances.

Jul. 24

3:00 pm to 5:00 pm

Enacting Policies and Service Delivery that Benefit All

Hear how we as leaders can make decisions in policy and service delivery to improve the trajectory of our communities regardless of our function in county government. Learn about the unique opportunities that face us and how we can leverage resources to ensure equity is central to our governance.

Jul. 24

NACo New Board of Directors Orientation Meeting

4:30 pm to 5:00 pm

Jul. 24

6:00 pm to 9:30 pm

NACo All-Conference Closing Reception



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: 6/6/2023

File ID #: 23-0973

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: Amendment #2 to Agreement with George Hills Co., Inc.

RECOMMENDATION

Interim County Executive Officer requests authorization to sign Amendment No. 2 to Agreement No. 180072B with George Hills Co., Inc., for two years commencing July 1, 2023, with the option of three one-year extensions, for general liability claims administration in the amount of approximately \$50,000 annually.

EXECUTIVE SUMMARY

The County has been self-insured for liability insurance since the 1980s and contracts with a third-party administrator for claims management. This is a more effective delivery model than in-house processing since a provider has the technology and expertise to service the County's workload.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 45000 Liability Insurance and allocated across operating departments.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Professional claims management
Is the general fund affected?	Yes
Future fiscal impact:	Minimal
Consequences if not approved:	Technology must be purchased and staff will need to be hired and trained to perform tasks.
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 has been self-insured for liability insurance since the 1980s and contracts with a third-party administrator for claims management. This is a more effective delivery model than in-house since a provider has the technology and expertise to service the County's workload.

**SECOND AMENDMENT
NAPA COUNTY AGREEMENT NO. 180072B**

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 180072B is made and entered into as of July 1, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and GEORGE HILLS COMPANY, INC. a California corporation, whose principal place of business is 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670-6129, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to individually as “Party” and together as “Parties.”

RECITALS

WHEREAS, by Napa County Agreement No. **180072B** (“Agreement”), entered into as of August 1, 2017, CONTRACTOR agreed to conduct general liability claims adjusting and claims administration services in exchange for compensation from the COUNTY; and

WHEREAS, the Parties amended the Agreement on June 16, 2020, to extend the term of the Agreement to June 30, 2021, with two subsequent automatic fiscal year renewals; and

WHEREAS, the Parties now desire to amend the Agreement to further extend the term of the Agreement, update the scope of work to be provided by CONTRACTOR, and update the compensation to be paid by COUNTY for such services;

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

TERMS

1. Paragraph 1, “Term of the Agreement,” is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this amended Agreement shall commence on July 1, 2023, 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 terms of the Agreement, and the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (taxes) and 21 (Access to Records/Retention). For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30. Effective with this Amendment, 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 three (3) 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.

2. **Exhibit A, “Scope of Services”** shall be replaced with the document attached hereto as **Exhibit A-1**, which is fully incorporated into the Agreement as of July 1, 2023, and which shall govern the services provided by CONTRACTOR to COUNTY as of that date.

3. **Exhibit B, “Compensation and Expense Reimbursement”** shall be replaced with the document attached hereto as **Exhibit B-1**, which is fully incorporated into the Agreement as of July 1, 2023, and which shall govern the compensation, fees, and reimbursement of expenses to be paid to CONTRACTOR by COUNTY as of that date.

4. All other terms and conditions stated in Agreement No. 180072B, as previously amended, and not expressly changed, replaced, or modified by this Second Amendment and Exhibits A-1 and B-1 hereto, shall remain as stated in the Agreement, as previously amended, without any change.

IN WITNESS WHEREOF, this Second Amendment of Napa County Agreement No. 180072B was executed by the Parties hereto, effective as of the date first above written.

GEORGE HILLS COMPANY, INC.

By: _____
JOHN E. CHAQUICA, CEO

By: _____
CHRIS SHAFFER, COO

NAPA COUNTY, a political subdivision of
the State of California

By: _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Sherri S. Kaiser</u> Chief Deputy County Counsel Date: <u>5/31/2023</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-1”
SCOPE OF SERVICES**

CONTRACTOR, referred to in this Exhibit A-1 as “GH,” shall provide to COUNTY the following services:

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

- 1) Access to CMIS and training.
- 2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
- 3) Monthly claim summary reports.
- 4) Providing loss run data and required reports.
- 5) Providing annual reports to outside agencies.
- 6) Filing of regulatory reports (such as 1099, W-9, etc.).
- 7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by COUNTY.
- 8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
- 9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
- 10) Discussion and agreement on the Approval process.
- 11) Process checks weekly.
- 12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
- 13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
- 14) Submit monthly check registers of all transactions made for the period.
- 15) Monitor account balance, prepare replenishment requests as needed.
- 16) Monthly bank reconciliation (prepared and sent to COUNTY).
- 17) Special reports that are requested to go with billing invoices (by member, claim type, etc.).
- 18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).
- 19) Certificates of insurance and insurance policy endorsements as required by the Agreement.

B. Investigative Services

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all COUNTY losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) In the event COUNTY or another agency conducts any investigation, and upon COUNTY's request, GH shall review and analyze that investigation for liability and/or damage issues and for possible additional follow-up investigation.
- 4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 5) Undertake items of investigation requiring special handling for COUNTY at the direction of the COUNTY's Attorney or authorized representative.

C. Liability and Claim Handling Services

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) GH will follow any COUNTY policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
- 4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
- 6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify COUNTY when COUNTY is about to exhaust the Self-Insured Retention.
- 9) Obtain COUNTY-approved settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Appear on behalf of COUNTY in small claims actions filed against COUNTY on open claims handled by GH.
- 11) Perform periodic reviews, as needed, of COUNTY files and claims as well as statutory requirements to ensure compliance, including excess insurance related requirements.

- 12) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. (*See Attachment B*)
- 13) To the extent there is confidential PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. General Liability and Property Claim Handling Services - Pre-Litigation

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) GH will follow any COUNTY policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
- 4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
- 6) Determine the need for defense representation, recommend legal counsel, and support litigation efforts of defense counsel.
- 7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 8) Maintain records on any such claim and notify COUNTY when CIRA is about to exhaust the Self-Insured Retention.
- 9) Obtain COUNTY-approved settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 10) Appear on behalf of COUNTY in small claims actions filed against COUNTY on open claims handled by GH.
- 11) Perform periodic reviews, as needed, of COUNTY files and claims as well as statutory requirements to ensure compliance, including excess insurance-related requirements.
- 12) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting.
- 13) To the extent there is confidential PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

E. Litigation Management and Support Services

COUNTY has elected to handle all litigated matters in-house. Notwithstanding that decision and if COUNTY later determines that assistance is desired from GH on litigated matters, GH stands ready and willing to perform the following services:

- 1) Claims Processors, Adjusters, and/or Supervisors will perform the following services in relation to litigated or to-be-litigated claims:
 - a. Upon notification by the COUNTY that litigation has been filed on an General Liability or Property claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
 - b. Assist defense counsel in on-going litigation defense efforts.
 - c. Obtain regularly updated Litigation Plan and Budget from defense counsel.
 - d. Review legal bills for compliance with Litigation Plan and Budget.
 - e. Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
 - f. Assist in responding to discovery or preparing discovery.
 - g. At the request of COUNTY, attend mediations and settlement conferences on behalf of COUNTY.
 - h. Read and analyze relevant communications from defense counsel. Regularly discuss, review, and contribute to investigation, discovery, and case strategy with defense counsel.
 - i. Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the COUNTY.
- 2) If requested, GH will assign one of GH's in-house attorneys to serve as the Litigation Manager for designated claims which fall into any of the categories identified below:
 - a. Claims or cases designated as "Watchlist" based on agreement of COUNTY and GH;
 - b. All litigated matters involving an alleged violation of civil rights by law enforcement officers or public employees;
 - c. Matters with an incurred amount of \$250,000 or greater;
 - d. Any matter with fiscal or political significance;
 - e. Claims with potential Conflict of Interest for County.

The Litigation Management services to be performed may include:

- a. Assess excess coverage reporting requirements and potential issues related to coverage and advise GH personnel of the need for reporting;
- b. Identify the need for evidence preservation including scope and duration;
- c. Assess need for early intervention by and assignment to defense counsel where appropriate;
- d. Assess need for early retention and evaluation by expert witnesses;

- e. Review case evaluations, correspondence and status reports forwarded by defense counsel to advise COUNTY on proper handling including settlement, trial, or appellate work;
- f. Monitor the case and advise on updating reserves and financial information on the file to maintain current and accurate loss information;
- g. Provide advice on defense counsel and ensure that a plan of action, budget, and evaluation of the case is prepared and maintained by defense counsel on designated cases;
- h. Obtain, review, and analyze status reports of defense counsel and advise COUNTY on selection of strategy, need for motions, retention of experts, and trial preparation;
- i. Advise COUNTY on settlement positioning, need for authority, risks of trial, and valuation of case deemed prudent for settlement purposes.

F. Reports and Procedures

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide COUNTY with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no less than every ninety (90) days until the claim closes, unless extended diary is appropriate;
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by GH in connection with this Agreement shall be COUNTY's property, except that GH may retain a copy of such reports, documents, and claim data that reflect its work product. Additional copies of original reports, documents, and data requested by COUNTY will be at COUNTY's expense;
- 3) GH agrees that COUNTY has access to and the right to audit and reproduce any of GH's relevant records to ensure that COUNTY is receiving all services to which COUNTY is entitled under this Agreement or for any purpose relating to the Agreement.

G. Data

- 1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. COUNTY will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the COUNTY's additional expense;
- 2) Record all claim information including all financial data;
- 3) Provide COUNTY and broker read only on-line access to the claims data system (up to five users), if desired by COUNTY;
- 4) Provide monthly standard loss run and check register;

- 5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA;
- 6) Provide assistance to COUNTY in developing customized reports when requested (may require additional charge);
- 7) Arrange for electronic file conversion for any open and closed claims at the direction of COUNTY.

H. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with COUNTY to review and discuss COUNTY's claims inventory and claims results for specified periods and the delivery of services by GH.

I. Financial Accounting

- 1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the COUNTY;
- 2) Maintain a copy of all checks drawn by GH to pay claims and claims-related expenses;
- 3) Submit monthly check registers of all transactions made for the period;
- 4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options;
- 5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form and may be amended from time to time at request of COUNTY;
- 6) GH will provide monthly bank reconciliation reports to COUNTY for audit purposes.

J. Third Party Subrogation Services

In any claim in which COUNTY is alleged to be liable or case in which COUNTY is a named defendant, GH will identify additional parties to that dispute which may also bear responsibility or liability for the damages claimed by the claimant(s) and/or plaintiff(s). Where additional individuals or entities are identified as having some responsibility, GH will perform the following services:

- 1) Inform COUNTY of such additional individuals or entities and the basis for potential liability;
- 2) Prepare and file a claim with each identified individual or entity;
- 3) As applicable, and with COUNTY's prior approval, tender defense to or seek recovery from any identified individual or entity;
- 4) With COUNTY's prior approval and ongoing legal oversight, and with the assistance of counsel, GH will prepare and file, or caused to be prepared and

- filed, any necessary litigation required to affect the claim of recovery on behalf of the COUNTY;
- 5) Subject to COUNTY's ongoing legal oversight and approval, manage litigation related to such claims or cases made to or filed against the other individual or entity;
 - 6) All costs and expenses of litigation filed pursuant to this section, including attorney's fees for outside counsel where necessary and approved, will be paid by COUNTY.

K. First Party Subrogation Services

In the event that COUNTY identifies damages it has sustained with a value of \$1,000 or greater and for which any individual or entity is believed to be liable or responsible, the following may be performed:

- 1) COUNTY may authorize GH to act as a representative of COUNTY for the investigation, adjustment, processing, supervision, and evaluation of an ultimate recovery of potential money from the identified individuals or entities;
- 2) With prior approval of COUNTY, GH may appear on behalf of COUNTY in small claims court;
- 3) With prior approval of COUNTY, GH may engage the services of an attorney acceptable to the COUNTY to consult, review, and determine the best legal strategy available leading to recovery for the COUNTY. Upon determination by the attorney that a civil action is in the best interest of COUNTY, GH will notify COUNTY and obtain authorization to initiate litigation in accordance with the recommendations of the COUNTY and its attorney;
- 4) Where GH is able to recover money from an identified individual or entity, in addition to any other compensation identified in this contract, COUNTY will pay a Subrogation Fee in the amount of 30% of the gross amount recovered for each recovery obtained by GH. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving the COUNTY of any fiscal responsibility for rejected claims only. The amounts due under this section shall be invoiced to the COUNTY on a monthly basis following COUNTY's receipt of the recovery payment from the at-fault party;
- 5) While GH is handling a subrogation claim for the COUNTY pursuant to the terms of this Agreement, and the institution of a civil action is determined by the COUNTY to be the best course of action, COUNTY may elect to, at COUNTY's expense, recall the claim to the COUNTY's control so that COUNTY may pursue recovery in a manner in the best interest of the COUNTY. In the event the COUNTY recalls the claim as indicated above, COUNTY shall be responsible for payment to GH for any and all time and expense incurred by GH's subrogation claim adjuster, and/or subrogation division staff, up to the time wherein the claim has been recalled by the COUNTY;

- 6) Where requested, GH shall consult with COUNTY on claims and other related matters not specifically assigned to GH for handling under this Agreement;
- 7) GH reserves the right to cease working on any claim whereas information has not been made available to GH within 120 days after GH has submitted the information and/or documentation to the COUNTY, at such time, the claim will be closed;
- 8) Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the COUNTY shall pay GH for all expenses and time spent, to date, on any claims(s) currently open and recovery in process. Payment shall be based on the current hourly rate of GH of \$95.00 per hour. GH will submit final invoice within five business days of termination;
- 9) All costs and expenses of litigation filed pursuant to this section, including attorney fees for outside counsel where necessary and approved, will be paid by the COUNTY;
- 10) GH does not handle subrogation claims with a value less than \$1,000.

II. **COUNTY EXPRESSED AUTHORITY AND LIMITATIONS**

The list immediately below contains numerous services provided in this Agreement. COUNTY has checked the appropriate boxes establishing the authority of GH to act on COUNTY's behalf or the limitation as to that authority.

INVESTIGATION:

- ☒ George Hills will conduct all investigations
- ☐ COUNTY will conduct all investigations
- ☐ COUNTY will direct GH on each claim as to who performs investigations

In the event the COUNTY or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

- ☒ Must be preauthorized by COUNTY
- ☐ Does not need preauthorization

REJECTION OF CLAIMS:

COUNTY'S position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency*). Check all that apply.

Protocols for Rejections

- ☒ GH needs authorization
- ☐ GH does not need authorization
- ☐ GH sends the Rejection
- ☐ COUNTY sends the Rejection

☒ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☒ GH will handle litigated claims

☐ Full

☒ As assigned

☐ Check Issuance and Data Input

☐ Data Input only

☒ COUNTY will supervise litigated claims through County Counsel

☐ COUNTY will send data to GH weekly

☒ COUNTY will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends

☒ At COUNTY request only

Small Claims Actions filed against COUNTY

☒ GH always appears

☐ At COUNTY request only

Legal Counsel

☒ GH must have COUNTY authorization to refer to outside Legal Counsel

☐ GH does not need COUNTY authorization to refer to outside Legal Counsel

☐ GH must use COUNTY approved Legal Panel for Attorney selection

☒ COUNTY does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by COUNTY inhouse Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

COUNTY specific Litigation Guidelines:

☐ Yes ☐ No

COUNTY specific Litigation Referral Form/Letter:

☐ Yes ☐ No

COUNTY specific Litigation Budget Form:

☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as:

☐ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ COUNTY will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:**Reserve Setting within SIR:**

☐ \$0.00 ☒ Other: \$5,000 Adjuster must seek approval from COUNTY to post indemnity reserves above authority level.

Settlement Authority

☒ \$0.00 ☐ Other: \$5,000 Adjuster must seek approval from COUNTY to consent to settlement of any claim at or above the amount indicated.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the COUNTY.

☒ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of COUNTY

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of COUNTY.

FIRST PARTY SUBROGATION SERVICES:

☒ COUNTY elects to incorporate the first party subrogation services of GH into the contract

☐ COUNTY authorizes GH to initiate first party subrogation claims on behalf of COUNTY

☒ COUNTY agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to 30% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ COUNTY agrees to the terms and conditions stated in Attachment A-1 and B-1, Subrogation Services.

**EXHIBIT “B-1”
COMPENSATION AND EXPENSE REIMBURSEMENT**

The compensation to be paid pursuant to this Agreement is comprised of three distinct categories:

A: “Administrative Services”

B: “Fees for Claim Adjusting Services”

C: “Allocated Costs/Expenses”

The Fees and Costs/Expenses pursuant to subsections “A”, “B”, and “C” will be billed together monthly in a standard invoice format utilized by CONTRACTOR (herein referred to as “GH”) and acceptable to COUNTY. Additionally, if COUNTY elects to receive any optional services identified in subsections “F” or “G” below, all additional amounts will also be billed together monthly where applicable.

A. Administration Services

- 1) Annual Administration Fee: \$6,000 – billed annually subject to a prorated refund if for any reason the Agreement is terminated before the end of a fiscal year.
- 2) MMSEA: There is a \$500 annual reporting fee, charged to support our contract with our service provider for reporting to CMS. This fee is billed annually at the beginning of the Agreement period.
- 3) System Access Fee: Access to the claims management information system, “CMIS,” which includes the setup and management of up to five (5) “read only” user accounts. “Read/write” access to the system can be obtained for an additional fee. This fee is included in the Annual Administration Fee stated above.
- 4) iMetrics Report Fee: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.
- 5) George Hills Client Portal: GH operates a client interface which is intended to provide COUNTY with information regarding claims related and loss information. COUNTY will be provided with access for two (2) users at no additional cost.
- 6) Custom Reports: Additional charges for custom reporting, which is defined as reporting that requires use of a third-party programmer for three hours or more and is COUNTY-specific. Custom reports requested by the County are billed at the rate of \$125 per hour for work needed to create the report. After creation of the report, there is no fee to run the report.

- 7) Catastrophic Fees (not applicable when fees are based on Time and Expense): GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, GH requires additional hours for the handling of such claims. Should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own attorneys, COUNTY shall be billed on a time and expense basis at the current hourly rate for all services.
- 8) Annual Fee Escalator: The Annual Fixed Fee and all hourly rates in this Agreement shall be adjusted at the beginning of each subsequent fiscal year during the term of this Agreement by the lesser of 5% or in accordance with the changes in the Consumer Price Index (CPI-U) for all Urban Consumers applicable to the Napa area using the most recently published month annual percentage change for "All Items," but in any event such increase shall not be less than 3%.
- 9) General File: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

B. Fees for Claim Adjusting Services

- 1) Time and Expense: The GH Claims team will charge time to each claim using 1/10th of an hour increments for each task performed on a claim. The time spent and further descriptions of each task shall be stated on each monthly invoice. The current hourly rates are:

Litigation Manager:	\$225/hour (if service requested by COUNTY)
Claims Supervisor:	\$124/hour
Claims Adjuster:	\$99/hour
Claims Processing:	\$84/hour

C. Allocated Costs/Expenses

GH will charge to COUNTY both allocated and non-allocated costs and expenses incurred pursuant to this Agreement as stated herein and defined further in Exhibit C, "Allocated Expenses."

- 1) Mileage Reimbursement: Mileage traveled will be paid at the IRS rate in effect at the time the mileage is traveled. This section applies to mileage which can be allocated to a specific claim and also mileage which is not allocated to any claim, such as attendance at claim review, board, and/or committee meetings, but only if attendance is requested or required by COUNTY.
- 2) Adjuster Travel Expenses: GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval by COUNTY and actual expenses will be submitted

with receipts on a monthly basis. This section applies to travel expenses which can be allocated to a specific claim and also travel expenses which are not allocated to any claim, such as attendance at claim review, board and/or committee meetings, but only if attendance is requested or required by COUNTY.

D. Payment Schedule

GH will submit its invoices to COUNTY, and payment shall be made by COUNTY, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

E. Electronic Funds Transfer or Direct Deposit

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Agreement with COUNTY shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and COUNTY and agreed to in writing.

GH will submit a direct deposit authorization request via to COUNTY with banking and vendor information, and any other information that COUNTY determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Agreement, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by COUNTY is not feasible and an alternative is necessary.

F. First Party Subrogation Services and Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of COUNTY. COUNTY elects to incorporate the Subrogation Services, as desired and as described more fully in Exhibit A-1, Scope of Services and Client Expressed Authority and Limitations, Section (K).

A. COUNTY will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained by GH. The minimum amount to be paid to GH will be \$250 per claim upon recovery. However, GH has the authority to reject any claim for any reason, relieving COUNTY of any fiscal responsibility for rejected claims only.

a) Generally, no claimant recovery plan shall be agreed to involving payment plans if the recovery is less than \$5,000 and/or greater than a one-year term. Exceptions can be made on a case-by-case basis. If a recovery is agreed to exceed this amount and/or length of time, Subrogation fee shall be 45%. In the event a payment plan is authorized and entered into, the subrogation fee will be based upon the total amount of the lien and will be invoiced to the COUNTY upon

the entry of the payment agreement. GH will make every attempt to enforce the provisions of the payment agreement with the claimant, but in no way guarantees the fulfillment of the terms of the payment agreement. In the event the terms of the payment agreement are not fulfilled and warrant pursuit through the small claims process, authority to pursue through small claims will be requested.

- b) Authorize GH to appear in small claims court for recovery of funds. Authority for the pursuit of recovery through small claims will be requested prior to the filing of documents with the court to initiate the small claims action. Each appearance will be an additional fee of \$150. All costs for the handling of small claims court actions, i.e. service of process of documents on the responsible parties, mileage, parking, and toll shall be an additional cost and will be the responsibility of the COUNTY. Additional allocated costs shall be billed separately upon the cost being incurred, such as, but not limited to: skip tracing, service of process, and third-party sub contracted investigation.

- B. Due to the nature of these services, in that compensation is contingent upon recovery, if the contract is terminated prior to recovery or other closure of any claim, the COUNTY shall pay GH for all expenses and time spent, to date, on any claim(s) currently open and recovery in process. Payment shall be based on the then-current hourly rate of GH. GH will submit the final invoice within five business days of termination

G. Amendment Due to Governmental, Political, or Legislative changes

GH and COUNTY agree that governmental, political, or legislative changes may impact the work of GH and COUNTY. GH and COUNTY each reserve the right, for the benefit of both Parties, to require an amendment to any portion(s) of this Contract, expressly including the compensation, fees, and expenses stated in Section 3, and further in Exhibit B-1, in response to any change to, addition or deletion of any statute, rule, regulation, or policy which materially impacts the liability of public entities in California, damages for which public entities may become responsible, and/or the handling, administration, adjustment, payment, and/or reporting related to services performed under this Contract.

EXHIBIT C

ALLOCATED EXPENSES

Typically, allocated expenses are those expenses that are generated by a claim (by outside vendors other than George Hills) that cannot be foreseen nor included in an agreement. These are generally allocated back to the specific claim file for which the cost was incurred and then charged back to the entity whose claim incurred that cost. In most situations are pass-through costs (with processing fees) for services and/or fees not directly generated by the TPA, but rather by a third-party consultant where the TPA has acted as an agent on behalf of the entity to necessarily outsource services to a third-party consultant and/or miscellaneous fees applicable to the specific claim applied by an outside entity, such as a court or copy service. Below, George Hills has provided a list, by no means an exhaustive list, of typical allocated expenses.

- Fees of outside counsel for claims in suit, coverage opinions, and litigation, and for representation and hearings or pretrial conferences;
- Fees of court reporters;
- All court costs, court fees, and court expenses;
- Fees for service of process;
- CMS reporting costs and fees (ExamWorks);
- Costs of undercover operatives and detectives;
- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, or diagrams;
- Costs for employing experts for the advice, opinions, or testimony concerning claims under investigation or in litigation for which a declaratory judgment is sought;
- Costs for independent medical examination or evaluation for rehabilitation;
- Costs of legal transcripts of testimony taken at coroner's inquests, or criminal or civil proceeding;
- Costs for copies of any public records or medical records;
- Costs of depositions and court reporting;
- Costs and expenses of subrogation, (if not George Hills);
- Costs of engineers, handwriting experts, or any other type of expert used in the preparation of litigation or used in a one-time basis to resolve disputes;
- Witness fees and travel expenses;
- Costs of photographers and photocopy services (if not George Hills—our costs for this is included in our rate);
- Costs of appraisal fees and expenses not included in flat fee or performed by others;
- Costs of indexing claimants;
- Services performed outside the TPA's normal geographical regions;
- Costs associated with Medicare Set-Aside analysis and submission or Medicare Conditional Lien negotiation;
- Investigation of possible fraud including SIU services and related expenses; and/or

- Any other similar cost, fee, or expense that is not otherwise included in the TPA's service fees that is reasonably chargeable to the investigation, negotiation, settlement, or defense of a claim or loss or to the protection or perfection of the subrogation rights of the entity, including travel related expenses.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0980

TO: Board of Supervisors
FROM: David Morrison - Interim County Executive Officer
REPORT BY: Jasmine Elo - Management Analyst
SUBJECT: MOU with Board of Law Library Trustees and the Superior Courts of California

RECOMMENDATION

Interim County Executive Officer requests the approval of a Budget Transfer increasing appropriations by \$200,000 in Central Services (1052000-52490), offset by a commensurate reduction the Appropriations for Contingency to process reimbursements according to the MOU with the Board of Law Library Trustees and the Superior Courts of California. (4/5 vote required)

EXECUTIVE SUMMARY

Pursuant to Assembly Bill 223 passed in 1997, the County, Court and Law Library entered into a Memorandum of Understanding (MOU) dated July 1, 1999. The document sets forth the terms and conditions under which the Court would continue to provide and the County would reimburse the Court for the costs of those services which do not meet the definition of "court operations" set forth in Rule 810 of the California Rules of Court. Approval of today's request would allow for the reimbursement of these services for Fiscal Year 2022-23.

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?	Yes
Future fiscal impact:	The County is required to obtain these services. Staff from both the Court and the County will annually review services provided by the Court and budget for those services.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

In Fiscal Year 1998-99, the Board of Supervisors approved the original Memorandum of Understanding (MOU) between the Superior Court of California and the County for certain additional services which do not meet the definition of “court operations” set forth in Rule 810 of the California Rules of Court. The MOU outlines those services provided by the Courts and establishes reimbursement by the County for those services. The document also sets forth the various revenue accounts the Courts shall receive.

In October 2005, the Board approved an Amendment to the MOU to reflect the current arrangement regarding network security, clarify procedures for automatic adjustments of reimbursement rates to reflect actual costs, and to include other technical non-substantive changes.

Services provided by the Courts to the County include:

- Operation of the County Law Library;
- Comprehensive Collections Program;
- Grand Jury Administration;
- Expert Witness and other expert services not otherwise required by law; and
- Electronic Access to Court Records: Interconnectivity Security Protocols.

Approval of today’s request would allow for the reimbursement of these services for Fiscal Year 2022-23.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0995

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: Agreement with KNN Public Finance

RECOMMENDATION

Interim County Executive Officer requests authorization to sign Agreement No. 240008B with KNN Public Finance for one year commencing July 1, 2023, with four automatic one-year extensions to provide financial advisory services for approximately \$25,000 annually plus expenses.

EXECUTIVE SUMMARY

The County seeks advisory services as needed to evaluate project financing options. KNN has provided said services for many years and is familiar with the County's financial position and debt status.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Will be included any applicable project costs.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Professional financial advisory services
Is the general fund affected?	No
Future fiscal impact:	unknown
Consequences if not approved:	Staff will provide limited analysis.
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 has solicited financial advisory services when evaluating project financing options. The most recent service provided was in spring 2022 to coordinate early defeasance of the 2012 Certificates of Participation. Staff anticipates the benefit of financial advisory services for evaluating financing variables of constructing a new county administration building.

The proposed contract is for one year with four one-year extensions that are automatic unless either party gives notice to terminate the contract. Services will be provided on an as-needed basis, not to exceed \$25,000 per fiscal year plus up to \$5,000 in expenses. The contract also provides for project-specific transactional services, which can be added to the contract by amendment once the project and the cost of transactional services are known.

NAPA COUNTY AGREEMENT NO. 240008B

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 KNN Public Finance, LLC a limited liability company, whose mailing address is 2054 University Avenue, Suite 300, Berkeley, California, 94704, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, with respect to matters regarding County financing, including but not limited to advice with respect to financing strategy and financial planning as well as the issuance of debt obligations, including bonds, notes, leases, certificates of participation, securitizations and refundings; and

WHEREAS, CONTRACTOR is registered as a Municipal Advisor with the Municipal Securities Rulemaking Board (MSRB) and Securities and Exchange Commission (SEC) and is competent to provide municipal advisory services to the County, including both on-call advisory services and bond and note transaction services for County financing needs and related services; and

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

NOW, THEREFORE, COUNTY hereby engages the services of 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 July 1, 2023, 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 four (4) 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 with financial services on an as-needed basis, 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 promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," 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." Such expenses shall be reimbursed upon successful closing of the Financing. Reimbursable expenses shall include, but are not limited to the following:

1. Courier and delivery services, postage, document production, copying and binding, facsimile transmission, telephone, conference calls, statistical data, computer services and data processing;
2. Travel costs, including but not limited to meals, air travel, rental vehicles or other ground transportation, parking, lodging and the use of personal automobiles.
3. Other expenses directly related to the satisfactory performance of requested work as may be approved by the County Executive Officer.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of twenty-five thousand (\$25,000) for professional services under the on call advisory services portion of Exhibit A per fiscal year; and Five Thousand (\$5,000) for expenses per fiscal year, 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. For the transaction services portion of Exhibit A, the maximum amount for services and related expenses shall be determined in a written amendment to this Agreement on a project-by-project basis.

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 County Executive Officer 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 County Executive Officer upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

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

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

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

(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 County Executive Officer 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
Becky Craig
Assistant County Executive Officer
1195 3rd St. Suite 310
Napa CA 94559

CONTRACTOR
David Leifer
KNN Public Finance LLC
2054 University Ave, Suite 300
Berkeley, CA 94704

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 County Executive Officer. 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 County Executive Officer.

(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.

CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

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

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

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

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

27. **Disclosures.** Pursuant to MSRB Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN and its associated persons. Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include how to receive a copy of the MSRB Municipal Advisory client brochure.

CONTRACTOR has included disclosures regarding MSRB Rule G-42 and MSRB Rule G-10 in Exhibit D 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 COUNTY, by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

KNN PUBLIC FINANCE, LLC

By _____
David C. Leifer, Senior Managing Director

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
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 31, 2023</u> PL Doc. No. 91941</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Part 1 – On-Call Advisory Services

1. Serve as the COUNTY’S Independent Registered Municipal Advisor (IRMA). In that capacity, independently review underwriter proposals submitted to the COUNTY and prepare written analysis of such proposals.
2. Assist COUNTY in developing financing plans for COUNTY capital and economic development priorities.
3. Perform preliminary financing feasibility analyses and prepare an evaluation of estimated annual debt service payments. Review and recommend debt issue structures in light of COUNTY objectives, outstanding COUNTY debt issues, and current conditions in the tax-exempt or taxable markets.
4. Perform detailed analysis of the COUNTY’S historic continuing disclosure compliance, as necessary.
5. Perform analysis in conjunction with tax counsel regarding potential use and expenditures of tobacco endowment funds.
6. Conduct periodic educational and training workshops for COUNTY staff and officials on subjects related to municipal finance, including fundamentals of debt and coordination of disclosure training with other professionals (bond counsel, disclosure counsel, etc.).
7. Evaluate refunding opportunities.
8. Arrange and participate in meetings and conference calls with COUNTY staff and officials and market participants throughout the year, as requested by the COUNTY.
9. At the request of the COUNTY, attend and participate in all public meetings, including, but not limited to, those conducted by the Board of Supervisors. CONSULTANT shall also attend meetings of COUNTY’S Debt Advisory Committee if requested to do so by the COUNTY.
10. Assist COUNTY in the review of conduit financing proposals under consideration by the COUNTY.
11. Evaluate the COUNTY’S debt capacity relative to market and rating agency standards and develop a Napa County Debt Affordability Model to evaluate impact of new debt on key COUNTY debt and financial metrics.
12. Develop and update debt financing, disclosure, and operating reserve policies for the COUNTY, as needed.
13. Assist with rating agency and investor inquiries.

14. Perform other similar services provided by Municipal Advisors, as required by the COUNTY.

Part 2 - Transaction Services

1. Develop a financing schedule, manage the completion of tasks, and schedule meetings and conference calls in a timely manner;
2. Assist in the selection of financing team members as necessary, including trustee/escrow agent and underwriter(s), and the procurement of special services as needed;
3. Prepare and maintain working group distribution list;
4. Prepare debt service schedules;
5. Design a financing structure tailored to meet the COUNTY'S objectives;
6. Participate in meetings or conference calls with staff and make presentations to the Board of Supervisors, as needed;
7. Assist in the review of legal and disclosure documents;
8. Assist the COUNTY in developing a rating agency strategy, assemble presentation materials, rehearse the presentations and coordinate an in-person rating meeting with Standard & Poor's Ratings Services in order to secure a credit rating on the bonds;
9. Evaluate the cost effectiveness of pursuing credit enhancement for the bonds;
10. Evaluate and make recommendations about method of sale. If competitive sale is chosen by COUNTY, CONTRACTOR will manage the competitive sale process. If negotiated sale is chosen, CONTRACTOR will assist COUNTY in developing a process for selecting the underwriter(s), assist in developing syndicate rules (if more than one underwriter is selected), provide the COUNTY with comparable sales data, and oversee the pricing of the bonds. If direct purchase is chosen, CONTRACTOR will conduct lender solicitation and negotiate terms and conditions with selected lender;
11. Monitor market conditions and make recommendations about the optimal timing of the sale;
12. Assist with pre-sale marketing to prominent investment management firms and/or bidding underwriters;
13. Coordinate the closing of the transaction and the funding of the Project Fund.

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

I. On-Call Advisory Fees

For the “On-Call” advisory or pre-transaction services, CONTRACTOR shall be paid the following hourly rates:

Title	Hourly Fee*
Managing Director	\$375
Director/Vice President	\$355
Vice President	\$335
Assistant Vice President	\$310
Associate	\$275
Analyst	\$245

**Subject to annual increases not-to-exceed 3% a year with written approval from the County.*

II.

III. Transaction Fees

For Transaction Services, CONTRACTOR shall be paid transaction fees to be set forth in an amendment to the Agreement once the Plan of Finance for individual financings is agreed upon by COUNTY and CONTRACTOR.

IV. Expenses

Unless otherwise provided, CONTRACTOR shall be reimbursed by COUNTY for reasonable expenses incurred by CONTRACTOR in performing its service under this Agreement, for a maximum amount of \$5,000 per fiscal year, including, but not limited to, courier and delivery services, postage, document production, copying and binding, facsimile transmission, telephone, conference call, statistical data, computer services and data processing. CONTRACTOR shall also be reimbursed for travel costs, including, but not limited to, meals, mileage at the current IRS mileage reimbursement rate, rental vehicles or other ground transportation, parking, lodging and the use of personal automobiles. Other expenses directly related to the satisfactory performance of the requested work are reimbursable upon approval of the County Executive Officer whose decision in that regard shall be final and binding. Compensation to CONTRACTOR does not include bond counsel fees and expenses, disclosure counsel fees and expenses, rating fees, insurance premiums, trustee charges, title reports and services, official statement printing costs, underwriting/placement agent fees and other costs incurred in connection with the COUNTY's financing program, all of which shall be paid directly by the COUNTY to such service providers.

EXHIBIT "C"**[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

**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 rd 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 rd Floor Conf w/Owner re 2 nd 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 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					

EXHIBIT “D”

MSRB Disclosures

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties on Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary Events of KNN Public Finance, LLC (“KNN Public Finance”) and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another KNN client. Within the County, KNN serves as municipal advisor to Napa Sanitation District, Napa Valley Transportation Authority, and Napa Valley Unified School District and, in such cases, owes a regulatory duty to such other clients just as it will to your entity. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance’s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN’s municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission (“SEC”) order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g.,

FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA's CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor's CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance's original SEC registration Form MA filed on February 8, 2016 or Form MA-I's filed on January 22, 2016.

Additional Disclosures - MSRB Rule G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, County of Napa may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



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: 6/6/2023

File ID #: 23-1003

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: Approval of issuance of temporary loan to Napa Berryessa Resort Improvement District

RECOMMENDATION

Interim County Executive Officer requests the following actions regarding a loan to the Napa Berryessa Resort Improvement District (District) (4/5 vote required):

1. Adoption of a Resolution granting a loan in the amount of \$1,000,000 to the District and approving issuance of a note to borrow funds from the County of Napa for the purpose of providing supplemental funding of ongoing operations of the District's facilities and authorizing the Chair and Clerk of the Board to sign the note; and
2. Approval of a Budget Amendment increasing appropriations in Accumulated Capital Outlay from available fund balance to fund a loan to the District's Administration budget.

EXECUTIVE SUMMARY

Napa Berryessa Resort Improvement District (District) is requesting approval of a temporary loan agreement by the County for \$1,000,000 pursuant to Government Code Section 25214.4. The loan is needed to fund ongoing operations of the District's facilities and is proposed to be repaid pursuant to Government Code Section 25214.4 within the required three (3) year term.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	The loan will be from the Appropriation of Contingency in the General Fund to the District.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The District lost over 100 homes in the Hennessey Fire in August 2020 contributing to nearly \$200,000 in lost revenue annually from the closed user accounts. In addition, active customer delinquencies have increased, and unforeseen expenses in the operations and maintenance budgets have been required to address system deficiencies. Together this will cause the District to end the Fiscal Year with a negative balance if the loan is not approved. Near term budget projections show a cumulative deficit of over \$500,000 by the end of Fiscal Year 2023-24.
Is the general fund affected?	Yes
Future fiscal impact:	It is not anticipated that the District will have the ability to repay the loan within the statutory three year period, which will likely prompt refinancing on the loan term until such time as revenue can be increased (ie through rates, special taxes, or other), the addition of a new resort at the Steele Canyon Recreation Area is confirmed, or funding to address capital infrastructure projects can be secured that will lower operating expenses.
Consequences if not approved:	If the District does not receive the loan, expenses will exceed revenue and the District will end the fiscal year with a negative balance. Future operations will be uncertain as the District will be unable to pay vendors for materials and services rendered until revenue can be increased sufficiently to balance the budget.
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 Berryessa Resort Improvement District (NBRID) 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. Over the years, NBRID suffered deterioration of its infrastructure, which resulted in negative action by the Regional Water Quality Control Board ("Regional Board") mandating repair and replacement of its facilities. While a major capital project was completed between 2011 - 2014, deficiencies still exist, and the loss of nearly \$200,000 in revenue annually as a result of the destruction of over 100 homes in the August 2020 Hennessey Fire, high active customer delinquencies, and unanticipated water and wastewater operator related to system deficiencies has increases a deficit in the Operations and Maintenance budget.

Since 2008, the County has approved a total eight loans to the District from the General Fund, totaling \$3,939,634, some of which were later consolidated. As of today, the balance remaining due is \$2,839,634. A listing of the loans is as follows:

A. On October 14, 2008, a loan in the amount of \$474,000. The \$474,000 loan was used to pay HydroScience Engineers. It was the District's intent to sell bonds and repay the County immediately, as at the time, a resort development to replace the recently closed Steele Park Resort was anticipated soon thereafter; however, the expected resort development plan was abandoned, as was the assessment that was to be used to sell bonds to fund major facility improvements.

B. On June 29, 2010, a loan in the amount of \$395,000. The \$395,000 loan was used to cover shortfalls in the FY 09-10 operating budget and for District improvements.

C. On May 3, 2011, a loan in the amount of \$205,000. The \$205,000 loan was used for non-budgeted County costs that included engineering, accounting, Auditor's Office, legal and County Executive Office expenses that were needed for the day-to-day operations of the district.

D. On June 5, 2012, a loan in the amount of \$325,000. The \$325,000 loan was comprised of \$280,000 from the General Fund and \$45,000 from the ACO and was used for legal expenses that exceeded the amount budgeted as a result of the ACL Complaint R5-2011-0590 issued by the Regional Board for wastewater discharge violations that occurred in FY 10-11; professional services expenses related to the contract with Western Water Constructors; and emergency repairs to the District's water distribution system.

E. On September 11, 2012, the District received a loan in the amount of \$95,000. The \$95,000 loan was used to cover payment of an Administrative Civil Liability (ACL) in the amount of \$95,000 included in a stipulated order issued by the Regional Board which settles Administrative Civil Liability Complaint R5-2011-0590. The loan was necessary because the fine was not included in the District's FY 12-13 budget and there were not sufficient appropriations to make the payment.

F. On June 18, 2013, a loan for \$1,100,000 was received to satisfy the United States Department of Agriculture reserve requirements for two capital improvement loans issued to the District. Special Assessment District 2012 -01 was created to finance this loan and annual payments are facilitated by the Auditor-Controller's Office. This loan was paid off in Fiscal Year 2022 and has an outstanding balance of \$0 as of June 30, 2022.

G. On May 18, 2021, a loan for \$1,000,000 was received from the County for the express purpose of covering a projected accumulated operations budget deficit of over \$600,000, including minor equipment

repair/replacement, through Fiscal Year 2023-24. The loan was requested after over 100 homes were destroyed in the August 2020 Hennessey Fire, substantially reducing the District's revenue.

H. On October 14, 2022, a loan in the amount of \$345,634 was received to fund the Wastewater Pond No. 2 Site Slope Stabilization Project, NB 22-01. The project was necessary to repair the damaged slope of treated wastewater Pond No 2 and the loan was necessary to complete the project without depleting available fund balance necessary for the operations and maintenance budget.

In an effort to simplify loan administration, the loans under A and B above were consolidated into Loan No. 1 on May 7, 2013, the loans under C, D, and E were consolidated into Loan No. 2 on October 6, 2015, the loan under F is now referred to as Loan No. 3 and was paid off as of June 30, 2022, the loan under G is now referred to as Loan No 4, and the loan under H is now referred to as Loan No 5.

Approval of an additional temporary loan agreement (Loan No 6) is necessary to assist the District with operations and maintenance expenses through FY 2023-24. In the meantime, District staff will work towards the completion of a new Household Income Study to determine eligibility for Federal and State grant programs to fund infrastructure projects that will address system deficiencies contributing to unexpected expenses, and will return to the District's Governing Board within the next two months to present options to bring the District's budget into balance (i.e. rate adjustment and/or special tax or other options to be determined).

RESOLUTION NO. 2023-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, APPROVING A LOAN TO THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT AND AUTHORIZING THE CHAIR TO SIGN THE PROMISSORY NOTE IN THE AMOUNT OF \$1,000,000

WHEREAS, pursuant to California Government Code section 25214.4, the Board of Supervisors may loan any available funds of the County to a county service area to pay for any lawful expenses of the county service area; and

WHEREAS, California Public Resource Code section 13031 applies the provisions of the County Service Area Law, including Government Code section 25214.4, to the conduct of the business of resort improvement districts; and

WHEREAS, the Napa Berryessa Resort Improvement District (“District”) currently has four active loans from the County totaling \$2,839,634, including Loan No. 1 for \$869,000 and Loan No. 2 for \$625,000, which are the result of the consolidation of five smaller loans issued between 2008 and 2012, Loan No. 4 for \$1,000,000 which is an original loan from 2021; and Loan No. 5 for \$345,634 which is an original loan from 2022; and

WHEREAS, the Hennessey Fire, a part of the August 2020 LNU Lightning Complex Wildfires, burned through the Berryessa Highlands community destroying over 100 homes; and

WHEREAS, the loss of over 100 customer accounts, and increased delinquencies of existing accounts, has led to an annual revenue deficit for the District exceeding \$200,000 annually; and

WHEREAS, this loss of revenue in conjunction with increased expenditures caused by unexpected equipment malfunctions and failures, water and sewer treatment plant process challenges, and additional overtime from the operations contractor to address these issues, is accelerating depletion of the District’s available cash reserves, leading to substantial projected budgetary deficits not anticipated when Loan No 4 was issued; and

WHEREAS, District staff is conducting a household income survey to determine if the District is eligible for State or Federal funding for capital improvements to supplement local revenue, and is investigating other available opportunities to increase revenue into the District to offset the increased expenditures; and

WHEREAS, the effort to conduct a household income survey and investigate or pursue other revenue building opportunities will take between six months and year to complete and does not guarantee additional revenue to cover operations expenditures; and

WHEREAS, without a temporary loan to cover the increased costs of operating and maintaining the water and sewer systems, the District could be unable to pay vendors for services and supplies, potentially leading to under-staffed facilities and equipment falling into disrepair due to a lack of preventative maintenance; and

WHEREAS, the County received a request from the District for a loan in the amount of \$1,000,000 (“Loan No. 6”) to cover projected budgetary deficits in the operations budget through Fiscal Year 2023-24;

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

1. The recitals set forth above are true and correct.
2. The Board finds good cause to approve a loan to the District in the amount of \$1,000,000 which shall be repaid by the District to the County on or before June 30, 2026.
3. The Board approves the loan to the District in that amount to be funded upon the County’s receipt of a promissory note executed by the Chair of the District (“Note”) in favor of the County consistent with the following terms:
 - a. The principal amount of the Note shall be \$1,000,000.
 - b. The term of the Note shall be from the date of execution until June 30, 2026. Interest on the Note shall be payable at the same rate of interest that the County applies to funds of the District on deposit with the County.
 - c. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, revenue and other moneys which are received by the District for the general fund of the District. As security for the payment of the principal of and interest on the Note, the District pledges the first “unrestricted moneys,” as hereinafter defined (such pledged amounts being hereinafter called the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be paid from the Pledged Revenues. To the extent not so paid from the Pledged Revenues, the Note shall be paid from any other moneys of the District lawfully available therefore. The term “unrestricted moneys” shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.
4. The Chair of the Board is hereby authorized and directed to sign the Note as approved by the Board.
5. The Clerk of the Board is directed to file a copy of this Resolution, as well as the original Note with the Napa County Auditor.
6. Upon receipt of the Note that complies with above terms, the Napa County Auditor is hereby directed and authorized to transfer the loan funds approved above to the District.

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 6th day of June, 2023, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____
ABSTAIN:	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 31, 2023</u> PL Doc. No. 91860</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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2023 PROMISSORY NOTE
(Government Code § 25214.4)

Napa Berryessa Resort Improvement District

\$1,000,000

The Napa Berryessa Resort Improvement District (“District”), duly organized and existing under and pursuant to the laws of the State of California, for value received hereby promises to pay (but only out of the funds hereinafter mentioned) to the County of Napa the principal sum of \$1,000,000, together with accrued and unpaid interest thereon, payable in the manner set forth below.

This Note is issued pursuant to resolutions (“Resolutions”) adopted by the Board of Supervisors of the County, and by the Governing Board of the District on June 6, 2023. Reference is hereby made to the Resolutions for a specific description of the security therein provided, and for the payment of the principal of and interest on this Note, to all of the provisions of which the District's acceptance of this Note hereby consents and agrees and has recourse to all of the provisions of the Resolutions and is bound thereby. All terms defined in the Resolutions shall have the same definitions when used herein, unless otherwise defined herein.

This Note shall bear interest on the outstanding principal amount hereof from the date hereof until payment in full at a variable rate, adjusted annually (commencing July 1, 2023), equal to the rate of interest the County applies to funds of the District on deposit with the County.

Interest shall be payable on or before the dates set forth below and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

This Note shall be payable in full upon maturity, which shall be June 30, 2026. At maturity, outstanding principal and any accrued but unpaid interest shall be payable at the end of the 2025-2026 fiscal year. Both the principal of and interest on this Note are payable by the Napa County Auditor–Controller in lawful money of the United States of America at the Office of the Napa County Treasurer.

This Note is not a lien, charge or liability against the District or against the Governing Board of the District, or against any property or funds of the District or said Governing Board, except the monies available in the 2022-2023 through 2025-2026 fiscal years as provided in the Resolutions, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the District except as provided in the Resolutions.

The District hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and any interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the District giving the County 30 days' prior written notice thereof.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

IN WITNESS WHEREOF, the District has caused this Note to be signed in its name by the Chair of the Governing Board and countersigned by the District Secretary, and has caused this Note to be effective on the date of execution.

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>May 31, 2023</u> PL Doc. No. 91861</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the Governing 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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-1039

TO: Board of Supervisors
FROM: Jason Martin, Deputy County Fire Chief
REPORT BY: Stacie McCambridge, Staff Services Manager
SUBJECT: 2017 PG&E Settlement Budget Transfer for Fire Department Capital Assets

RECOMMENDATION

Deputy County Fire Chief requests approval of a Budget Transfer increasing appropriations in the Fire Administration (2100000-52520) Maintenance-Vehicles by \$354,027 with offsetting revenues coming from the General Fund non-departmental (1050000-56100) from a PG&E settlement from the 2017 wildfires. (4/5 vote required)

EXECUTIVE SUMMARY

Napa County recently received the final portion of a settlement with PG&E regarding the 2017 fires, in the amount of \$354,027. This proposed action would transfer these funds to County Fire to help offset maintenance vehicles that allow for prevention work towards the fire suppression and prevention mission of the County.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Settlement from PG&E
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Napa County received a monetary settlement from PG&E as a result of the 2017 wildfires. Of that settlement, \$354,027 has been earmarked to help Fire offset maintenance vehicles that allow for fire suppression and the prevention mission of the County.
Is the general fund affected?	No
Future fiscal impact:	Click or tap here to enter text.
Consequences if not approved:	The Fire Fund will continue to support the County's mission.
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 County received over \$34 million as its share of a settlement with PG&E regarding the 2017 wildfires. A small portion of that settlement was retained by outside counsel to cover any “trailing costs” as the litigation concluded. Napa County recently received \$354,027 representing the balance of the money held by outside counsel that was not needed for trailing costs. The proposed action will transfer these funds to Napa County Fire to offset equipment repairs to the Service Repair Trucks.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0960

TO: Board of Supervisors
FROM: Allison Haley - District Attorney
REPORT BY: Sophie Johnson - Staff Services Manager
SUBJECT: Application and Acceptance of Funding for Violence Against Women Vertical Prosecution Program

RECOMMENDATION

District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance document that authorizes the District Attorney to apply for and sign grant Subaward documents in the anticipated amount of \$202,545, with the California Office of Emergency Services for the term of January 1, 2024 through December 31, 2024 for the Violence Against Women Vertical Prosecution Program.

EXECUTIVE SUMMARY

Approval of the recommended action will allow the District Attorney to apply for and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Violence Against Women Vertical Prosecution Program. This subaward program grant in the amount of \$202,545, administered by the California Office of Emergency Services, requires in-kind matching funds of \$67,515 for a total project cost of \$270,060.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary, there is no mandate for the County to establish a Vertical Prosecution program for Violence Against Women. However, there is an opportunity to receive grant funding to improve the criminal justice process, improve conviction rates and minimize victim trauma. The in-kind match required for these grant funds, will not result in a net increase to the General Fund.

Is the general fund affected?	No
Future fiscal impact:	Appropriations for future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this item is not approved, the District Attorney's office will be delayed in the efforts to establish a formal vertical prosecution program, further impacting the vulnerable victims of crime.
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

California Office of Emergency Services offers a Violent Crimes against Women grant program to encourage and support counties' adoption of a vertical prosecution model for the handling of violent crimes against women, including the most egregious domestic violence and sexual assault crimes. The purpose of this grant program is to improve conviction rates and minimize victim trauma.

With this funding, the District Attorney's Office will establish a true vertical prosecution and victim advocate program for a specialty caseload involving serious felony domestic violence and sexual assault crimes. The specialized prosecutor along with the assigned bilingual Victim Witness Advocate, will receive and handle each referral to the specialty caseload from case inception to conclusion. The vertical prosecution model will yield better victim service, intake, referral and court service outcomes for victims and will provide a higher level of coordination between law enforcement agencies and prosecution staff. Grant funding will be used toward the salary and benefits of the District Attorney Staff assigned to this grant.

The County's anticipated funding for the period of January 1, 2024 through December 31, 2024 is \$202,545. This grant requires an in-kind match of \$67,515, that is equal to 25% of the total project cost, \$270,060.

Today's recommended action will authorize the Chair to sign the Certificate of Assurance of Compliance (COAOC) document, which authorizes the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications or amendments thereof.



Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name

Grant Subaward Certification of Assurance of Compliance

Subrecipient: Napa County

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Violence Against Women Vertical Prosecution (VV) Program		01/01/2024 to 12/31/2024
2			
3			
4			
5			
6			

I, Allison Haley (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. **Proof of Authority – SRH 1.055**

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. **Civil Rights Compliance – SRH Section 2.020**

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. **Equal Employment Opportunity – SRH Section 2.025**

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.

IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a “project” pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION							
<p>I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.</p> <p>Official Designee's Signature: _____</p> <p>Official Designee's Typed Name: Allison Haley _____</p> <p>Official Designee's Title: District Attorney _____</p> <p>Date Executed: _____</p>							
AUTHORIZED BY:							
<p>I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> City Financial Officer</td> <td><input type="checkbox"/> County Financial Officer</td> </tr> <tr> <td><input type="checkbox"/> City Manager</td> <td><input type="checkbox"/> County Manager</td> </tr> <tr> <td><input checked="" type="checkbox"/> Governing Board Chair</td> <td></td> </tr> </table> <p>Signature: _____</p> <p>Typed Name: Belia Ramos _____</p> <p>Title: Chair, Board of Supervisors _____</p> <p>Date Executed: _____</p>		<input type="checkbox"/> City Financial Officer	<input type="checkbox"/> County Financial Officer	<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager	<input checked="" type="checkbox"/> Governing Board Chair	
<input type="checkbox"/> City Financial Officer	<input type="checkbox"/> County Financial Officer						
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager						
<input checked="" type="checkbox"/> Governing Board Chair							

APPROVED AS TO FORM

Office of County Counsel

By: Corey Utsurogi

Date: May 22, 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: 6/6/2023

File ID #: 23-0599

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Amendment No. 1 to Agreement No. 220354B with Napa County Office of Education (Cooperative Joint Exercise of Powers Agreement)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220354B with Napa County Office of Education (NCOE), for a new contract maximum of \$2,954,476 for the term July 1, 2022 through December 31, 2026, to expand mental health services for children and youth in Napa County schools.

EXECUTIVE SUMMARY

Approval of today's action will increase the maximum contract amount by \$454,476, from \$2,500,000, for a new contract maximum of \$2,954,476, and extend the funding period through December 31, 2026, in order to continue providing mental health services, including school-based mental health services throughout Napa County.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Mental Health
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While approval of this Agreement is discretionary, amending the terms of the agreement to reflect the revisions to the Mental Health Student Services Act (MHSSA) Grant is necessary to extend the term and revise the award amounts.
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 FY 2022-2023 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, HHSA's Mental Health Division would not expend its MHSSA Grant award and would not be able to expand services into the schools.
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 agreement is an amendment to a Cooperative Joint Exercise of Powers Mental Health Services Agreement between the Napa County Office of Education (NCOE) and Napa County for the administration and oversight of cooperative mental health services to expand access to mental health services for children and youth, including school-based mental health services throughout Napa County. This agreement was entered into under the joint exercise of powers provisions of the Government Code of the State of California. Through this Agreement, Napa County agrees to support the financial tracking, contract monitoring, and reporting in support of the program.

A half-time project coordinator located at NCOE will work with each participating School District to provide program oversight, build upon the collaborative relationship between the County and schools, and ensure partners have what they need to succeed. The coordinator will work with the districts to review data collection and management, implement regular meetings of the collaborative, and participate in multiple community collaborative groups to expand the services available to students. NCOE will also coordinate quarterly partnership meetings and build opportunities for communication and collaboration across the county. Costs include supplies and presenter fees/stipends for participation.

NCOE will support small districts, including Howell Mountain and Pope Valley, by hiring and supervising mental health professionals to support student mental health needs and implementing professional development, mental health groups, or programs for families. Each district's services will be implemented based on their program plan as developed in the planning period.

The larger districts, Napa, Calistoga, and Saint Helena Unified, in partnership with community agencies, will hire and supervise additional mental health professionals to support student mental health needs and implement professional development, mental health groups, or programs for families. Each district will implement program elements based on their program plan as developed in the planning period.

Approval of this amendment would extend the funding period out by 6 months, from June 30th, 2026 to December 31st, 2026. Funding is provided by the Mental Health Services Oversight and Accountability Commission (MHSOAC) via the MHSSA Grant. Napa County will receive an increase to the original \$2,500,000 grant award for a new award amount of \$2,954,476, to cover the entire award period of four and a half years. Napa County will receive 7% of the annual award for administrative costs associated with grant

oversight, plus an initial Program Development award of \$20,000, for a total award of \$225,413.32 over the term of the grant. A total of \$2,729,062.68 will be allocated to NCOE for program operations in annual distributions of \$642,532.35. The last distribution period of the grant is only 6 months and NCOE will receive \$158,933.28 for that time period.

**NAPA COUNTY AGREEMENT NO. 220354B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220354B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **NAPA COUNTY OFFICE OF EDUCATION**, a public educational institution, whose mailing address is 2121 Imola Avenue, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on July 1, 2022, COUNTY and CONTRACTOR entered into a Cooperative Joint Exercise of Powers Mental Health Services Agreement (Napa County Agreement No. 220287B, hereinafter referred to as "Agreement") for the Parties to set forth the necessary and cooperative procedures and protocols for the administration and oversight of mental health services to school children in Napa County, to set forth the respective obligations and payment responsibilities of the Parties, and to provide for mutual cooperation the administration and implementation of cooperative efforts to address mental health services for school children within Napa County; and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement; increase the contract maximum payable to CONTRACTOR; and revise terms of the Agreement as related to the increased contract maximum.

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. "Initial Term" in Section 1, DEFINITIONS, on page 2 of the Agreement is amended to extend the termination date of the agreement by six months and shall now read in full: "Initial Term' means the period from the Effective Date until December 31, 2026, unless in accordance with Section 7 termination clause."
2. Section 3, NCOE OBLIGATIONS, Subsection a, on page 3 of the Agreement is amended to increase the contract maximum by FOUR HUNDRED FIFTY FOUR THOUSAND, FOUR HUNDRED SEVENTY SIX DOLLARS (\$454,476), and shall now read in full: "In accordance with the TWO MILLION, NINE HUNDRED FIFTY FOUR THOUSAND, FOUR HUNDRED SEVENTY SIX DOLLARS (\$2,954,476) funding Napa County receives from the Mental Health Services Oversight and Accountability Commission, NCOE will provide oversight of the mental health programs and services reflected in the MHSSA grant proposal."
3. Section 4, APPORTIONMENT OF COSTS FOR PROVISION OF MENTAL HEALTH SERVICES, on page 3 of the Agreement is amended to read in full:

- a) County shall provide NCOE a maximum of SIX HUNDRED FORTY-TWO THOUSAND, FIVE HUNDRED THIRTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$642,532.35), reflecting an increase of THIRTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$37,532.35) annually to support the general operational costs of services for the first four years and \$158,933.28 for the final 5th year.
- b) Per the payment schedule outlined below, County shall pay NCOE a maximum of TWO MILLION, SEVEN HUNDRED TWENTY-NINE THOUSAND, SIXTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$2,729,062.68), reflecting an increase of THREE HUNDRED NINE THOUSAND, SIXTY-TWO DOLLARS AND SIXTY-EIGHT CENTS (\$309,062.68) as compensation for the actual costs incurred for Mental Health Services to the students within Napa County during the Initial Term.
- c) Napa County will retain an annual 7% administrative rate per fiscal year to cover costs associated with the management of the MHSSA grant for a contract maximum of TWO HUNDRED TWENTY-FIVE THOUSAND, FOUR HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$225,413.32), reflecting an increase of ONE HUNDRED FORTY-FIVE THOUSAND, FOUR HUNDRED THIRTEEN DOLLARS AND THIRTY-TWO CENTS (\$145,413.32). Any portion of the funds retained and unexpended by Napa County may be provided to NCOE during subsequent fiscal years for the purpose of providing Mental Health Services as specified MHSSA grant.
- d) The below Payment Schedule is being added to reflect and clarify the changes to the funds that are being distributed pursuant to the MHSSA grant :
The total amount of payments made in any phase/year is not to exceed the amount stated in the chart below unless approved by County, NCOE and Commission.


Funds Distribution	Grant Funding	NCOE Funding	County Administrative Rate
Program Development	\$20,000		\$20,000.00
Year 1	\$690,895.00	\$642,532.35	\$48,362.65
Year 2	\$690,895.00	\$642,532.35	\$48,362.65
Year 3	\$690,895.00	\$642,532.35	\$48,362.65
Year 4	\$690,895.00	\$642,532.35	\$48,362.65
Year 5	\$170,896.00	\$158,933.28	\$11,962.72
Grant Total	\$2,954,476.00	2,729,062.68	\$225,413.32

4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Napa County Agreement No. 220354B as of the first date written above.

NAPA COUNTY OFFICE OF EDUCATION

By 
Dr. BARBARA NEMKO, Superintendent of
Schools

By 
JOSHUA SCHULTZ, Deputy Superintendent of
Schools

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e- signature)</p> <p>Date: May 15, 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: 6/6/2023

File ID #: 23-0606

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. 180221B with Jump Technology Services, 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. 180221B with Jump Technology Services, LLC, to increase the annual contract maximum to \$20,735.36 for Fiscal Year 2023-2024, and each subsequent renewal, to provide case management software for HHSA's Comprehensive Services for Older Adults (CSOA) Adult Protective Services Program (APS).

EXECUTIVE SUMMARY

Approval of today's action will increase the contract maximum by \$2,880.64, for a new contract maximum of \$20,735.36, to increase the number of users and trainings that are provided to APS staff for case management activities.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Comprehensive Services for Older Adults
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While there is no mandate to contract with this vendor, this agreement will allow APS staff to comply with State regulations and maintain a comprehensive database on all reports of abuse.
Is the general fund affected?	No

Future fiscal impact:	Appropriations have been included in the requested Fiscal Year 2023-2024 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	APS staff will lack the necessary resources to stay in compliance with APS documentation requirements and regulatory mandates.
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

APS is a State mandated program under Welfare and Institutions Code Section 15600, et. seq., charged with the investigation of allegations of abuse and neglect perpetrated against dependent adults and individuals aged 60 years and older who reside outside of licensed facilities. APS works closely with the District Attorney's (DA) Office and local law enforcement agencies to provide this key public safety protection for this vulnerable population.

Besides the investigative component, APS provides an array of social services that includes a 24-hour emergency response system, initial evaluation, assessment, reassessment, service plan development and monitoring, the purchase of tangible services, emergency shelter, in-home protection, case management, and information and referral.

According to the California Department of Social Services Manual of Policies and Procedures Division 33 regulations, APS programs must comply with strict timelines when responding to calls and in the delivery and documentation of services as outlined above. Jump Technologies Services, LLC, provides LEAPS Software which assists the APS social worker in complying with State regulations and in maintaining a comprehensive database on all reports of abuse. The software maintains accessible electronic records containing vital bio-demographic data on all victims and perpetrators referred for services.

There are only a select few service providers providing software to support APS in California and Jump Technologies is the preferred provider, used by the majority of counties in California.

Jump Technology Services, LLC is not a local vendor.

**NAPA COUNTY AGREEMENT NO. 180221B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 180221B is effective as of this 1st of July 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **JUMP TECHNOLOGY SERVICES, LLC**, an Oklahoma Limited Liability Company located at 1024 Iron Point Road, Folsom, CA 95630, 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, 2020, COUNTY and CONTRACTOR entered into Napa County Renewal Agreement No. 180221B (hereinafter referred to as "Agreement") for CONTRACTOR to provide case management software for the Adult Protective Services Program; and

WHEREAS, as of April 5, 2022, the Parties amended the Agreement to increase the contract maximum through June 30, 2022 and each automatic renewal thereof; replaced Exhibit F with Exhibit F-1 (Budget) to reflect an increase in the training of Web Based users from four (4) to five (5); and to add the Home Safe support module; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to amend the Agreement to increase the contract maximum through June 30, 2024 and each automatic renewal thereof; replace Exhibit F with Exhibit F-2 (Budget) to increase the number of users; and increase the maximum contract amount CONTRACTOR will be paid.

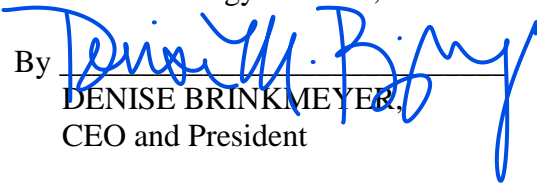
TERMS

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 the Agreement from the effective date of this Amendment No. 2 through June 30, 2024, and each automatic renewal thereof, shall be **Twenty Thousand Seven Hundred Thirty-Five Dollars and Thirty-six Cents (\$20,735.36)**, reflecting an increase of **Two Thousand Eight Hundred Eighty Dollars and Sixty-four cents (\$2,880.64)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit F-1 is hereby replaced in its entirety with "Exhibit F-2" attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit "F-1" shall refer to "Exhibit F-2" from the effective date of this Amendment No. 2.

3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 180221B as of the date first written above.

JUMP Technology Services, LLC
By 
DENISE BRINKMEYER,
CEO and President

“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: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel</p> <p>Date: May 22, 2023</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 F-2
BUDGET

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

No.	Item	Description	Date	Qty	Price	Total
1	LEAPS Users	Year 1 (2023-2024) : LEAPS Hosting and Support: 11 -15 Users	07/01/2023	1	\$14,832.00	\$14,832.00
2	Quarterly Database Backup	2023-2024	07/01/2023	1	\$848.00	\$848.00
3	Training - Web Based Units	2023-2024	07/01/2023	24	\$108.00	\$2,592.00
4	Home Safe Support Module	Includes Home Safe data element set up, mapping tools, data correct screens, shared portal for community partners, HSAPS19, HMIS export	07/1/2023	12	\$130.28	\$1,563.36
5	System Modification Block Time	ISO Dashboard and Worker Activity Dashboard	07/1/2023	1	\$900.00	\$900.00
					TOTAL	\$20,735.36



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: 6/6/2023

File ID #: 23-0784

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. 200382B with Share the Care

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. 200382B with Share the Care for a maximum amount of \$52,500 to extend the agreement through June 30, 2024 to provide tangible support services for HHSA's Comprehensive Services for Older Adults (CSOA) Adult Protective Services (APS) clients.

EXECUTIVE SUMMARY

Approval of today's action will extend the term of the agreement by one year, through June 30, 2024, with no change to the contract maximum or Scope of Work. This ensures Share the Care will be able to continue to provide the administration of APS tangible support services such as, but not limited to, emergency food, clothing, repair or replacement of essential appliances and other household goods, and Home Safe funds such as, but not limited to, any resource and/or service aimed at preventing or mitigating homelessness/housing issues for elder and/or dependent adults served by or in the intake process for APS.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency Comprehensive Services for Older Adults
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	While not mandated, approval of this Agreement allows APS to provide services when or if needed.
Is the general fund affected?	No

Future fiscal impact:	None, appropriations have been included in the approved FY2022-2023 and requested FY2023-2024 budgets.
Consequences if not approved:	If not approved, APS will be unable to use contractor's services for vulnerable elders and dependent adults that are in situations that jeopardize their health and well-being.
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

APS is a state mandated program (Welfare and Institutions Code Section 15600, et. seq.) charged with the investigation of allegations of abuse and neglect perpetrated against dependent adults and elderly who reside outside of licensed facilities. APS works closely with the District Attorney's (DA) Office and local law enforcement agencies to provide this key public safety protection for this vulnerable population.

Besides the investigative component, APS provides an array of social services that include: a 24 hour emergency response system, initial evaluation, assessment, reassessment, service plan development and monitoring, emergency shelter, in-home protection, case management, information and referral, and tangible support services.

Per Welfare and Institutions Code (WIC) Section 156763(g), each county shall provide tangible support services, which may include, but not limited to, emergency food, clothing, repair or replacement of essential appliances, plumbing and electrical repair, blankets, linens, and other household goods, advocacy with utility companies, and emergency response units. The needs of APS clients are unique, unpredictable, and often urgent.

To be able to protect the health, safety, and well-being of APS clients, APS staff need to be able to access resources and services quickly and flexibly. Although funds have been budgeted to provide tangible support services and Home Safe, actually providing these services has been difficult without a contractor able to administer the expenditure of these funds. In addition, given the challenges facing the APS population, nearly all of whom have a fixed income, this funding will be used to the fullest extent possible to prevent an APS client from losing existing housing. Napa County APS plans to use allocated Home Safe funds to provide different strategies that address housing issues that occur with APS clients. Share the Care has a long history of providing an array of services that support this population's ability to live safely and independently.

There is no change to the contract maximum, this amendment will extend the term of the agreement by one year in order to fully expend the allocated Home Safe funds.

**NAPA COUNTY AGREEMENT NO. 200382B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 200382B is effective as of this 1st day of July, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and **SHARE THE CARE NAPA VALLEY**, a California nonprofit corporation, whose mailing address is 162 South Coombs Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on May 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200382D, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide tangible support services pursuant to Welfare and Institutions Code Section 156763(g) for Adult Protective Services Clients; and

WHEREAS, on July 1, 2022, the Parties amended the to increase the contract maximum payable to CONTRACTOR to reflect the addition of State-allocated Home Safe Funds; revise Specific Term and Condition 3.5 to extend the term of the agreement by one fiscal year; replace Exhibit A (“Scope of Work”) with Exhibit A-1 to add the definition for Home Safe Funds; and to replace Exhibit B (“Compensation”) with Exhibit B-1 to add a budget and include the addition of Home Safe Funds; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to revise Specific Term and Condition 3.5 to extend the term of the agreement through June 30, 2024.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. Section 3—Specific Terms and Conditions Section 3.5 is modified as follows:

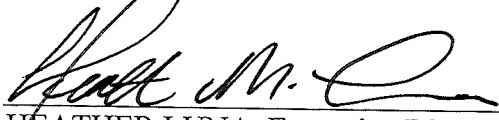
Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on the date first written on page 1 and shall expire on **June 30, 2024**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination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

prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 200382B as of the date first written above.

SHARE THE CARE NAPA VALLEY

By 
HEATHER LUNA, Executive Director

By 
BOB NATIONS, Board 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: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>May 22, 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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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: 6/6/2023

File ID #: 23-0879

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. 200270B with Davis Guest Home, 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. 200270B with Davis Guest Home, Inc., for a new contract maximum of \$2,500,000 for Fiscal Year 2022-2023, and each subsequent renewal, for board and care services.

EXECUTIVE SUMMARY

Approval of today's action will increase the maximum contract amount by \$500,000 for a new contract maximum of \$2,500,000 in order to accommodate higher facility utilization numbers, predominantly due to increased numbers of individuals that can be transitioned to this lower level of care.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Mental Health
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, there will be less capacity to house clients needing this service, creating an increased need to house mentally ill adults in locked institutions.
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

Located in Modesto, Davis Guest Home is the only enhanced board and care facility close to Napa County. It has proven successful in providing placement to clients who would otherwise be institutionalized.

Davis Guest Home is a family-owned and operated residential care facility that provides long-term stable housing for individuals who are unable to stay in traditional board and care community placements because their mental health symptoms and/or behaviors prevent them from functioning at the level of independence required in other programs. This program serves as a less costly, community-based alternative to long-term locked settings and is often utilized as a step down for individuals coming out of long-term locked settings in order to better prepare the individual for a successful reentry into the community. Davis Guest Home provides services to an average of 25-30 Napa County residents annually.

This amendment is only to increase the contract maximum. No changes are needed to Exhibits A or B at this time.

Davis Guest Home, Inc. is not a local provider.

**NAPA COUNTY AGREEMENT NO. 200270B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200270B is effective as of the 1st day of July, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **DAVIS GUEST HOME, INC.**, whose business address is 1878 East Hatch Road, Modesto, CA 95351, hereinafter referred to as **CONTRACTOR**.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about July 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200270B, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide residential mental health services to clients referred by COUNTY’S Health and Human Services Agency; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set for herein; and

WHEREAS, as of April 20, 2021, the Parties amended the Agreement to increase the contract maximum to compensate CONTRACTOR for additional residential mental health services; and

WHEREAS, as of July 1, 2021, the Parties amended the Agreement to increase the contract maximum to accommodate the higher facility utilization numbers and additional mental health services; 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 in order to accommodate the higher facility utilization numbers.

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 **Two Million Five Hundred Thousand Dollars (\$2,500,000.00)** of which **Five Hundred Thousand Dollars (\$500,000.00)** is increased by virtue of the 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. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200270B as of the date first written above.

DAVIS GUEST HOME, INC.

By: 

LONNY DAVIS

President

“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: Rachel L. Ross (e- signature)</p> <p>Date: 5/25/23</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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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: 6/6/2023

File ID #: 23-0880

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. 170263B with SmithWaters Group

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. 170263B with SmithWaters Group for a new contract maximum of \$120,000 for Fiscal Year 2023-2024, and each subsequent renewal, as well as updates to Exhibit A (Scope of Work) and Exhibit B (Compensation), for the provision of mandated mental health Patients' Rights advocacy services.

EXECUTIVE SUMMARY

Approval of today's action will increase the maximum contract amount by \$10,000 for a new contract maximum of \$120,000 and add a deliverable in order to allow contractor to review for Patients' Rights violations within County-contracted Mental Health residential sites.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Mental Health
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The Agreement contains a provision for automatic annual renewal. Appropriations will be included in the requested Fiscal Year 2023-2024 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, Contractor would be unable to provide additional Patients' Rights services.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The State of California requires each County to assign a Patients' Rights Advocate to handle complaints of mentally ill individuals regarding the abuse, unreasonable denial, or punitive withholding of rights guaranteed under California Code of Regulations Title 9, Chapter 4, Division 1, Article 6, Section 863.1. The Patients' Rights Advocate is delegated the responsibility under Title 9 and under California Welfare and Institutions Code Section 5325 to ensure individuals in facilities specified in Title 9 Section 860 are afforded their statutory and constitutional rights.

The SmithWaters group has been providing advocate, consulting and training services since 2014. This amendment would allow an increase to the SmithWaters contract and would also incorporate an additional deliverable into the agreement's scope of work, which would allow the contractor to review for Patients' Rights violations and to educate clients on Patients' Rights topics living in County-contracted residential sites. These reviews entail SmithWaters advocate staff making regular site visits to residential homes and apartment buildings that are owned or operated by the contracted providers.

SmithWaters Group is not a local vendor.

**NAPA COUNTY AGREEMENT NO. 170263B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 170263B is effective the 1st day of July, 2023, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **SMITHWATERS GROUP**, whose business address is 3666 I Street, Sacramento, CA 95816, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about September 15, 2014, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170263B (Formally No. 8223) (hereinafter referred to as the "Agreement") for CONTRACTOR to patients' rights advocacy services during certification and Riese hearings for individuals who are placed under 5150 holds and patients' rights education and other related activities in the community; and

WHEREAS, on or about July 1, 2016, the Parties amended the Agreement to incorporate Addendum 1 to the Scope of Work (Exhibit A), incorporate Addendum 1 to the Compensation (Exhibit B) and to increase the compensation payable under the term of this agreement; and

WHEREAS, on or about July 1, 2022, the Parties amended the Agreement to incorporate Addendum 2 to the Scope of Work, incorporate Addendum 2 to the Compensation, and increase the maximum compensation payable under the term of this agreement.

WHEREAS, the Parties now wish to amend the Agreement to reflect an increase in the annual contract maximum, commencing Fiscal Year 2023-2024, and each subsequent automatic renewal thereof, replace "Addendum 2 to Exhibit A" with "Exhibit A-3", and replace "Addendum 2 to Exhibit B" with "Exhibit B-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 **One Hundred Twenty Thousand Dollars (\$120,000.00)**, of which **Ten Thousand Dollars (\$10,000.00)**, 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. Addendum 2 to Exhibit A shall be replaced with "Exhibit A-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Addendum 2 to Exhibit A shall refer to "Exhibit A-3" as of the effective date of this Amendment.
3. Addendum 2 to Exhibit B shall be replaced with "Exhibit B-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Addendum 2 to Exhibit B shall refer to "Exhibit B-3" as of the effective date of this Amendment.

4. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 of Napa County Agreement No. 170263B as of the date first above written.

FRANK SMITH-WATERS

By 
FRANK SMITH-WATERS

“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: 5/25/23</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
SCOPE OF WORK
Patients' Rights Advocate Services

July 1, 2023 through June 30, 2024
(and each subsequent year thereafter)

1. Certification Review Hearings: CONTRACTOR will perform the duties listed below in order to accomplish the intent of California Welfare and Institutions Code, Article 4 (commencing with Section 5250 *et seq.*) for Patients' Rights Advocacy services. In furtherance of this duty, CONTRACTOR shall receive notice regarding the placement of any mental health patient of COUNTY, the circumstances of which will require notice under law. Notice shall be made by the admitting facility or by staff of the Adult or Older Adult Services program of COUNTY Behavioral Health and/or Comprehensive Services for Older Adult Division(s) of the COUNTY's Health and Human Services Agency (HHSA). In dealing with proceedings CONTRACTOR shall:
 - a. Attend all certification review hearings at inpatient psychiatric hospital facilities located in Napa County. Currently, hearings are conducted at Napa State Hospital and St. Helena Hospital Deer Park.
 - b. Consult with the patient certified to determine the wishes of the patient regarding further inpatient care, the certification review hearing, patients' right to a writ of habeas corpus, and any other issues pertinent to the patient.
 - c. Assist the patient in the certification review hearing to assure that all issues of importance to the determination of the issue of probable cause in the hearing are fully explored, including and when necessary, the contacting of family, friends and significant others and employees of the facility at which the patient is an inpatient who have knowledge of or participated in the certification decision.
 - d. Inform those patients for whom probable cause for continued certification is found to exist of their right to a writ of habeas corpus; when necessary, assist the patient in completing a request for such a writ.
 - e. To facilitate CONTRACTOR activities, CONTRACTOR shall maintain voice mail or reception capability. CONTRACTOR shall further maintain contact with the admitting facility and with staff of the Adult and Older Adult Services program of Behavioral Health and Comprehensive Services for Older Adult Divisions of COUNTY's HHSA. CONTRACTOR shall further assist in scheduling hearings and in notifying the designated Hearing Officer. A log of all hearings scheduled and conducted by CONTRACTOR shall be maintained by CONTRACTOR.
2. Hearing Schedule:
 - a. Maintain direct contact with inpatient psychiatric hospital staff. The purpose of this contact is to schedule hearing dates and times to meet appropriate legal time frames and to arrange for the Patients' Rights advocate at each scheduled meeting.

- b. Schedule hearing dates and times to meet appropriate legal time frames to arrange for the presence of the Patients' Right's Advocate at each scheduled hearing.
 - c. Maintain a log of all hearings scheduled and conducted
- 3. Riese Informed Consent Hearings: Contractor shall perform these duties in order to accomplish the intent of the decision rendered in Riese v. St. Mary's Hospital (1987), 196 Cal. App. 3d 1388. In furtherance of this duty, CONTRACTOR shall receive notice regarding the placement of any mental health patient in St. Helena Hospital Mental Health Unit in Deer Park, California, and in Napa State Hospital the circumstances of which will require notice under law. Notice shall be made by the admitting facility. In dealing with proceedings commenced by said notice, CONTRACTOR shall:
 - a. Attend all Riese Capacity review hearings
 - b. Consult with the patient to determine the wishes of the patient regarding medication and any other issue deemed pertinent by the patient.
 - c. Assist the patient in the Riese review hearing to assure that issues of importance to the determination of the issue of informed consent are fully explored, including, when necessary, the calling for testimony witnesses who are employees of the facility at which the patient is an inpatient who have knowledge of or participated in the medication decision subject to review.
 - d. Inform those patients of their right to a writ of habeus corpus; when necessary, assist the patient in completing a request for such a writ.
 - e. To facilitate CONTRACTOR actions hereunder, CONTRACTOR shall maintain voice mail or reception capability. CONTRACTOR shall further maintain contact with the admitting facility and with staff of the Adult and Older Adult Services programs COUNTY's HHSA. CONTRACTOR shall further assist in scheduling hearings and in notifying the designated Hearing Officer. A log of all hearings scheduled and conducted by CONTRACTOR shall be maintained by CONTRACTOR.
- 4. Patients' Rights Advocacy and Education: As resources permit and to be performed secondary to the above three contract expectations, CONTRACTOR shall address mental health issues and investigate complaints from the perspective of the mental health consumer. The Advocate shall undertake community, professional, and consumer education to ensure awareness of patients' rights issues in all three groups and to reduce the stigma associated with mental health treatment. The Advocate shall further assure compliance by all affected entities with California Code of Regulations Title IX, Article 6, Section 860, and California Welfare and Institutions Code Section 5325(h). In furtherance of this duty,

CONTRACTOR shall:

- a. Distribute and monitor posting of posters and booklets describing the rights of patients, identifying the Patients' Rights Advocate, and providing the telephone number and address of CONTRACTOR's designated Advocate, within each facility serving mentally ill persons within COUNTY.

- b. Assign a designated Advocate to review COUNTY community based residential programs for compliance with statutory and regulatory patient's rights provisions.
 - c. Receive, investigate, and report upon complaints regarding abuse of patients' rights.
 - d. Provide at least two trainings annually to public and private mental health care providers regarding the implementation of patients' rights legislation.
 - e. Provide education/information regarding patients' rights to mental health consumers in the community and at the Napa County Adult Resource Center in order to facilitate self-advocacy and peer advocacy.
 - f. Receive and review quarterly reports on denials of rights to inpatients and use of electro-convulsive treatment (ECT), with consequent reporting to the Behavioral Health Manager of the Behavioral Health Division of the COUNTY's HHSA or designee, and to the Patients' Rights Specialist of the California Department of Healthcare Services (CDHCS). **California Office of Patients' Rights 1831 K Street, Sacramento, CA 95811 Phone: (916) 504-5994.** And as resources permit, conduct a review of compliance with patients' rights legislation by COUNTY's Mental Health (Adult Behavioral Health) program and by mental health care facilities located within COUNTY.
 - g. Coordinate with the Patients' Rights Specialist of DHCS, the local office of the Ombudsman, and the Director of Napa County Behavioral Health or designee.
 - h. Consult to mental health providers regarding specific questions concerning implementation of patients' rights legislation.
 - i. Maintain adequate program records as specified by COUNTY which will include, but not be limited to, records of service to patients, records of all contacts, interviews, and meeting notes. Said records shall be maintained in sufficient detail to make possible an evaluation of the services provided under this Agreement.
 - j. Submit Summaries of Concerns to COUNTY monthly or upon request by County
5. **Napa County Behavioral Health Department Consultation**
 CONTRACTOR will provide consultation to COUNTY Behavioral Health on an as needed basis on topics related to CONTRACTOR'S expertise in Consumer and Patients' Rights.

EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT

July 1, 2023 through June 30th, 2024
(and each subsequent year thereafter)

CONTRACTOR shall have a contract maximum of \$120,000. CONTRACTOR shall be reimbursed at a rate of \$88.00 per hour for hearings held weekly at the Mental Health unit at St Helena Hospital and Napa State Hospital. CONTRACTOR shall also be reimbursed at a rate of \$88.00 per hour for Outreach and Educational services provided as described in Exhibit A. This rate is inclusive of all costs.

Of the total contract maximum, \$5000.00 shall only be used for COUNTY Mental Health consultation services as described in Exhibit A. Contractor consultation rate is \$50.00 per hour.

INVOICING INSTRUCTIONS:

CONTRACTOR shall report each hour of service spent on advocacy services along with the number of individuals served on each day on the *Patient's Rights Advocacy Services* form provided by COUNTY (Exhibit D). Contractor will submit a separate invoice for consultation services provided to Napa County Behavioral Health Department. CONTRACTOR shall submit all monthly invoices to the COUNTY's Provider Services Coordinator by the 15th of the month that summarizes all work completed in the preceding month.



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: 6/6/2023

File ID #: 23-0912

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. 4 to Agreement No. 190278B with Cope Family Center, Inc.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 190278B with Cope Family Center, Inc., for a new annual maximum of \$230,901 for Fiscal Year 2022-2023, and each subsequent renewal, and to amend both Exhibit A (Scope of Work) and Exhibit B (Compensation) to reflect the increased caseload and revised budget, in order to provide services to carry out California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program (HVP).

EXECUTIVE SUMMARY

Approval of today's action will increase the contract maximum amount by \$112,514 for a new annual maximum of \$230,901 due to an increased allocation from the State; amend Terms and Conditions Section 3.1 (l) to reflect an increase in federal funding as Cope is a subrecipient; amend Exhibit A to increase the number of clients served; and amend Exhibit B to revise the Agreement's budget.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Agency, Self Sufficiency Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to contract with this vendor, however, continuation of this program allows new parents to receive additional support.
Is the general fund affected?	No
Future fiscal impact:	Appropriations have been included in the approved 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved:	If not approved, the County will be unable to provide the increased funds to the contractor who is providing the services to the community.
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

HVP is an evidence-based, voluntary program model that pairs new parents with a trained professional who makes regular contact with the participant to provide guidance, coaching, access to prenatal and postnatal care, and other health and social services. The pairing of home visiting with CalWORKs provides an opportunity to connect parents with necessary resources, improve their parenting skills and household order, and ensure that their children have a safe and nurturing environment that allow them to thrive and grow. HVP aims to expand the educational, economic and financial capability opportunities of CalWORKs participants to improve the likelihood that they will exit poverty.

The primary program components include: Voluntary evidence-based home visitation; Case management services including collaborative case management plans; Close coordination and communication with County staff; and Enrollment in Early Learning Programs.

California Department of Social Services (CDSS) increased CalWORKs HVP allocation from \$118,387 in FY 2021-2022 to \$230,901 in FY 2022-2023. Subsequently, All County Letter No. 22-86 was released increasing the maximum lifetime amount of the material goods funds limit for eligible HVP families from \$500 to \$1,000.

Accordingly, this amendment is updating the exhibits to incorporate language around the issuance of the material goods funds, increase the number of available families to be served from 23 to 26, as well as further clarify language around reporting needs.

Cope Family Center, Inc., is a local vendor that was chosen after a formal Request for Proposal (RFP) was conducted.

**NAPA COUNTY AGREEMENT NO. 190278B
AMENDMENT NO. 4**

THIS AMENDMENT NO. 4 TO AGREEMENT NO. 190278B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and **COPE FAMILY CENTER, INC.**, a California nonprofit corporation, whose address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, as of January 1, 2019, COUNTY and CONTRACTOR entered into County Agreement No. 190278B (hereinafter referred to as “Agreement”) for CONTRACTOR to provide services to carry out CalWORKs Home Visiting Initiative program; and

WHEREAS, as of July 1, 2019, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR to include an additional State allocation and to modify Section 3 of the Agreement’s Specific Terms and Conditions Section 3.1(l) to reflect an increase in federal funding; replace Exhibit A with Exhibit A-1 to include the expanded population that may be served under the Agreement including any CalWORKs household with a child under the age of 24 months; replace Exhibit B with Exhibit B-1 to revise the Agreement’s budget and contract maximum per participant per fiscal year; and amend Specific Term and Condition 3.4 of the Agreement delegating authority to approve future amendments to Exhibits A-1 and B-1, to the Director of Health and Human Services Agency, provided that the amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement; and

WHEREAS, as of July 1, 2020, the Parties amended the Agreement to increase the contract maximum payable to CONTRACTOR to include an additional State allocation and to modify Section 3 of the Agreement’s Specific Terms and Conditions Section 3.1(l) to reflect an increase in Agreement’s budget and contract maximum per fiscal year; and

WHEREAS, as of July 1, 2021, the Parties amended the Agreement to decrease the contract maximum to reflect a decreased State allocation; replace Exhibit A-1 with Exhibit A-2 to decrease the number of clients served; and replace Exhibit B-2 with Exhibit B-3 to reflect the decreased contract maximum and to revise specific line items of the budget to more accurately reflect the services needed; and

WHEREAS, as of the effective date of this Amendment No. 4, the Parties wish to further amend the Agreement to increase the contract maximum payable to CONTRACTOR to reflect an increased State allocation; modify Section 3 of the Agreement’s Specific Terms and Conditions Section 3.1(l) to reflect an increase in federal funding; replace Exhibit A-2 with Exhibit “A-3” (Scope of Work) to increase the number of clients served; and replace Exhibit B-3 with Exhibit “B-4” (Compensation) to amend the Agreement’s budget and contract maximum per participant per fiscal year.

TERMS

1. **NOW THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows: The maximum amount of payment on Page 2 of the Agreement for Fiscal Year 2022-2023, and each automatic renewal thereof, shall be **Two Hundred Thirty Thousand Nine Hundred and One Dollars (\$230,901.00)** per fiscal year, reflecting an increase of **One Hundred Twelve Thousand Five Hundred Fourteen Dollars (\$112,514.00)** 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. Specific Terms and Conditions 3.1(l) is modified to read as follows:

[X] (l) Services have been determined by the Department Director that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.)

CONTRACTOR's Catalog of Federal Domestic Assistance (CFDA) number and dollar amount of Federal funding under this Agreement are as follows:
 - CFDA # 93.558 = \$185,183
3. Exhibit A-2 is hereby replaced with "Exhibit A-3," attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A-2" shall refer to "Exhibit A-3" which is revised by virtue of this Amendment No. 4 and commences in Fiscal Year 2022-2023 and each automatic renewal thereof.
4. Exhibit B-3 is hereby replaced with "Exhibit B-4," attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B-3" shall refer to "Exhibit B-4" which is revised by virtue of this Amendment No. 4 and commences in Fiscal Year 2022-2023 and each automatic renewal thereof.
5. Except as provided in this Amendment No. 4 to the Agreement, the terms and provisions of the Agreement shall remain in full force and effect as originally approved and last amended.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 of Napa County Agreement No. 190278B as of the date written above.

COPE FAMILY CENTER, INC.

By Michelle Grupe
MICHELE GRUPE,
Executive Director

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS,
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Douglas Parker (via e-sign)</i></p> <p>Date: <u>May 22, 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-3"
CALWORKS HOME VISITING PROGRAM (HVP)
SCOPE OF WORK

CONTRACTOR shall provide COUNTY OF NAPA HEALTH AND HUMAN SERVICES AGENCY's (HHSA) SELF SUFFICIENCY SERVICES DIVISION (SSSD) with the following services:

- I. CONTRACTOR will provide voluntary home visiting services under California Work Opportunity and Responsibility to Kids (CalWORKs) California Home Visiting Program (HVP) to a maximum of twenty-six (26) CalWORKs recipients, to support positive health, development, and well-being outcomes for pregnant and parenting women, families, and infants born into poverty, expanding their future educational, economic, and financial capability opportunities, and improving the likelihood that they will exit poverty. Any slot vacated during the fiscal year shall be available to be filled by another CalWORKs family up to the maximum of twenty-six (26) slots.
- II. CONTRACTOR will accept participants into the home visiting program when referred from HHSA- SSSD who meet the following eligibility criteria for the target population:
 - a. A member of a CalWORKs Assistance Unit, and
 - b. Volunteer to participate in the home visiting program, and
 - c. Pregnant with no other children, or
 - d. A caretaker relative of a child less than twenty-four (24) months of age.
- III. CONTRACTOR will utilize the evidence-based Parents as Teachers home visiting model to provide the following services:
 - a. Continuous home visiting services until:
 - i. The participants completes the evidence-based home visiting program; or
 - ii. The participant terminates their own participation; or
 - iii. The participant is terminated from home visiting services due to non-participation or non-responsiveness; or
 - iv. The participant has completed a minimum of twenty-four (24) months of home visiting services, or the child turns twenty-four (24) months old, whichever is later.
 - b. Provide home visiting services that are not mandatory, unannounced, or random.
 - c. Provide coaching and guidance through regular, planned home visits. Participants will receive information about strategies to improve their family's health and provide better developmental opportunities for their children.
 - d. Use standardized data collection tools (e.g., screenings, assessments, questionnaires, interviews) to evaluate the status and track progress in educational development, health, and other domains for the child and the adult. Screening tools shall be used to monitor child growth and development and identify developmental delays and risks.

- e. Establish a collaborative case management plan that builds on the strengths established during the home visiting period and the family's associated connections to childcare. This includes:
 - i. Assessing the family's needs.
 - ii. Developing a case plan.
 - iii. Monitoring progress in achieving case plan objectives.
 - iv. Ensuring provision of all services specified in the case plan.
- f. Organize regular multi-disciplinary meetings to discuss and review the CalWORKs participants. Individuals who should be included, but not limited to: Home Visitor, CalWORKs eligibility worker, and CalWORKs Welfare-to-Work workers.
- g. Provide resource and referrals to the participant for the following, however not limited to:
 - i. Prenatal, infant, and toddler care.
 - ii. Infant and child nutrition.
 - iii. Developmental screening and assessments.
 - iv. Parent education, parent and child interaction, child development, and child care.
 - v. Job readiness and barrier removal.
 - vi. Domestic violence and sexual assault, mental health, and substance abuse treatment.
- h. Encourage CalWORKs participants to enroll their child in a high-quality, early learning setting, or participate in playgroups, or other child enrichment activities.

IV. CONTRACTOR shall provide up to a cumulative maximum of \$1,000 in material goods funds per CalWORKs family that is enrolled in HVP. The maximum limit of \$1,000 may be used through the span of the HVP enrollment and is a lifetime limit. CONTRACTOR must purchase the identified need(s) for the participant and provide the purchase(s) directly to the participant. No advanced purchase(s) prior to need identification shall be made. Material Goods are identified as follows:

- a. Material goods may not be used as incentives to engage or participate.
- b. Material goods does not need to be spent on one item or at one point in time as they may be spent on multiple items and throughout the length of participant engagement in HVP.
- c. Material goods funds may be used on items for a participant's household related to the care, health, and safety of the child and family. Examples include, but are not limited to:
 - i. Child safety kits.
 - ii. Car seats.
 - iii. Appliance Repairs.
 - iv. Adaptive Equipment for children with disabilities.
 - v. Food – only if deemed an immediate need.
 - vi. Resources related to child/family language or literacy needs.

- V. CONTRACTOR will hire and maintain sufficient qualified staff, as required by the CalWORKs HVP, to serve home visiting referrals and demonstrate a commitment to quality care.
- VI. CONTRACTOR will collaborate with other service providers to leverage and expand resources and referrals.
- VII. CONTRACTOR will participate in local multi-disciplinary groups that focus on home visiting. The purpose of these groups is to share best practices, improve service delivery, ensure systems integration, and develop solutions to issues that may arise.
- VIII. CONTRACTOR shall provide to and ensure all home visiting staff participate in annual training as follows:
 - a. Provide cultural competency and implicit bias training to staff.
 - b. Provide strengths-based practices for working with families with unmet needs.
 - c. Attend HHSA- SSSD's annual compliance training.
 - d. Attend training to receive information about CalWORKs, CalFresh, Medi-Cal, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), and other programs with county-specific information about how the home visiting professionals can help a parent access additional services for which he/she may be eligible and troubleshoot problems with benefits or eligibility that would impact access to services.
- IX. CONTRACTOR shall report to HHSA- SSSD the following listed data elements by the 15th day of the month following the report month.
 - a. Number of children receiving developmental screening and referrals for further assessment and outcome.
 - b. Date of 1st home visit after enrollment.
 - c. Service referrals by type.
 - d. Services accessed by type.
 - e. Number of home visits attempted.
 - f. Number of home visits completed.
 - g. Duration of families enrollment in home visiting services.
 - h. Additional data requested by the California Department of Social Services or HHSA- SSSD.
- X. CONTRACTOR shall obtain and maintain information on all home visiting families and made available to HHSA- SSSD when requested. Information shall include at minimum:
 - a. Rates of participation in early learning programs.
 - b. Parental satisfaction with their gains in parenting skills and knowledge.
 - c. Food and housing stability.
 - d. Workforce training, employment, and financial stability.
 - e. Participation in educational programs or English as a Second Language (ESL) programs, or both, if applicable.
 - f. Access to immigration services and remedies.

- g. Indicators of HVP workforce capacity, including demographics, characteristics, composition, including employer and certification status, and future training needs of the home visiting workforce.
 - h. Child welfare referrals and outcomes.
 - i. Additional descriptive and outcome indicators as appropriate.
- XI. CONTRACTOR will agree to and participate in site review/contract compliance visits with HHSA SSSD designated staff.
- XII. CONTRACTOR will participate in monthly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the progress and participation of all referrals. Expenditures to date and the need for possible contract amendments will be reviewed.

EXHIBIT "B-4"
CALWORKS HOME VISITING PROGRAM (HVP)
COMPENSATION

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

CONTRACTOR shall submit claims for payment **within forty-five (45) days** of the end of the month in which services are provided as identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than forty-five (45) days after the month provision of such service(s) were provided.

PROJECT BUDGET	
PERSONNEL	
Executive Director	6,908
Program Director	11,107
Program Manager	24,416
Family Support Specialists (Home Visitors)	72,387
Resource Specialist	1,655
Program Compliance	1,623
Human Resources Manager	4,368
Program Accounting	6,061
Subtotal Personnel	128,525
Benefits (30% of Personnel)	38,557
TOTAL PERSONNEL	167,082
OPERATING EXPENSES	
Occupancy Including Mortgage	3,460
Dues & Fees	1,950
Material Goods	15,000
IT Hardware/Software/Support	3,298
Office Supplies	5,200
Program Supplies	2,000
Program Insurance	1,200
Professional Services	3,600
Staff Development / Training	5,200
Telephone & Telecommunications	920
Utilities	1,000
TOTAL OPERATING EXPENSES	42,828
PROGRAM ADMINISTRATION (10%)	20,991
TOTAL PROGRAM EXPENSES	230,901

With approval of 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.

Funding for subsequent fiscal years is based on a State allocation that varies from year to year. CONTRACTOR understands that the contract maximum will be adjusted annually accordingly, through written amendment, and that future performance shall be contingent upon receipt of sufficient State funds for subsequent fiscal years.



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: 6/6/2023

File ID #: 23-0955

TO: Board of Supervisors
FROM: Christine Briceño, Director of Human Resources
REPORT BY: Kevin Lemieux, Staff Services Manager
SUBJECT: Director of Human Resources Requests Adoption of a Resolution Implementing a Cost-of-Living Adjustment for Multiple Bargaining Units

RECOMMENDATION

Director of Human Resources requests adoption of a Resolution implementing a 3.25% cost of living adjustment for members of the Law Enforcement, Law Enforcement Supervisory, Public Service Employee, Public Service Employee Supervisory, Probation and Probation Supervisory bargaining units and Management and confidential employees, effective June 24, 2023, per the terms of the applicable Memorandums of Understanding.

EXECUTIVE SUMMARY

The requested action authorizes the implementation of a previously approved salary adjustment between the County and the Deputy Sheriff Association's (DSA) bargaining units, Napa Association of Public Employees Bargaining Units, (PSE) and the Napa County Probation Professionals Association (NCPA) Bargaining units, which includes a Cost-of-Living Adjustment (COLA) of 3.25%, effective the beginning of the first pay period of Fiscal Year 2023-2024. Consistent with the Management Compensation Plan, management employees and confidential employees will also receive a 3.25% COLA effective the first pay period of Fiscal Year 2023-2024. Members of the DSA bargaining units who are Y-rated employees and members of NCPA Bargaining Units who are Y-rated employees will not receive a 3.25% COLA.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The requested departmental budgets for Fiscal Year 2023-2024 include the salary adjustments for each employee.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The terms of current labor agreements and policies require the County to pay a Cost-of-Living Adjustment of 3.25%.
Is the general fund affected?	Yes

Future fiscal impact:	Funding for the appropriate costs for each employee is included in the departmental budget for Fiscal Year 2023-2024.
Consequences if not approved:	If the requested action is not approved, the County will not be in compliance with previously approved labor agreements with the employee organizations.
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 requested 3.25% COLA Adjustments are consistent with the Total Tentative Agreements previously approved by the Board of Supervisors for the DSA and DSA Supervisory Bargaining Units, PSE and PSE Supervisory Bargaining Units, NCPPA Probation and NCPPA Probation Supervisory Units. The Management Compensation Plan requires management and confidential employees to receive the same COLA as the PSE Bargaining Unit. Consistent with their governing MOUs, DSA Bargaining Units employees and NCPPA Bargaining Unit employees who are y-rated will not receive the 3.25% COLA. Therefore, the Director of Human Resources requests adoption of a Resolution implementing a 3.25% COLA for employees in the included bargaining units, effective June 24, 2023, per the terms of the applicable Memorandums of Understanding.

RESOLUTION NO. 2023-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING A 3.25% COST OF LIVING ADJUSTMENT
FOR MEMBERS OF THE LAW ENFORCEMENT, LAW ENFORCEMENT
SUPERVISORY, PUBLIC SERVICE EMPLOYEE, PUBLIC SERVICE EMPLOYEE
SUPERVISORY, PROBATION, AND PROBATION SUPERVISORY BARGAINING
UNITS, AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES, EFFECTIVE
JUNE 24, 2023**

WHEREAS, Government Code Section 23500 provides in relevant part that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of County employees, and that such action may be taken by ordinance or resolution; and

WHEREAS, the currently governing Memorandums of Understanding (MOUs) between Napa County and the Deputy Sheriffs' Association (DSA) Law Enforcement and DSA Law Enforcement Supervisory Units provide for a 3.25% cost of living salary adjustment (COLA) for unit members, except those unit members whose salaries have been Y-rated, effective the first pay period in Fiscal Year 2023-2024; and

WHEREAS, the currently governing MOUs between Napa County and the Napa Association of Public Employees, Service Employees International Union, Local 1021's Public Service Employee (PSE) and PSE Supervisory Units provide for a 3.25% COLA for unit members, effective the first pay period in Fiscal Year 2023-2024; and

WHEREAS, the currently governing MOUs between County and the Napa County Probation Professionals Association (NCPPEA) Probation and NCPPEA Probation Supervisory Units provide for a 3.25% COLA for unit members, except those unit members whose salaries have been Y-rated, effective the first pay period in Fiscal Year 2023-2024; and

WHEREAS, the Napa County Policy Manual Management Compensation Plans state that management and confidential employees receive the same salary adjustments as the PSE unit members, and therefore must also receive a 3.25% COLA, effective the first pay period in Fiscal Year 2023-2024; and

WHEREAS, the first pay period in Fiscal Year 2023-2024 begins on June 24, 2023;

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby approves, effective June 24, 2023, a 3.25% COLA for members of the DSA and NCPPEA bargaining units whose salaries have been Y-rated, as well as a 3.25% COLA for PSE bargaining units and Management and Confidential employee classifications.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of said Board
 held on the 6th day of June 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: <i>Susan B. Altman</i>, Deputy</p> <p>Date: May 24, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: Neha Hoskins Deputy Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0937

TO: Board of Supervisors
FROM: Brian Bordona - Interim Director, PBES
REPORT BY: Patrick Ryan - Interim Assistant Director, PBES
SUBJECT: PBES Department Profession Development - Office Closure

RECOMMENDATION

Interim Director of Planning, Building and Environmental Services (PBES) requests adoption and approval for a temporary office closure Thursday, June 8, 2023, from 11:00 a.m. to 2:00 p.m. for a department-wide team building, professional development luncheon.

EXECUTIVE SUMMARY

The Interim Director of PBES requests approval to close the PBES office from 11:00 a.m. to 2:00 p.m. on Thursday, June 8, 2023, to provide department-wide team building and professional development luncheon. PBES staff has experienced turnover over the past year, while many long-term staff now serve in new roles. In addition, the Department continues to take on new programs and responsibilities in response to an ever-changing environment. The luncheon will provide opportunities for staff to address these issues, as well as provide staff a chance to reconnect.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Cost for the luncheon will be borne by the PBES budget, as well as from funds provided by the Organizational Development Advisory Committee.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The luncheon would provide an opportunity for all Department staff to engage in team building activities to help promote internal communication and coordination between divisions, enhance individual skills, and strengthen the PBES team for the challenges that lie ahead.
Is the general fund affected?	Yes
Future fiscal impact:	No
Consequences if not approved:	The Organizational Development budgeted funds for FY 22-23 will go unused.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Interim Director of PBES requests approval to close the PBES office from 11:00 a.m. to 2:00 p.m. on Thursday, June 8, 2023, to provide department-wide team building and professional development luncheon. The luncheon will be held at Kennedy Park in Napa.

PBES staff has experienced turnover over the past year, while many long-term staff now serve in new roles. In addition, the Department continues to take on new programs and responsibilities in response to an ever-changing environment. The luncheon will provide opportunities for staff to address these issues, as well as provide a chance to reconnect with peers in colleagues in the Department.

The Department currently closes from 12:00 p.m. to 1:00 p.m. for the lunch hour, so the closure from 11:00 a.m. to 2:00 p.m. would represent a reduction of two (2) hours relative to normal operating hours. To minimize disruption to the public and others who rely on PBES, staff will notify customers in advance of the anticipated closure date. The closure will be noticed in the PBES lobby and on the Department website. Notification on email signatures would also be used, as well as on social media outlets. The Department will also work with the County PIO to assist in providing a broader notification.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0652

TO: Board of Supervisors
FROM: Amanda Gibbs, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Staff Services Manager
SUBJECT: Agreement with Veritas Assurance Group Inc.

RECOMMENDATION

Chief Probation Officer requests approval of and authorization for the Chair to sign Agreement No. 230379B with Veritas Assurance Group, Inc (Veritas) for the term June 1, 2023 through June 30, 2024, for a contract maximum of \$210,000 to provide review and analysis of the Probation Department's areas of risk exposure, equipment, training, tactics, and overall operation of the law enforcement functions.

EXECUTIVE SUMMARY

Veritas provides consulting services to law enforcement agencies to review, consult, assist, and implement organizational risk management in daily operations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to have this agreement. Approval of the requested action item allows the Department to minimize risk exposure in its daily operations.
Is the general fund affected?	Yes
Future fiscal impact:	The Recommended FY 23/24 is budgeted for this Agreement.
Consequences if not approved:	Click or tap here to enter text.
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 consulting services to be provided include but are not limited to: Management review and analysis of Probation's policies and procedures; areas of risk exposure; equipment; training, tactics; overall operation of the law enforcement functions in the department; and compliance with standard operation of law and best practices.

Specifically, Veritas will review all facets of Probation's arming program; use of force, response to use of equipment available to Probation Officers; provide training to management and supervisory staff in the areas of efficient risk management and operational governance, documentation, critical incident debrief and command structure, accountability and leadership as specifically related to a law enforcement agency; and provide oral briefing and review of findings.

The goal with Veritas' service is to minimize and preventing risk by assisting with achievement of performance against objectives by contributing to a better service delivery internally and to the public, improve innovation, establish better ground for strategy setting, and implementing measures so the department can continue to support its Mission, Vision, Purpose and Core values.

NAPA COUNTY AGREEMENT NO. 230379B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of June, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing Agent, and VERITAS ASSURANCE GROUP INC., whose mailing address is 12 Redondo, Laguna Niguel, CA 92677, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY, at the direction of County Counsel, wishes to obtain specialized services, as authorized by Government Code section 31000, in order to conduct an internal management review and analysis of the Probation Department's areas of risk exposure, equipment, training, tactics, and overall operation of the law enforcement functions in the 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 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.

1.1 **Purpose.** COUNTY is entering into this agreement at the request of Napa County County Counsel in order to review and analyze, with counsel, the Probation Department's areas of risk exposure, equipment, training, tactics, and overall operation of the law enforcement

functions in the department, and to implement recommendations where needed. County counsel should be involved in the review of draft and final reports, and should be present at all oral updates.

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 rates set forth in Exhibit "B", 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."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000)** for professional services and for expenses; 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. [RESERVED].

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

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

liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

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

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

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

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

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

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

(2) **Professional Liability/Errors and Omissions.** Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in

connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

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

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the NAPA COUNTY PROBATION 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 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 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 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
Staff Service Manager
Napa County Probation Department
212 Walnut Street
Napa, CA 94559

CONTRACTOR
Ronald C. Sanchez, CGAP, CLEA
President
12 Redondo
Laguna Niguel, CA 92677-5185

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 CHIEF PROBATION OFFICER. 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 if

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 COUNTY data is stored in the cloud or another off-site system, all data shall be encrypted in transmission (including via web interface) using Transport Layer Security (TLS) at the minimum version 1.2 and in storage at a level equivalent to or stronger than Advanced Encryption Standard (AES) 256-bit level encryption. If used, 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.

If COUNTY data is stored on removable portable storage, the storage devices shall be encrypted using the same encryption algorithm described above. Any newer *Western Digital My Passport* drive will meet the encryption requirement with a password of eight (8) characters or longer.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data. Data shall be permanently deleted and shall not be recoverable.

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 CHIEF PROBATION OFFICER.

(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. **Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding

obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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

VERITAS ASSURANCE GROUP, INC.

By  5-15-23
RONALD C. SANCHEZ, 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: <u>Doug Parker (via e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 3, 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"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. Management review and analysis of COUNTY's policies and procedures, areas of risk exposure, equipment, training, tactics, overall operation of the law enforcement functions in the department, and compliance with standard operation of law and best practices governing the following functions within the COUNTY Probation Department. Services performed shall be agreed upon by CONTRACTOR and COUNTY:

- a. **Arming Policies and Training.** Review all facets of the arming program and provide recommendations in all areas to mitigate risk to the COUNTY as determined by the Chief Probation Officer. This is to include, but not limited to the selection of staff authorized to carry a firearm; training of armed staff to include safe gun handling; the use, transportation and storage of firearms; and the off duty carrying of firearms.
- b. **Range Master Qualification.** The criteria for the selection and ongoing training for COUNTY Probation Department rangemasters and/or firearms instructors.
- c. **Restriction on Carrying Firearms.** COUNTY Probation Department restrictions associated with leaves of absence, physical or psychological impairments, and the use of alcohol, drugs and medications.
- d. **Use of Force.** Review COUNTY's Use of Force Continuum to include, but not limited to training, equipment, policy and procedures, operation, and technical assistance as mutually agreed by COUNTY's Chief Probation Officer and CONTRACTOR. Meet and work with COUNTY Probation Department's Use of Force Strategic Plan Committee
- e. **Critical Incident Response.** COUNTY's response to lethal use of force incidents involving a firearm, including active leadership, assignment of tasks, public safety statements and risk management. Provide a response model for those incidents identifying what supervisors and managers should do under those circumstances.
- f. **Equipment.** Identify the degree to which current types of less lethal equipment is available to field Deputy Probation Officers, review inventory processes as well as compliance with Department of Justice regulations for entering and destroying firearms. CONTRACTOR to provide consultation on the need to replace equipment in certain intervals.
- g. **Incident and Report Writing.** Review incident and report writing including policy and procedure, training, forms, and electronic documents to ensure that

incident and report writing meets or exceeds legal requirements as determined by the Chief Probation Officer.

- h. Training Services.** Provide training to Management and supervisory level staff, as determined by the Chief Probation Officer, in the areas of risk management; operational governance; use of force; tactics; operations; documentation; major crimes review; critical incident debrief and command structure, roles, and responsibilities; accountability; and leadership as specifically relates to a law enforcement agency.
- i. Review of Public Complaints.** Review COUNTY policies and practices; perform case review of completed cases to assess the degree to which current policy and practice comply with industry standards; review neighboring counties - Sonoma, Lake, Colusa, Yolo, Solano, Contra Costa and Marin—and if posted, obtain a copy of their complaint policy. CONTRACTOR shall prepare a report identifying the best approaches from those policies; prepare a list of recommendation and draft COUNTY policy with technical assistance to a revised complaint policy.
- j. SB 16 Process Assistance.** Effective January 1, 2023, SB 16 expanded public access to law enforcement personnel records and modifies the existing provision regarding the release of records subject to disclosure. CONTRACTOR to assist with developing processes for sworn personnel records that are subject to disclosure under the Public Records Act.
- k. Reports and Oral Briefings.** Preparation of reports and oral briefings with the Chief Probation Officer and County Counsel related to the Scope of Work.
- l.** In the event the work product volume exceeds the parameters of the allotted project hours, sampling modifications, or other agreed-upon methodologies shall be employed and approved by CONTRACTOR and COUNTY.

II. DELIVERABLES

- a. Draft Reports and Final Report of Findings to County and County Counsel.**

As this project is at the request of County Counsel, COUNTY will send one (1) copy of each draft report received by CONTRACTOR, as well as the final report, of items listed in section I, subsections “a-k” of this exhibit, to the Office of County Counsel as soon as possible upon receipt.
- b. Oral Briefings and Review of Findings.**
 - 1. County Counsel may participate in any oral briefings between COUNTY and CONTRACTOR at County Counsel’s discretion.
 - 2. COUNTY shall consult with County Counsel following briefings with CONTRACTOR.
 - 3. Any and all final reports will not be deemed accepted until reviewed and approved by both the COUNTY and the County Counsel.

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 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

Description	Fee
Hourly Rate	\$240.00
Travel Expenses (i.e. lodging, airfare, car rental, and meals)	Reimbursed at the U.S. General Services Administration (GSA) Per Diem Rates

EXHIBIT "C"**SAMPLE
INVOICE****[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

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	Engineer	1.5	\$165.00	247.50
1/1/15	St, Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3 rd Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 nd Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 nd	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0737

TO: Board of Supervisors
FROM: Amanda Gibbs, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Staff Services Manager
SUBJECT: Agreement with Davin's Interpreting Services, Inc., Amendment No. 2

RECOMMENDATION

Chief Probation Officer requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 180047B with Davin's Interpreting Services, Inc. for a maximum of \$10,000 for the term July 1, 2023 through June 30, 2024 with a provision for two (2) automatic fiscal year renewals at the County's option, for American Sign Language interpretation and translation services for hearing impaired clients of the Probation Department.

EXECUTIVE SUMMARY

Davin's Interpreting Services currently provides American Sign Language (ASL) interpreting and translation services to hearing impaired clients of the Probation Department.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 1420000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	The Agreement terminates June 30, 2024. It contains a provision for an automatic annual renewal, which allows the County the option to continue these services for two (2) additional subsequent fiscal years. Funds shall be budgeted accordingly in future fiscal years.

Consequences if not approved: If this agreement is not approved, the Probation Department is unable to communicate effectively with its clients that are deaf or hearing impaired, and would be in violation of the Americans with Disability Act (ADA). Non compliance with ADA can result in potential litigation and fines.

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

This Amendment extends the term of the agreement. The Probation Department works with clients that are deaf or hearing impaired. To comply with the Americans with Disabilities Act of 1990 (ADA), Title II - Public Entities, the Department provides access to all programs and services offered. The ADA requires the use of "qualified interpreters." The implementing regulations define a qualified interpreter as one "who is able to interpret effectively, accurately, and impartially both receptively and expressively, using necessary specialized vocabulary." Davin's Interpreting Service employs Certified American Sign Language interpreters. The vendor provides on-site language interpreting, is responsible for maintaining current certifications of all interpreters and shall be available for court testimony regarding translation services, if requested.

The contractor is a local vendor and is currently providing services to clients of the Health and Human Services Agency.

**NAPA COUNTY AGREEMENT NO. 180047B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 180047B 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 DAVIN'S INTERPRETING SERVICE INC. whose mailing address is 1997 Molina Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on July 1, 2017 , COUNTY and CONTRACTOR entered into Napa County Agreement No 180047B (the "Agreement"), under which CONTRACTOR agreed to provide American Sign Language interpreting services for deaf or hearing impaired to Napa County Probation clients; and

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR amended the contract to extend the term of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to extend the term of the Agreement; and

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

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 180047B as follows:

1. Paragraph 1 is hereby amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2017, 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. This Amendment No. 2 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. 2 shall remain in full force and effect.
3. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B" shall mean Exhibit "B-2", attached to Amendment No. 2.

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement No. 180047B was executed by the parties hereto as of the date first above written.

AVIN'S INTERPRETING SERVICES, INC.

By 
FRANCIS DAVIN, CEO and 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>Douglas Parker (e-sign)</u> Deputy County Counsel Date: <u>May 23, 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 "B-2"

COMPENSATION REIMBURSEMENT

American Sign Language Interpreting Services

1. Labor Rates. As compensation for CONTRACTOR providing the interpretation or Court testimony services required under Exhibit A of this Agreement, COUNTY shall pay CONTRACTOR as follows for the full scheduled time including lunch and breaks, with the charges rounded to the nearest half hour, and a two-hour minimum for each appointment or group of appointments (if more than one appointment is scheduled consecutively for the same day):
 - A. Scheduled Appointments With 24 hours or More Notice (regular hours)
 - \$120.00 per hour per scheduled appointment
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - B. Scheduled Appointments With 24 hours or More Notice (after regular hours)
 - \$130.00 per hour per scheduled appointment
 - Monday through Friday, after 5:00 p.m.
 - C. Appearance for Court Testimony
 - \$265.00 per hour scheduled appointment with a two-hour minimum
 - COUNTY to provide at least seven (7) or more days advance notice
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - D. Interpreting Services for the Deaf and Blind With 24 hours or More Notice
 - \$150.00 per hour per scheduled appointment
 - Monday through Friday between 8:00 a.m. to 5:00 p.m.
 - E. Short-Notice and Emergency Appointments With less than 24 hours Notice
 - \$125.00 per hour per scheduled appointment
 - Monday through Friday, 8:00 a.m. to 5:00 p.m. (subject to availability), and for any emergency appointments (scheduled without notice) during evenings, weekends and holidays.

2. Conditions. Any request for services requiring 60 minutes or more of continuous interpreting will require two (2) interpreters. In addition, more than one (1) interpreter may be necessary for a given assignment depending on its nature. Utilizing more than one (1) interpreter enables more effective communication and reduces the risk of injury. The requestor from COUNTY will be informed if more than one (1) interpreter is required.

In the event the length or circumstances differ from the original request, the CONTRACTOR reserves the right to end the assignment. Additional charges will be assessed if the interpreter decides to stay.

3. Expenses. COUNTY shall reimburse CONTRACTOR for private vehicle use required in connection with provision of services under this Agreement at the current federal government rate for mileage, plus the actual cost of any parking fees. No travel time will be reimbursed.
4. Payment for Cancelled or Postponed Appointments. Cancellation or postponement of scheduled appointments by COUNTY (acting through its Probation staff) upon less than a 24-hour notice shall be billed by CONTRACTOR and paid by COUNTY at 100% of the regular fee for the type of appointment, as described in Paragraph 1 above. Such cancellations or postponements shall be made by contacting a staff member in CONTRACTOR's office or sending an email to cancel an appointment. If COUNTY calls to cancel an appointment, CONTRACTOR shall confirm cancellation with an email to the COUNTY Probation staff requestor. Any such call made after 5:00 p.m. or on weekends or holidays shall be considered as a cancellation or postponement made as of 8:00 a.m. on the next business day.

Certified Deaf Interpreter (CDI) Services

1. Labor Rates. As compensation for CONTRACTOR providing CDI services required under Exhibit A of this Agreement, COUNTY shall pay CONTRACTOR as follows:
 - A. Scheduled Appointments With 24 Hours or More Notice
 - \$200.00 per hour up to two (2) hours. Each additional hour will be invoiced at \$125.00 per hour.
2. Expenses. COUNTY shall reimburse CONTRACTOR for private vehicle use required in connection with provision of services under this Agreement at the current federal government rate for mileage, plus the actual cost of any parking fees. No travel time will be reimbursed.
3. Payment for Cancelled or Postponed Appointments. Cancellation or postponement of scheduled appointments by COUNTY (acting through its Probation staff) upon less than a 24-hour notice shall be billed by CONTRACTOR and paid by COUNTY at 100% of

the regular fee, as described in Paragraph 1 above. Such cancellations or postponements shall be made by contacting a staff member in CONTRACTOR's office or sending an email to cancel an appointment. If COUNTY calls to cancel an appointment, CONTRACTOR shall confirm cancellation with an email to the COUNTY Probation staff requestor. Any such call made after 5:00 p.m. or on weekends or holidays shall be considered as a cancellation or postponement made as of 8:00 a.m. on the next business day.



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: 6/6/2023

File ID #: 23-0730

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Amanda Exum, Staff Services Analyst I
SUBJECT: Professional Services Agreement with KONE Inc. for Elevator Maintenance and Repair Services

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 230394B with KONE Inc., to provide professional elevator testing, maintenance, and repair services for an annual maximum of \$59,508 for routine services and \$25,000 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 \$63,024 for routine services and \$25,000 for non-routine services.

EXECUTIVE SUMMARY

Napa County Public Works released a Request for Proposal (RFP) seeking contract pricing from a licensed contractor to provide preventative testing, maintenance, and repair services for the County's elevators. As a result of the RFP process, KONE Inc. has been selected as the service provider. Approval of this agreement will allow the County to have routine, non-routine, and emergency elevator maintenance, testing, and repair services for elevators at various County locations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The expense included in the FY2023-24 recommended budget for Property Management (4300000).
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification:	To ensure the safe and consistent operation of elevators located at County facilities.
Is the general fund affected?	No

Future fiscal impact:	This agreement will continue to be budgeted in the Property Management budget.
Consequences if not approved:	If not approved, County facilities will not have a preventative maintenance contract potentially placing the County out of compliance with state regulations regarding testing and maintenance.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Professional elevator services have been provided to the County by KONE Inc. since 2013. The current contract is set to expire on June 30, 2023. As part of a competitive procurement process for professional elevator services in accordance with County purchasing policy, County staff issued an RFP on February 2, 2023. Four companies submitted proposals which were scored according to predetermined weighted criteria: company history, experience, qualifications, approach to scope of work, and pricing.

KONE Inc. distinguished themselves as the most qualified company and was selected by the panel to provide Napa County with elevator maintenance, testing, and repair services. Today's action will approve a professional services agreement with KONE Inc. effective July 1, 2023, with a maximum compensation amount of \$84,508 per fiscal year in years 1-3, with the option for automatic renewal for years 4-5 with a maximum compensation amount of \$88,024 per fiscal year.

NAPA COUNTY AGREEMENT NO. 230394B

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 KONE INC., a Delaware corporation, licensed to conduct business in California, whose business address is One KONE Court, Moline, IL 61265, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide maintenance, testing, and repairs for the elevators located in County owned and operated buildings; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2023, and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement 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, in addition to the RFP and CONTRACTOR’s proposal, incorporated by reference herein.

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIFTY-NINE THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$59,508) for routine professional services per fiscal year and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for non-routine services in years 1-3 and a total of SIXTY-THREE THOUSAND TWENTY-FOUR DOLLARS (\$63,024) for routine professional services per fiscal year and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for non-routine services in years 4-5; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

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

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

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

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

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Public Works Administrative Manager upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings 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

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

CONTRACTOR

KONE Inc.
One KONE Court
Moline, IL 61265

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 Public Works. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

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

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

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

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

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or

its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

16. No Assignments or Subcontracts.

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

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

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

18. Interpretation; Venue.

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the

basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages.

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

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and

available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

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

(4) **Apprentices.** CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

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

21. **Access to Records/Retention.** 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.

KONE Inc.

By 
JEFF BLUM, Senior Vice President

By 
Meggan Zobrist, Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <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: _____ 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

CONTRACTOR shall provide COUNTY with **monthly** routine testing and maintenance/repair services for all County facilities elevators as listed below. This will include testing of all controls for proper operation, system testing, written reporting, and all prescribed maintenance. The CONTRACTOR must comply with all local and State laws, rules, and regulations specifically including those related to elevator maintenance.

Quantity	Manufacturer	Type	Building	Capacity	State No.
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104869
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057
1	U.S. Elevators	Passenger	2000 Airport Boulevard	2500 Lbs.	092083

Routine Maintenance Services:

CONTRACTOR will regularly and systematically examine, adjust, lubricate, and if conditions warrant, repair, or replace the:

- Machine: Including worm, gear thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings, and components.
- Pump Unit: Including pump, V-belts, strainers, silencers, springs, and gaskets.
- Motor: Including motor windings, bearings, rotating element, commutators, brushes, and brush holders.
- Motor Generator: Including windings, bearings, rotating element, commutators, brushes, and brush holders.
- Jack Unit: Including plunger, guide bearing, packing, and packing gland.
- Controller: Including relays, resistors, contacts, coils, leads, fuses, transformers, timing devices, and solid state components.
- Selector: including electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers, and solid state components.
- Governor: Including sheave bearings, shafts, contacts, and jaws.
- Car: Including power door operator, door protective devices, car door hangers, car door contact, load weighing equipment, car safety devices, and car guide shoes.
- Hoistway: Including deflector sheave, secondary sheaves, buffers, governor tension assemblies, guide rails, limit switches, compensating sheave assemblies, compensating chain of cables, traveling cables, hoistway and machine room wiring, hoistway door interlocks, hoistway door hangers and gibs, and auxiliary closer.
- Firefighters' Operation.
- Accessory Equipment: Including all accessory elevator equipment installed prior to commencement of this contract.
- Fixtures: Car and hall button stations, master indicator control panels, all signal fixtures including contacts, buttons, key switches, and locks. Lamps and sockets will be replaced during regular examinations only or will otherwise be subject to separate billing.
- Furnish Lubricants: Compounded to specifications and selected to give the best performance.
- Furnish and Maintain: Hydraulic fluid at proper operating level.
- Wire ropes: Will be renewed as often as necessary to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- Battery Lowering Devices: Shall be tested at **quarterly** intervals, batteries, shall be replaced as necessary.

Hours and Frequency of Service:

All routine work will be performed between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid International Union of Elevator Contractors (IEUC), and excluding COUNTY holidays.

If any elevator equipment malfunction occurs after a related maintenance or repair service, CONTRACTOR shall provide call back service during regular working hours of regular working days at **no additional** charge.

If COUNTY authorized call back services are required after a related maintenance or repair service, outside regular routine hours (7:00 a.m. and 4:00 p.m. Monday through Friday, excluding paid IEUC holidays, and excluding County holidays), the CONTRACTOR will absorb the worked hours at regular hourly rates and will be reimbursed by the COUNTY for the difference between the regular hourly rate and the overtime or double time hourly rate as shown in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

Non-Routine and Emergency Services:

CONTRACTOR shall provide the COUNTY with authorized non-routine maintenance, authorized repair services and authorized emergency service for all elevators as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit B, plus parts.

Emergency call back services shall be provided within four (4) hours of request.

Minimum Certifications and Licensing:

In accordance with the California Labor Code, only a Certified Competent Conveyance Mechanic working for a Certified Qualified Conveyance Company is authorized to perform any maintenance, repairs, alterations, or replacements on any conveyance.

A California C11-Elevator Contractor License is required.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.

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

EXHIBIT “B”**COMPENSATION**

CONTRACTOR shall provide **monthly** maintenance services to the elevator equipment described herein in the following COUNTY’S buildings at the following rates:

ROUTINE MAINTENANCE RATES**YEARS 1-3 JULY 1, 2023-JUNE 30, 2026**

Qty	Manufacturer	Type	Building	Capacity	State No.	Monthly Rate
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030	\$219.00
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315	\$219.00
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817	\$219.00
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339	\$438.00
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858	\$219.00
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223	\$219.00
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841	\$219.00
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842	\$219.00
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843	\$26.00
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224	\$219.00
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372	\$746.00
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685	\$26.00
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389	\$438.00
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156	\$219.00
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582	\$219.00
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive , Bldg A	3500 Lbs.	104869	\$219.00
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980	\$219.00
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057	\$438.00
1	U.S. Elevators	Passenger	2000 Airport Boulevard	2500 Lbs.	092083	\$219.00

Total Monthly Cost of Routine Services**\$4,959.00**

ROUTINE MAINTENANCE RATES**YEARS 4-5 JULY 1, 2026-JUNE 30, 2028**

Qty	Manufacturer	Type	Building	Capacity	State No.	Monthly Rate
1	Otis	Hydro-Pass	212 Walnut Street	2500 Lbs.	139030	\$232.00
1	Diablo	Hydro-Pass	650 Imperial Way	2500 Lbs.	71315	\$232.00
1	Cal-West	Hydro-Pass	580 Coombs Street	2000 Lbs.	57817	\$232.00
2	ESCO	Hydro-Pass	1127 First Street	2100/2500 Lbs.	102338/102339	\$464.00
1	Atlas	Hydro-Pass	1127 First Street	3500 Lbs.	55858	\$232.00
1	Cal-West	Hydro-Pass	1125 Third Street	3000 Lbs.	60223	\$232.00
1	Reliable/MCE	Hydro-Pass	1125 Third Street	2500 Lbs.	91841	\$232.00
1	Reliable/MCE	Hydro-Freight	1125 Third Street	4000 Lbs.	91842	\$232.00
1	Matot	Dumbwaiter	1125 Third Street	200 Lbs.	91843	\$27.00
1	Cal-West/MCE	Hydro-Pass	1125 Third Street	2000 Lbs.	60224	\$232.00
2	Dover	Traction	1195 Third Street	3000 Lbs.	67371/67372	\$790.00
1	Matot	Dumbwaiter	1195 Third Street	500 Lbs.	077685	\$27.00
2	National	Hydro-Pass	1100 Fifth Street	3500 Lbs.	148388/148389	\$464.00
1	Dover	Hydro-Pass	2721 Napa Valley Corporate Drive	4500 Lbs.	114156	\$232.00
1	Dover	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg B	3500 Lbs.	122582	\$232.00
1	US	Hydro-Pass	2751 Napa Valley Corporate Drive , Bldg A	3500 Lbs.	104869	\$232.00
1	Thyssen	Hydro-Pass	2751 Napa Valley Corporate Drive, Bldg A	3500 Lbs.	104980	\$232.00
2	National	Hydro-Pass	1535 Airport Boulevard	2500 Lbs.	139056/139057	\$464.00
1	U.S. Elevators	Passenger	2000 Airport Boulevard	2500 Lbs.	092083	\$232.00

Total Monthly Cost of Routine Services**\$5,252.00**

Non-Routine Services: CONTRACTOR shall provide COUNTY with authorized non-routine maintenance, authorized repair services, and authorized emergency service/repairs for all elevators as requested by the COUNTY'S Director of Public Works or designee at the following rates, plus parts:

EMERGENCY AND NON-ROUTINE RATES YEARS 1-3 JULY 1, 2023-JUNE 30, 2026

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$277.92	\$472.47	\$555.85
Helper	\$231.92	\$394.26	\$463.84
Adjustor	\$305.16	\$518.77	\$610.31

EMERGENCY AND NON-ROUTINE RATES YEARS 4-5 JULY 1, 2026-JUNE 30, 2028

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$291.82	\$496.51	\$583.64
Helper	\$243.52	\$413.97	\$487.03
Adjustor	\$320.42	\$544.71	\$640.83

1. Regular Hours: Monday to Friday (excluding paid IUEC holidays) 7:00 a.m. to 4:00 p.m.
2. Overtime Hours: Monday to Friday outside normal working hours (as listed in point 1) and Saturday.
3. Double Time Hours: Sundays and paid IUEC holidays.

Payment of California Prevailing Wage is required.

California Department of Industrial Relations (DIR) registration number: 1000003806

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 rd 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 rd Floor Conf w/Owner re 2 nd 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 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd 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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0786

TO: Board of Supervisors
FROM: Steve Lederer, Director of Public Works
REPORT BY: Juan Arias, Deputy Director of Public Works
SUBJECT: Adoption of SB-1 Project List - 2023

RECOMMENDATION

Director of Public Works requests adoption of a Resolution approving the Fiscal Year 2023-2024 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1).

EXECUTIVE SUMMARY

In order to be eligible for SB1 funding in FY 2023-24, counties must provide evidence of eligibility to the California Transportation Commission (CTC), on or before July 1, as well as an adopted resolution including a list of projects planned to be funded in FY 2023-24 with Road Maintenance and Rehabilitation Account (RMRA) funds. The required resolution and list of projects is attached.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Revenues will be received in Fund 2440, Org 1220052, non-operating special revenue fund for SB1. Funds are transferred to Roads Capital Improvement project budgets as needed.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This source of funding will assist the County in maintaining the County road system.
Is the general fund affected?	No
Future fiscal impact:	Revenue will continue to be received in Fund 2440, Org 1220052, non-operating special revenue fund for SB1.

Consequences if not approved: The County would not receive this source of funding
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 Â§15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

BACKGROUND AND DISCUSSION

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provided for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new SB 1 funding is being apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller, an eligible city or county shall submit to the California Transportation Commission (CTC) a resolution providing a list of projects proposed to be funded with SB 1 RMRA funds. The project list shall be adopted by resolution at a regularly scheduled Board meeting, with such meeting being the forum for any public input on the list.

The list of projects proposed to be funded with SB 1 RMRA funds shall include:

- A description of the project;
- The location of each proposed project;
- A proposed schedule for the projects completion; and
- The estimated useful life of the improvement.

The project list with the above information is included as part of the resolution recommended to be approved as part of this item. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with the Road Repair and Accountability Act of 2017 (Act). Just as with the Highway Users Trust Account (HUTA), funding is not guaranteed at a specific level, but is a function of actual revenues collected by the Act's various taxes.

The County received:

\$951,478 in Fiscal Year 2017-18,
 \$3,002,310 in Fiscal Year 2018-19,
 \$2,608,430.16 in Fiscal Year 2019-20,
 \$2,972,129 in Fiscal Year 2020-21,
 \$3,146,545 in Fiscal Year 2021-2022, and
 estimated \$3,183,326 in Fiscal Year 2022-23.

The State Controller's office projects the County of Napa will receive \$3,867,463 in Fiscal Year 2023-24.

The proposed projects, and some notes on each, are as follows:

Project Name	Project Description	Location of Project	Schedule for Completion	Estimate Useful Life of Improvement & Current PCI	Estimated Project Cost
Guardrail Repairs/Replacement	Repair and replace	Various locations (Attachment A)	2024	20+ years	\$500,000
Berryessa Estates Resurfacing	Road resurfacing	Various locations (Attachment B)	2024	20+ years	\$2,500,000
Chiles Pope Creek Bank Repairs	Bank repair and guardrail	Chiles Pope Valley Road	2024	20+ years	\$700,000
Annual Striping	Restripe County	Various locations	2024	Five years	\$250,000
HSIP 11	Guardrail Silverado improve	Silverado Trail	2024	20+ years	\$350,000

The Act also requires that we submit an annual report, by October 1 of each year, regarding projects that are completed using SB 1 funds. Upon receipt, SB 1 revenue is placed in a separate account. Money is moved from the designated account into eligible projects as it becomes available, and work will only occur when the project is funded. This process ensures that projects are not started until adequate funds (and cash flow) are available and appropriated to start (and ultimately finish) a phase of the project.

SB 1 has a Maintenance of Effort (MOE) requirement, meaning that the County must continue to spend General Fund money at a level consistent with our expenditures in Fiscal Years 2009-10, 2010-11, and 2011-12.

This is done to ensure that the County is not using SB 1 funds to supplant existing investments in roads. The County's calculated MOE is \$1,145,060. This amount is lower than our estimated MOE requirement under Measure T and is well below the Board's current General Fund contribution of \$3,733,860 to roads.

Projects chosen and included in the attached Resolution were based on the ability to start this calendar year or next, and intentionally avoided complicated permitting and FEMA related projects. Our pavement management system was used to identify those projects that were highest priority and provided the best value for the dollars to be spent. These projects are only a small subset of the various roads projects the County is undertaking in the coming year. Those other projects are funded by a variety of other funding sources, such as Measure T, PG&E settlement funds, the General Fund, FHWA, and FEMA funding.

RESOLUTION NO. 2023-_____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1, the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) (“SB 1”), was adopted to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Napa County (“County”) must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, County, will receive an estimated \$3,867,463 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year the County will receive SB 1 funding and these funds will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the County has undergone a public process to ensure public input into our community’s transportation priorities for the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment found that the County’s streets and roads are in a “Poor” condition and this revenue will help us increase the overall quality of our road system and over the next decades will bring our streets and roads into a “Good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety; investing in complete streets infrastructure; and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Napa County Board of Supervisors as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2023-24 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are as shown in Exhibit A.

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 sixth day of June, 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

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>May 16, 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

SB 1 Project List

Project Name	Project Description	Location of Project	Schedule for Completion	Estimate Useful Life of Improvement & Current PCI	Estimated Project Cost
Capital Improvement Projects (CIP)					
Guardrail Repairs/ Replacement	Repair and replace guardrail	Various locations (Attachment A)	2024	20+ years	\$500,000
Berryessa Estates Resurfacing	Road resurfacing	Various locations (Attachment B)	2024	20+ years	\$2,500,000
Chiles Pope Creek Bank Repair	Bank repair and guardrails	Chiles Pope Valley Road	2024	20+ years	\$700,000
Annual Striping	Restripe various County roads	Various locations	2024	Five years	\$250,000
HSIP 11	Guardrails and Silverado Trail improvements	Silverado Trail	2024	20+ years	\$350,000

Attachment A

<u>Road</u>	<u>MPM</u>	<u>Location</u>
Silverado Trail	MPM 9.48	Glass Mountain Road
4143 Dry Creek Rd	MPM 2.5	0.4 miles north of Orchard Ave.
6556 Dry Creek Rd	MPM 11.1	0.5 miles east of Wall Road

Attachment B

Berryessa Estates Resurfacing:

- Bridle Street
- Colt Court
- Deputy Drive
- Harness Drive
- Harness Court
- Lariat Street
- Mustang Court
- Pony Court
- Sage Court
- Spur Court
- Spur Street
- Stage Coach Canyon Rd
- Stallion Court
- Wagon Wheel Court
- Wagon Wheel Drive



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: 6/6/2023

File ID #: 23-0810

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: James Reese, Associate Engineer
SUBJECT: Approval of Amendments to Three Purchase and Sale Agreements in support of the Construction of "Chiles Pope Bridge Replacement Project", RDS 15-23

RECOMMENDATION

Director of Public Works requests approval for the following amendments to purchase and sale agreements, necessary for the "Chiles Pope Bridge Replacement Project", RDS 15-23:

1. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230291B with Carter Randall Callahan and Lisa Michelle Cannon, as co-trustees of the Carter Callahan Living Trust, for the benefit of Carter R. Callahan, and others, (Assessor's Parcel Number 025-440-002);
2. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230292B with Raja Financial Corp., (Assessor's Parcel Number 025-440-047); and
3. Approval and authorization for the Chair to sign Amendment 1 to Purchase and Sale Agreement No. 230293B with Julia Williams Hinshaw, (Assessor's Parcel Number 025-440-003).

EXECUTIVE SUMMARY

The Chiles-Pope Valley Road Bridge (No. 21C0075) over Chiles Creek is located 2.1 miles north of the intersection with Highway 128 and Chiles-Pope Valley Road. This project will replace the existing structurally deficient and scour critical bridge. In order to construct the project, easements were required from the adjacent private property owners. However, after requesting right of way certification from Caltrans, they required that Title VI language be added to the purchase sale agreements with an amendment before approving the right of way certification. This amendment will lead to certification needed to allow the county to obtain construction funding.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2040, Org 2040500 and Project 14010. In Fiscal Year 2016-17, the Board budgeted \$892,024 from the Roads Fund to cash flow the consultant and County staff expenses during design/engineering. On March 22, 2022, the Board approved a budget transfer to allow the County to use the Accumulated Capital Outlay Fund (ACO) to cash flow the design and engineering. As always, we will work to maximize our reimbursement from Caltrans. All reimbursements will be returned to the source of the original funds (Roads or ACO) for use on future projects.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The amendments are needed for right of way certification.
Is the general fund affected?	No
Future fiscal impact:	If this project is not allowed to move forward Napa County may be required to return all funds that have previously been reimbursed by Caltrans. If the project moves forward, the project will proceed at an 88.53% federal reimbursement.
Consequences if not approved:	The project will not proceed to the construction phase and further damage at the foundations of the bridge could occur in later years, thus putting the safety of travelers on the bridge at risk.
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. On December 14, 2021, the Board adopted a Mitigated Negative Declaration for the Project.

BACKGROUND AND DISCUSSION

The Napa County Public Works Department is responsible for maintaining 78 bridges that are included in the National Bridge Inventory. The Federal Highway Administration (FHWA) provides Highway Bridge Program (HBP) funding to replace bridges when needed and the State of California Department of Transportation (Caltrans) administers the HBP in California.

On August 20, 2012, Caltrans issued a letter requesting that local agencies review their public highway bridges for potential replacement, rehabilitation, or preventive maintenance and to take necessary actions to address any public safety issues and to extend the life of our bridge inventory. County staff evaluated fourteen (14) bridges and prioritized eight (8) bridges for the first phase of the HBP. Caltrans and the FHWA programmed HBP funding to replace seven bridges, including the Chiles Pope Valley Road Bridge over Chiles Creek (21C-0075).

The County built the Chiles Pope Valley Road Bridge in 1907 and widened it in 1950. The Bridge is approximately 2.1 miles north of Highway 128 and Caltrans identified the bridge as Structurally Deficient and Scour Critical. The Sufficiency Rating (SR) rating of 53.9 (on a scale of 100). Caltrans designated Chiles Pope

Road Bridge Replacement as eligible for 88.53% HBP funding. The purpose of the project is to provide a safe, functional, and reliable crossing over Chiles Creek on Chiles - Pope Valley Road.

On December 22, 2021, Caltrans authorized the County to proceed with the right-of-way (ROW) acquisition phase of the project. During the project design, the consultant determined that temporary construction easements (TCE) on private property are required to construct the road and bridge.

On January 24, 2023, the Board approved purchase and sale agreements to acquire right-of-way. After submitting for right of way, certification Caltrans commented that the purchase and sale agreements lacked required Title VI language and requested that the County add the text via an amendment. The project duration term was also modified for consistence with the easement deeds and appraisals.

Our goal is to obtain permits and construction authorization to begin construction in the spring of 2024, so long as HBP construction funds are available. Even though Caltrans will reimburse 88.52% of the entire project expenses, Caltrans could determine that some expenses are not eligible for federal funding. Roads and ACO funds are being used to cash flow the project, and County staff submit invoices to Caltrans at least every six months. After Caltrans sends payments, the Roads and ACO funds will be reimbursed.

It is recommended that the Board approve the amendments to the Purchase and Sales Agreements to request construction funding.

Grantor: Carter Randall Callahan and Lisa Michelle Cannon, as Co-Trustees of the Carter Callahan Living Trust
dated January 17, 2019, for the benefit of Carter R. Callahan, and others.
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-002

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230291B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230291B is made and entered into as of this _____ day of _____, 2023, by and between **CARTER RANDALL CALLAHAN AND LISA MICHELLE CANNON, AS CO-TRUSTEES OF THE CARTER CALLAHAN LIVING TRUST DATED JANUARY 17, 2019, for the benefit of CARTER R. CALLAHAN, and others** (hereinafter referred to as “GRANTOR”) and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as “GRANTEE”). The GRANTOR and GRANTEE may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **230291B** with GRANTEE on January 17, 2023 (the “Agreement”), in order for the GRANTEE to purchase a Temporary Construction Easement from the GRANTOR for the Chiles Pope Valley Road Bridge over Chiles Creek Replacement Project, RDS 15-23; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR has been paid in full by GRANTEE for the Temporary Construction Easement (TCE) granted to GRANTEE; and

WHEREAS, after entering into the Agreement, the parties discovered that the TCE use period identified in Paragraph 4 of the Agreement was incorrect. The correct TCE use period, consistent with the Grant of Temporary Construction Easement that was recorded by GRANTEE as part of this transaction, is 60 months; and

WHEREAS, after entering into the Agreement, the parties recognized that Caltrans-mandated language regarding the parties’ commitment to compliance with the provisions of Title VI of The Civil Rights Act of 1964 was inadvertently omitted from the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to correct the TCE duration period and introduce the inadvertently omitted Civil Rights Act commitments;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

Grantor: Carter Randall Callahan and Lisa Michelle Cannon, as Co-Trustees of the Carter Callahan Living Trust
dated January 17, 2019, for the benefit of Carter R. Callahan, and others.
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-002

1. Paragraph 4 of the Agreement is amended in its entirety to read in full as follows:

Temporary Construction Easement.

As noted in Paragraph 3 above, GRANTOR hereby grants to GRANTEE a TCE for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of sixty (60) consecutive months.

- a) In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.
- b) The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

2. Paragraph 26 is added to the Agreement as follows:

Title VI of the Civil Rights Act of 1964.

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

3. Except as provided in Paragraphs (1) and (2) above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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Grantor: Carter Randall Callahan and Lisa Michelle Cannon, as Co-Trustees of the Carter Callahan Living Trust
dated January 17, 2019, for the benefit of Carter R. Callahan, and others.
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-002

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

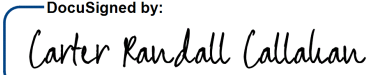
GRANTEE:

NAPA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

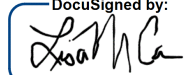
By: _____
Belia Ramos, Chair of the Board of
Supervisors

GRANTOR:

CARTER RANDALL CALLAHAN AND
LISA MICHELLE CANNON, AS CO-
TRUSTEES OF THE CARTER
CALLAHAN LIVING TRUST DATED
JANUARY 17, 2019, for the benefit of
CARTER R. CALLAHAN, and others.

By: 
Carter Randall Callahan, Trustee

Date: 5/4/2023

By: 
Lisa Michelle Cannon, Trustee

Date: 5/4/2023

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan Fitzgerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 3, 2023</u></p> <p>PL No.: <u>90593</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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Grantor: Raja Financial Corp., a California Corporation
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-047

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230292B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230292B is made and entered into as of this _____ day of _____, 2023, by and between **RAJA FINANCIAL CORP., A CALIFORNIA CORPORATION** (hereinafter referred to as “GRANTOR”) and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as “GRANTEE”). The GRANTOR and GRANTEE may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **230292B** with GRANTEE on January 17, 2023 (the “Agreement”), in order for the GRANTEE to purchase a Temporary Construction Easement from the GRANTOR for the Chiles Pope Valley Road Bridge over Chiles Creek Replacement Project, RDS 15-23; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR has been paid in full by GRANTEE for the Temporary Construction Easement (TCE) granted to GRANTEE; and

WHEREAS, after entering into the Agreement, the parties discovered that the TCE use period identified in Paragraph 4 of the Agreement was incorrect. The correct TCE use period, consistent with the Grant of Temporary Construction Easement that was recorded by GRANTEE as part of this transaction, is 60 months; and

WHEREAS, after entering into the Agreement, the parties recognized that Caltrans-mandated language regarding the parties’ commitment to compliance with the provisions of Title VI of The Civil Rights Act of 1964 was inadvertently omitted from the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to correct the TCE duration and introduce the inadvertently omitted Civil Rights Act commitments;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

1. Paragraph 4 of the Agreement is amended in its entirety to read in full as follows:

Temporary Construction Easement.

As noted in Paragraph 3 above, GRANTOR hereby grants to GRANTEE a TCE for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of sixty (60) consecutive months.

- a) In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.
 - b) The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.
2. Paragraph 28 is added to the Agreement as follows:

Title VI of the Civil Rights Act of 1964.

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

3. Except as provided in Paragraphs (1) and (2) above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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Grantor: Raja Financial Corp., a California Corporation
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-047

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

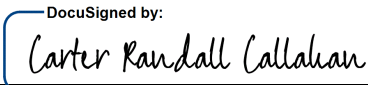
GRANTEE:

NAPA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

GRANTOR:

RAJA FINANCIAL CORP., A
CALIFORNIA CORPORATION

By: _____
Belia Ramos, Chair of the Board of
Supervisors

DocuSigned by:

E638E678A5844B0...
By: _____
Carter Randall Callahan,
President

Date: 5/5/2023

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 3, 2023</u></p> <p>PL No.: <u>90591</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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Grantor: Julia Williams Hinshaw
 Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-003

AMENDMENT NO. 1
OF
NAPA COUNTY AGREEMENT NO. 230293B
PURCHASE AND SALE AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230293B is made and entered into as of this _____ day of _____, 2023, by and between **JULIA WILLIAMS HINSHAW, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY** (hereinafter referred to as “GRANTOR”) and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as “GRANTEE”). The GRANTOR and GRANTEE may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, GRANTOR entered into Napa County Agreement No. **230293B** with GRANTEE on January 17, 2023 (the “Agreement”), in order for the GRANTEE to purchase a non-exclusive permanent Maintenance Easement and a Temporary Construction Easement from the GRANTOR for the Chiles Pope Valley Road Bridge over Chiles Creek Replacement Project, RDS 15-23; and

WHEREAS, in accordance with the provisions set forth in the Agreement, the GRANTOR has been paid in full by GRANTEE for the Maintenance Easement and Temporary Construction Easement (TCE) granted to GRANTEE; and

WHEREAS, after entering into the Agreement, GRANTEE elected to pay GRANTOR directly, and GRANTOR accepted payment from GRANTEE, for the Maintenance Easement and TCE instead of using the title company described in Paragraph 2.A of the Agreement; and

WHEREAS, after entering into the Agreement, the parties discovered that the TCE use period identified in Paragraph 4 of the Agreement was incorrect. The correct TCE use period, consistent with the Grant of Temporary Construction Easement that was recorded by GRANTEE as part of this transaction, is 60 months; and

WHEREAS, after entering into the Agreement, the parties recognized that Caltrans-mandated language regarding the parties’ commitment to compliance with the provisions of Title VI of The Civil Rights Act of 1964 was inadvertently omitted from the Agreement; and

WHEREAS, the parties now desire to amend the Agreement to revise the payment process by GRANTEE to GRANTOR, correct the TCE duration, and introduce the inadvertently omitted Civil Rights Act commitments;

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

1. All references to "Paragraph 2 (A)" are amended to read "Paragraph 2". Paragraph 2 is amended in its entirety to read in full as follows:

GRANTEE shall: Pay GRANTOR the sum of **Five Hundred and No/100 Dollars (\$500.00)** for the Property, as improved and identified in GRANTEE's Valuation Summary Statement delivered separately with this Agreement and in Exhibits "A," "A-1," "B," and "B-1."

2. Paragraph 4 is amended in its entirety to read in full as follows:

Temporary Construction Easement.

As noted in Paragraph 3(b) above, GRANTOR hereby grants to GRANTEE a TCE for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of sixty (60) consecutive months.

- a) In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.
 - b) The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.
3. Paragraph 27 is added to the Agreement as follows:

Title VI of the Civil Rights Act of 1964.

The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

4. Except as provided in Paragraphs (1), (2), and (3) above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

//

Grantor: Julia Williams Hinshaw
Project Name: Chiles Pope Valley Bridge Replacement

APN: 025-440-003

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

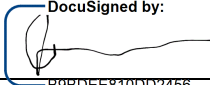
GRANTEE:

NAPA COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA

GRANTOR:

JULIA WILLIAMS HINSHAW, A
MARRIED WOMAN, AS HER SOLE AND
SEPARATE PROPERTY

By: _____
Belia Ramos, Chair of the Board of
Supervisors

DocuSigned by:

B9BDEE810DD2456...
By: _____
Julia Williams Hinshaw
Date: 5/15/2023

<div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</div> <div>Date: <u>May 3, 2023</u></div> <div>PL No.: <u>90573</u></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>	<div>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</div> <div>By: _____</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: 6/6/2023

File ID #: 23-0843

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Andrea Salter - Staff Services Analyst I
SUBJECT: Amendment No. 5 to Space License Agreement with Calistoga Art Center

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 5 to Space License Agreement No. 200398B with Calistoga Art Center to extend the term of the Agreement through June 30, 2024, with a monthly license fee of \$350 for use of the Cropp Building at the Napa County Fairgrounds as an Art Center.

EXECUTIVE SUMMARY

The Calistoga Art Center (Art Center) has been operating out of the Cropp Building at the Calistoga Fairgrounds since 2011. The Space License Agreement currently terminates on June 30, 2023. Approval of Amendment No. 5 will allow the Calistoga Art Center to continue to operate at the Calistoga Fairgrounds as an Art Center for one additional year, through June 30, 2024, with an unchanged monthly license fee of \$350 per month. The Agreement may be cancelled by either party by providing 30-days written notice.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue from the Art Center for use of the Cropp Building will be received in the budget for the Calistoga Fairgrounds (5070000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of Amendment No. 5 to the Agreement is needed to extend the period that the Calistoga Fairgrounds to provide service to the community of Calistoga and beyond.
Is the general fund affected?	No

Future fiscal impact:	Fairgrounds will receive a revenue stream of \$350 per month from July 1, 2023 through June 30, 2024.
Consequences if not approved:	The space license will terminate of June 30, 2023 and the Art Center will no longer be able to operate from the Calistoga Fairgrounds.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is not subject to the California Environmental Quality Act because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, pursuant to State CEQA Guidelines section 15060(c)(2).

BACKGROUND AND DISCUSSION

The Calistoga Art Center (Art Center) has been operating out of the Cropp Building at the Calistoga Fairgrounds since 2011. On April 9, 2020, Napa County entered into License Agreement No. 20-009 with the Art Center to utilize the Cropp Building as a community art center for the term January 1, 2020 through December 31, 2020.

On August 11, 2020, Napa County entered into Amended and Restated Space License Agreement No. 200398B (Agreement) to supersede License Agreement No. 20-009 to slightly revise terms and waive monthly facility rental fees for the period where the Art Center could not operate due to COVID-19. On December 8, 2020, Amendment No. 1 to the Agreement was executed to extend the term of the space license to June 30, 2021. On May 18, 2021, Amendment No. 2 to the agreement was amended to extend the term of the space license to June 30, 2022. For the period that the Calistoga Art Center had not been operating at pre-COVID-19 levels, rent was waived. On June 7, 2022, Amendment No. 3 to the Agreement was executed to extend the term of the Agreement for an additional 7 1/2 months, through February 15, 2023, and to reduce the rent from \$1,000 to \$350 per month to reflect reduced use of the facility. On January 10, 2023, Amendment No. 4 to the Agreement was executed to extend the term of the Agreement for an additional 4 1/2 months, through June 30, 2023, with a continued rental amount of \$350 per month.

The Calistoga Art Center continues to offer limited classes and plans on utilizing the Cropp Building in a limited capacity. Approval of Amendment No. 5 will extend the term of the Agreement for one year, through June 30, 2024, with a continued rental amount of \$350 per month. The Agreement continues to provide the County with flexibility related to use of the Calistoga Fairgrounds during emergency situations.

NAPA COUNTY AGREEMENT NO. 200398B

**AMENDMENT NO. 5
TO
AMENDED AND RESTATED
SPACE LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES**

THIS AMENDMENT NO. 5 (“Amendment No. 5”) TO THE AMENDED AND RESTATED SPACE LICENSE AGREEMENT (“Agreement” or “License Agreement”) is made and entered into as of this ____ of _____, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “Licensor”, and CALISTOGA ART CENTER, a California 501(c)(3) non-profit organization whose mailing address is P.O. Box 197, Calistoga, CA 94515, (hereinafter “Licensee”).

RECITALS

WHEREAS, on April 9, 2020, Licensor and Licensee entered into License Agreement 20-009 for use of certain real property located at 1435 North Oak Street, Calistoga, California upon which the Napa County Fairgrounds are located (the “Property”), a portion of which is used by Licensee as an Art Center; and

WHEREAS, on August 11, 2020, Licensor and Licensee replaced License Agreement 20-009 with Amended and Restated Space License Agreement No. 200398B to slightly revise terms and waive monthly facility rental fees for the period of time where the Art Center could not operate due to COVID-19; and

WHEREAS, on December 8, 2020, Licensor and Licensee entered into Amendment No. 1 to extend the term to June 30, 2021, with slightly revised terms; and

WHEREAS, on May 18, 2021, Licensor and Licensee entered into Amendment No. 2 to extend the term to June 30, 2022; and

WHEREAS, on June 7, 2022, Licensor and Licensee entered into Amendment No. 3 to extend the term to February 15, 2023, and adjust the monthly facility rental fee; and

WHEREAS, on January 10, 2023, Licensor and Licensee entered into Amendment No. 4 to extend the term to June 30, 2023, and adjust the monthly facility rental fee; and

WHEREAS, Licensee now desires to extend the term of this Agreement to June 30, 2024, at the same monthly rental rate, to continue to use the Property as an Art Center and Licensor is willing to extend the term for one year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensor and Licensee agree to amend the Agreement as follows:

TERMS

1. Paragraph 2 is amended to read in full as follows:

2. **TERM:** The term of this Agreement shall commence on January 1, 2020, and expire on June 30, 2024. Licensee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Agreement. Nothing contained herein shall be construed as consent by Licensor to any hold over by Licensee. Licensee's obligation to defend and indemnify Licensor shall survive the expiration or termination of this Agreement and continue so long as a viable claim exists.

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

3. **LICENSE FEE:**

a) Licensee hereby agrees to and shall pay Licensor, due on the first day of each month, the following rental fee amounts. Payments shall be made to: Napa County and submitted to: Department of Public Works (Attn: Real Estate), 1195 Third Street, Suite 101, Napa, California 94559.

January 1, 2020 – July 31, 2020

\$1,100.00 per month

August 1, 2020 – June 30, 2022

\$1,000.00 per month

July 1, 2022 – June 30, 2024

\$350.00 per month

b) Until June 30, 2022, no license fee is due for any period of time during the term of this Agreement when Licensee is unable to operate the Art Center due to COVID-19. Licensee shall notify Licensor when the Art Center is closed due to COVID-19 and shall be allowed up to 30 days to reopen after local and state health orders allow the Art Center to operate inside the building. The license fee shall be prorated for any partial month the Art Center is closed due to COVID-19. Such license fee reductions shall be negotiated and memorialized administratively by the parties without the need to amend this Agreement.

3. This Amendment No. 5 represents all the changes to the Agreement agreed to by Licensor and Licensee. 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. 5 shall remain in full force and effect.

4. This Amendment No. 5 may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

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

IN WITNESS WHEREOF, this Amendment No. 5 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Calistoga Art Center through its duly authorized officers.

CALISTOGA ART CENTER

By: 
MARCIA BEAUCHAMP, President

By: 
CATHY POPE, Secretary

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 8, 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: 6/6/2023

File ID #: 23-0856

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Andrea Salter, Staff Services Analyst
SUBJECT: Space License Agreement with Calistoga Vines Lessee, Inc. dba Four Seasons Resort and Residences Napa Valley

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 4 to Space License Agreement No. 210198B with Calistoga Vines Lessee, Inc., dba Four Seasons Resort and Residences Napa Valley (Four Seasons), to amend the agreement to extend the term at the same monthly rental rate for employee parking.

EXECUTIVE SUMMARY

Approval of Amendment No. 4 to Agreement No. 210198B will allow continued employee parking to support operation of the Four Seasons and avoid employee parking on public streets in the City of Calistoga to reduce parking impacts in the City's limits.

The term of the agreement will be extended through June 30, 2024, with a continued monthly rental fee of \$3,000 per month. The Agreement may be cancelled by either party with no less than 30 days written notice.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Revenue will be received by Calistoga Fairgrounds (5070000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Space is available at the Calistoga Fairgrounds for parking and approval of this amendment will provide needed space and reduce parking impacts the adjacent community.

Is the general fund affected?	No
Future fiscal impact:	Fairgrounds will receive a revenue stream of \$3,000 per month through June 30, 2024.
Consequences if not approved:	Employees of Four Seasons would need to find alternative parking, which is very limited in the vicinity, and would likely impact the community adjacent to Four Seasons.
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

On January 1, 2020, Napa County entered into Space License Agreement No. 20-008D with Silver Rose to use the Golf Course Parking Lot at the Calistoga Fairgrounds as a space for employee parking during construction of Four Seasons Resort and Residences Napa Valley. Agreement 20-008D was scheduled to end on December 31, 2020. On December 8, 2020, Agreement No. 20-008 was amended and reinstated to allow Silver Rose continued use of the Golf Course Parking Lot by extending the term to December 31, 2021. At this time, the Agreement was assigned a new number, No. 210198B.

On June 8, 2021, Amendment No. 1 to Agreement No. 210198B allowed Silver Rose to temporarily expand their use of space beyond the Golf Course Parking Lot and into the RV Parking area between June 7 and June 30, 2021, to provide for additional employee parking during construction of road improvements associated with construction of Four Seasons.

On December 14, 2021, Amendment No. 2 to Space License Agreement No. 210198B assigned all rights and obligations of the Agreement to Calistoga Vines Lessee, Inc. (new owner of Four Seasons), amended the agreement to allow employee parking to support operation of Four Seasons, extended the term of the space license on a month-to-month basis (not to exceed 12 months), and increased monthly compensation from \$1,500 to \$3,000.

On December 13, 2022, Amendment No. 3 to Agreement No. 210198B extended the term of the Agreement through June 30, 2023, with the consent of the City of Calistoga, which had entered into a Purchase and Sale Agreement with the County for the Property. The City of Calistoga has now terminated the purchase and sale agreement and their consent for leasing is no longer required.

Approval of Amendment No 4 to Amended and Restated Space License Agreement No. 210198B will extend the term of the agreement through June 30, 2024, at the same monthly rental rate.

NAPA COUNTY AGREEMENT NO. 210198B

AMENDMENT NO. 4

to

AMENDED AND RESTATED

SPACE LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES

THIS AMENDMENT NO. 4 (“Amendment No. 4”) TO THE AMENDED AND RESTATED SPACE LICENSE AGREEMENT (“Agreement”) is made and entered into as of this _____ of _____, 2023, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “Licensor” or “County”, and CALISTOGA VINES LESSEE, INC., a California Corporation, doing business as FOUR SEASONS RESORT AND RESIDENCES NAPA VALLEY, whose mailing address is 400 Silverado Trail, Calistoga, CA 94515, (hereinafter “Licensee”).

RECITALS

WHEREAS, Licensor and Silver Rose Property Owner, a Limited Partnership, doing business as Four Seasons Resort and Residences Napa Valley, entered into Space License Agreement No. 210198B on December 8, 2020, for short term use of the Golf Course Parking Lot at the Calistoga Fairgrounds (the “Property”) to allow employee parking during construction of the Four Seasons Resort and Residences located at 400 Silverado Trail; and

WHEREAS, Licensor and Silver Rose Property Owner entered into Amendment No. 1 to the Agreement on June 8, 2021, for temporary use of the RV Parking Lot as additional employee parking between June 7, 2021, and June 30, 2021, during construction of road improvements; and

WHEREAS, Licensor, Silver Rose Property Owner, and Licensee entered into Amendment No. 2 to the Agreement on December 14, 2021, to acknowledge the transfer of the Four Seasons Resort and Residences Napa Valley to Calistoga Vines Lessee, Inc., approve assignment of this Agreement to Licensee, extend the term of the Agreement through December 31, 2022, allow employee parking after construction of the resort, and increase the monthly compensation; and

WHEREAS, Licensor and Licensee entered into Amendment No. 3 on December 13, 2022, to extend the term of the Agreement through June 30, 2023, with the consent of the City of Calistoga which was pursuing the purchase of the Property at the time; and

WHEREAS, the City of Calistoga is no longer pursuing the purchase of the Property; and

WHEREAS, Licensee desires to extend the term of this Agreement to continue to use the Property for employee parking, and Licensor is willing to extend the term for one year;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby recognized, Licensors and Licensees agree to amend the Agreement as follows:

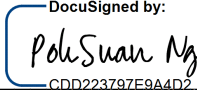
TERMS

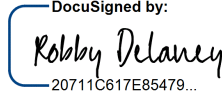
1. Paragraph 2 of the License Agreement is amended to read in full as follows:
 2. **TERM:** The term of this Agreement shall commence on December 8, 2020, and expire on June 30, 2024. Licensee has no right to retain possession of the Premises or any part thereof beyond the expiration term of this Agreement. Nothing contained herein shall be construed as consent by Licensors to any holder over by Licensee. Licensee's obligation to defend and indemnify Licensors shall survive the expiration or termination of this Agreement and continue so long as a viable claim exists.
2. This Amendment No. 4 represents all the changes to the Agreement agreed to by Licensors and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement, as previously amended, that are not addressed in this Amendment No. 4 shall remain in full force and effect.
3. This Amendment No. 4 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 as original for purposes of this Amendment No. 4 and shall have the same force and effect as a manually executed original.
4. This Amendment No. 4 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. 4 is executed by Napa County, acting by and through the Chair of the Board of Supervisor, and by Calistoga Vines Lessee, Inc., through its duly authorized officers.

CALISTOGA VINES LESSEE, INC.

By: 
DocuSigned by: CDD223797E9A4D2
 POH SUAN NG, Director of Finance, Authorized Signatory

By: 
DocuSigned by: 20711C617E85479...
 ROBERT DELANEY, General Manager, Authorized Signatory

NAPA COUNTY, a political subdivision of the State of California

By: _____
 BELIA RAMOS, Chair
 Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel Date: <u>April 26, 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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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: 6/6/2023

File ID #: 23-0898

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Amanda Exum - Staff Services Analyst I
SUBJECT: Amendment No. 3 to Professional Services Agreement 230037B with HCI Services, Inc.

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 230037B with HCI Services, Inc. to increase compensation for non-routine services by \$25,000 for a new maximum amount of \$120,000 in fiscal year 2022-23 and increase compensation for non-routine services by \$25,000 for a new maximum amount of \$50,000 in fiscal year 2023-24 to address critical maintenance and repairs of fire alarm systems at various County locations.

EXECUTIVE SUMMARY

Approval of Amendment No. 3 to Agreement No. 230037B will amend the compensation for non-routine services by \$25,000 in fiscal year 2022-23 and 2023-24. Compensation for non-routine services for fiscal years 3-5 will not increase.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Property Management (Fund 4300, Org 4300000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Maintenance, and repairs of fire alarm systems is required to ensure the safe and consistent operation of County-owned or operated facilities.
Is the general fund affected?	No
Future fiscal impact:	The amount will be budgeted accordingly in future fiscal years.

Consequences if not approved: There would not be the capability to address critical maintenance and repairs placing the County at risk of being out of compliance with the standards set forth by the National Fire Protection Association (NFPA 72).

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 June 21, 2022, as a result of a competitive request for proposals conducted in 2022, the Board of Supervisors authorized Agreement No. 230037B with HCI Services, Inc. to provide annual monitoring, testing, inspection, and maintenance of fire alarms located in County owned and operated buildings.

On November 8, 2022, the Board of Supervisors authorized Amendment No. 1 of this agreement to amend the scope of work to add monitoring services of the fire alarm system at the Center Point facility and to provide adequate compensation to replace a damaged and inoperable fire alarm panel located at the Napa County Airport.

On March 14, 2023, the Board of Supervisors authorized Amendment No. 2 of this agreement to amend the scope of work to add monitoring, testing, and inspection services of the fire alarm system at Carneros Fire Station 210 and to provide adequate compensation for non-routine services at various County locations.

For fiscal year 2022-23 an additional \$25,000 is needed for non-routine services to address current critical maintenance and repairs of fire alarm systems, primarily repairs that are required for occupancy of 2000 Airport Road located at the Napa County Airport. An additional \$25,000 is also needed in fiscal year 2023-24 for non-routine services to provide maintenance and repairs as they arise.

Approval of Amendment No. 3 will allow Property Management to address critical fire alarm maintenance and repairs in a timely manner. With approval of this amendment, maximum compensation for non-routine services will increase to \$120,000 in fiscal year 2022/23 and to \$50,000 in fiscal year 2023/24.

HCI Services, Inc. is not a local vendor.

**NAPA COUNTY AGREEMENT NO. 230037B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 230037B 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 HCI SERVICES, INC., a California corporation, whose business address is 1354 S. Parkside Place, Ontario, CA 91761, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230037B entered into as of June 21, 2022, (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide annual monitoring, testing, inspection and maintenance of fire alarms located in COUNTY owned or operated buildings; and

WHEREAS, on November 8, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services.

WHEREAS, on March 14, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase maximum compensation to accommodate the need for additional non-routine services.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Exhibit “B-2” of the Agreement is rescinded and replaced in full by the document entitled Exhibit “B-3”, incorporated herein, and all references in the Agreement to Exhibit “B”, “B-1”, and “B-2” shall mean Exhibit “B-3”.
2. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-3” attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

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

Fiscal Year	Routine	Non-Routine	Annual Total
FY22/23	\$49,220	\$120,000	\$169,220
FY23/24	\$49,220	\$50,000	\$99,220
FY24/25	\$49,220	\$25,000	\$74,220
FY25/26	\$49,220	\$25,000	\$74,220
FY26/27	\$49,220	\$25,000	\$74,220

3. **Counterparts.** 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.

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

5. Except as provided in paragraphs 1 through 4 above, the terms and provisions of the Agreement shall remain in full force and effect.

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

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

HCI SERVICES, INC.

By: Drew Turner
DREW TURNER, President

By: 
CARLA ROBLES, Controller

“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>May 8, 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 “B-3”**COMPENSATION**

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing / Inspection Cost
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes	\$360	\$2,560
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes	\$360	\$640
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes	\$360	\$640
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes	\$360	\$640
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes	\$360	\$640
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes	\$360	\$640
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes	\$360	\$320
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local		\$640
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes	\$360	\$640
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes	\$360	\$640
Center Point	2100 Napa-Vallejo Hwy (M1 & M2)	Notifier AFP200	161	13,599	Yes	\$360	\$2,560
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local		\$320
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2		\$320
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)	\$900	\$320
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2		\$320
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	50+/-	unknown	Yes	\$360	\$1,280
Careros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes	\$360	\$640
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes	\$360	\$1,280
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes	\$360	\$2,560

JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local		\$3,840
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes	\$360	\$3,840
New Jail	1125 Third St.	Notifier 1010	260	60,000	No - Monitored local		\$3,840
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	unknown	Yes	\$360	\$3,840
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes	\$360	\$3,840
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes	\$360	\$1,600
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes	\$360	\$1,280
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes	\$360	
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes	\$360	
Building A - ITS Cold Room	2751 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building B - ITS Cold Room	2752 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building 4 - ITS Cold Room	2753 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	

Sub Total Annual Cost
TOTAL ANNUAL COST

\$9,540	\$39,680
\$49,220	

DIR Number: PW-LR-1000401285

All Pricing in the above chart shall be on an annual basis

Non-Routine and Emergency Services: Contract may include up to \$120,000 for fiscal year 22/23, \$50,000 for fiscal year 23/24, and \$25,000 per fiscal year in years 3-5 for non-routine and emergency services at the hourly rate listed below, plus parts.

Hourly Rate for Maintenance and Service is \$180
Discount off List Price for Parts is 10%

Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage



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: 6/6/2023

File ID #: 23-0902

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: Napa County Airport Terminal Area Redevelopment Phase One Project - Approval of Plans and Specifications and Authorization for Public Bidding

RECOMMENDATION

Director of Public Works requests the approval of plans and specifications for the “Napa County Airport Terminal Area Redevelopment Phase One Project,” PW 23-29, 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

Design for the Terminal Area Redevelopment Phase One project is complete and the project is ready for the Board of Supervisors' (BOS) approval and authorization for the solicitation of bids. The project includes relocation of critical infrastructure such as the electrical vault building, backup generator, and the rotating beacon at the Napa County Airport, as well as relocation of a public sewer line. Implementation of the project is necessary to facilitate development of two Fixed Base Operators (FBO's) at the Airport. Staff recommends the Board approve the plans and specifications and authorize the advertisement of bids in order to move the project forward into the construction phase. The work will be phased in order to keep the Airport operational during construction and is expected to be complete in early 2024. Staff will return to the Board at a future date with a proposed construction contract and to request a budget transfer to fully fund the project based upon the lowest responsible bid.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Fund 5010, Org 5010500 - Project 23041 (Airport Terminal Area Redevelopment - Phase One). On April 4, 2023, the Board created the project and approved a budget transfer in the amount of \$1,268,780 to fund project planning, design, and partial construction. Additional funding will be requested after bids are opened and at the time of construction award.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Napa County Airport committed to remove existing buildings and relocate certain utilities, clearing the way for FBO development efforts. Completion of the project is required under the BOS executed contracts with both FBOs and is to be completed no later than April 13, 2024.
Is the general fund affected?	No
Future fiscal impact:	Design costs were incurred to the Airport Enterprise Fund in Fiscal Years 21-22 and 22-23. The construction costs are expected in Fiscal Year 23-24. A future budget transfer and possible loan from General Fund, to be repaid within three (3) years, will be requested at a future date to address the total cost of the project construction, project managements services, and administrative costs to be incurred.
Consequences if not approved:	The project will not go out for construction bids and there will be significant delays in moving critical infrastructure at the Airport, which will result in delays to FBO development activities as well as potential forfeiture of grant opportunities.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration Adopted September 22, 2020. According to the Mitigated Negative Declaration, the proposed project would not have any potentially significant environmental impacts with implementation of mitigation measures. Mitigation measures are proposed for the following areas: air quality and tribal cultural resources. This project is not on any of the lists of hazardous waste sites enumerated under Government Code Section 65962.5.

BACKGROUND AND DISCUSSION

On April 20, 2021, Napa County Agreement No. 210342B with Mead & Hunt, Inc. was approved to provide design of a project to relocate critical infrastructure including the electrical vault building, backup generator, and the rotating beacon at the Napa County Airport. Subsequently, Agreement 230243B with Mead & Hunt, Inc. was approved on December 13, 2022 to provide design services for a project to relocate the public sewer main located within the FBO development areas. These design efforts combined to result in the Airport Terminal Area Redevelopment - Phase One Project (Project 23041).

As a result of project design, a bid package with plans and specification for the Project was completed by Mead & Hunt and has been reviewed by Airport and Public Works Engineering staff. Tasks and materials are aggregated into three major work scopes with separate bid schedules to facilitate subcontractor engagement by a general contractor. Staff intends to award the Project to a single contractor with the lowest responsible bid.

It is anticipated that construction will begin in August 2023 and extend into Spring of 2024, without interruption to Airport and FBO service delivery and operations. Mead & Hunt, Inc. has estimated the construction cost to be approximately \$2 million. After bid opening, Staff will return to the Board of Supervisors for approval to award a construction contract, to present a detailed project cost estimate, to request a project loan from the General Fund, and to request a budget transfer to fully fund the project based on the lowest responsible bid.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0906

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: Adoption of a Resolution Amending Fees and Amending Hangar Descriptions at the Napa County Airport

RECOMMENDATION

Director of Public Works requests adoption of a Resolution amending the County's Policy Manual Part III, Fees, Part 30 Airport, effective July 1, 2023, increasing hangar and storage room fees by 7.6% and amending hangar descriptions.

EXECUTIVE SUMMARY

Adoption of the resolution will amend Part III, Fees, Part 30 Airport, within the County's Policy Manual by modifying those fees as shown by strike-out in Exhibit "A" of the resolution. The proposed increase to the hangar and storage room rates is tied to the June 2021 to June 2022 Annual Consumer Price Index (CPI) for Urban Wage Earners and Clerical workers for San Francisco-Oakland-Hayward. The proposed adjustment will increase Airport revenues in Fiscal Year 2023-24 by approximately \$15,743.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The modified rates have been incorporated into the recommended budget for the Airport Enterprise Fund for Fiscal Year 2023-24.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The fee amendment will increase rents and fees by CPI and will result in additional annual revenue of approximately \$15,743 during fiscal year 2023-24. As utility maintenance costs continue to rise for hangars, doors, and gates, additional revenue is needed in order to continue with preventative maintenance activities.

Is the general fund affected?	No
Future fiscal impact:	Amending fees will assist the Airport in collecting an additional \$15,743 per year until such time as the fees are amended again. The proposed fees have been incorporated into the recommended budget for Fiscal Year 2023-24.
Consequences if not approved:	If not approved, the Napa County Airport would not be able to raise fees consistent with rising CPI, ultimately resulting in reduced ability to maintain the airport, including airport owned hangars.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The proposed action is exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273 (a)(1) (Rates, Tolls, Fares, and Charges).

BACKGROUND AND DISCUSSION

The Airport Enterprise Fund is financially self-sufficient, receiving no financial support from the County's General Fund. Staff is requesting an amendment to Napa County's Policy Manual, Part III: Fees, Part 30 Airport, in order to ensure the continued financial viability of the Airport Enterprise Fund. A summary of the requested amendment of Part III: Fees, Part 30 Airport, of the County of Napa Policy Manual, as outlined in Exhibit A of the attached resolution, is as follows:

- Increases Sec 30.015 Standard Hourly Rates. A 10% increase to the hourly rate, rounded to the nearest whole dollar, of Airport staff includes recent Cost of Living and Labor Agreement Salary increases.
- Increases Sec. 30.060 Hangar Rental Fees and Sec. 30.090 Airport Storage Room Fees. The 7.6% increase to monthly rates, rounded to the nearest whole dollar, based on the June 2021 to June 2022 Consumer Price Index for Urban Wage Earners and Clerical Workers, will apply to county owned hangars and storage rooms, along with privately owned portable hangars.
- Changes description in Sec. 30.060 Hangar Rental Fees. Hangar Numbers were updated from C1-C4 and C5-C8 to A1-A4 and A5-A8, respectively, to align with existing box hangar signage. Hangar 55 is removed as it will be vacated during fixed base operator (FBO) development on the airfield. The description "Privately-Owned Portable Hangars" is changed to "Ground Lease for Privately-Owned Portable Hangars" to describe the type of lease agreement more accurately.

The proposed increase to hangar and storage room rates using the Consumer Price Index will increase Airport revenues in Fiscal Year 2023-2024 by approximately \$15,743. The rates for the subject hangars at the Napa County Airport have traditionally been within range of other comparable airports with only CPI increases being

applied for many years. Additionally, the methodology used to calculate the increase is consistent with the Airport's General Aviation Leasing/Rents and Fees Policy adopted by the Board.

Costs associated with utilities and the ongoing maintenance of the Airport's aging hangars continues to rise and periodic rent increases are needed to keep up with the rate of inflation. The proposed increase was included in the Fiscal Year 2023-24 budget presented to the Airport Advisory Commission on April 3, 2023 and the Commission recommended Board approval of the budget as drafted.

This item is specifically exempt from the voting requirements of Article XIIC of the California Constitution because it is a charge imposed for entrance to or use of the County of Napa property or the purchase, rental or lease of County property (e.g., facility rental fees, room rental fees, equipment rental fees, on and off-street parking, tolls, franchise, park entrance, museum admission, tipping fees, golf green fees, et cetera).

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
AMENDING FEES AND HANGAR DESCRIPTIONS AT THE NAPA COUNTY
AIRPORT**

WHEREAS, the Napa County Airport (“Airport”) participates in the Federal Aviation Administration’s (“FAA”) Airport Improvement Program which requires compliance with thirty-nine Grant Assurances; and

WHEREAS, these FAA grant assurances require in part that airport sponsors “will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection;” and

WHEREAS, Section 4 of the Board adopted General Aviation Leasing/Rents Fees Policy requires the Airport to maintain a rent and fee structure consistent with these FAA Grant Assurances; and

WHEREAS, there is a need to amend standard hourly rates, hangar rental and storage room fees, update portable hangar description, and renumber some county owned hangars; and

WHEREAS, the County has developed a schedule of Airport fees and charges for the use of the airport and its facilities, taking into account the United States Department of Transportation Federal Aviation Administration (FAA) Policies regarding Airport Rates and Charges and the California State Controller’s Office Division of Accounting and Reporting Standards and Procedures for Enterprise Funds; and

WHEREAS, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits fees and charges to be set by ordinance, statute or resolution, regulation, or agreement; and

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

1. The Board hereby directs the Clerk of the Napa County Board of Supervisors, State of California, to integrate the changes approved above into Section III of the Board Policy Manual, “Fees for Services Provided by County Departments and Agencies” in the manner set forth in Exhibit “B,” attached hereto and incorporated by reference herein,
2. The Board finds this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273(a)(1) and (2).
3. The fees increased hereby shall become effective July 1, 2023.

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 ____th day of _____, 2023, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the
State of California

By: _____
BELIA RAMOS, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>May 15, 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 LIST

The fees adopted by the Board of Supervisors by this Resolution are included in the Exhibits listed below in both tracked and clean formats. Adoption of new fees or fee increases are noted by underline. Rescinded fees are noted by strikethrough. Fees that have no underline or strikethrough formatting are not adopted by this Resolution, but are existing unaltered fees included herein for informational purposes only.

The clean version of the fee schedule is the document that will be included in the County Policy Manual.

Exhibit A	Part 30	Airport – Tracked
Exhibit B	Part 30	Airport - Clean

Revised 6/27/06 Resolution 06-138
Revised 6/26/07; Resolution 07-84
Revised: 6/24/08; Resolution 08-105
Revised: 9/15/09; Resolution 09-127
Revised: 6/23/15; Resolution 2015-91
Revised 7/12/16; Resolution 2016-97
Revised 7/18/17; Resolution 2017-120
Revised 6/10/18; Resolution 2018-92
Revised 5/21/19; Resolution 2019-70
Revised 8/27/19; Resolution 2019-98
Revised 6/23/20; Resolution 2020-96
Revised 5/17/22; Resolution 2022-72
Revised 12/6/22; Resolution 2022-197 Eff 1/1/23
Revised / / ; Resolution 2023-

PART 30

AIRPORT

EXHIBIT “A”

- Sec. 30.010. General
- Sec. 30.015. Standard Hourly Rates
- Sec. 30.020. Parking Fees
- Sec. 30.030. Fuel Flowage Fees
- Sec. 30.040. Airport Landing Fees
- Sec. 30.050. Tiedown Rental Fees
- Sec. 30.060. Hangar Rental Fees
- Sec. 30.070. Reserved
- Sec. 30.080. Lease Execution Deposit
- Sec. 30.090. Airport Storage Room Fees
- Sec. 30.100. Miscellaneous Fees

Sec. 30.010. General

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

Sec. 30.015. Standard Hourly Rates

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant): ~~\$127.00~~\$140.00

Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker): ~~\$81.00~~\$90.00

Sec. 30.020. Parking Fees

The following parking fees are established as overnight/ full 24-hour period.

- | | | |
|-----|----------------|---------|
| (a) | 0 – 5,000 lbs. | \$10.00 |
|-----|----------------|---------|

The following parking fees are established for **any** portion of a 24- hour period.

- | | | |
|-----|--------------------------|----------|
| (a) | 5,001 – 12,500 lbs. | \$15.50 |
| (b) | 12,501 lbs. -30,000 lbs. | \$150.00 |
| (c) | Above 30,000 lbs. | \$250.00 |

Sec. 30.030. Fuel Flowage Fees

The following resale fees are established:

Fuel Flowage Fee for Jet A Fuel	\$25.00 per 100 gal.
Fuel Flowage Fee for AvGas	\$12.00 per100 gal.
Fuel Flowage Fee for Diesel	\$12.00 per100 gal.
Fuel Flowage Fee for Mogas	\$12.00 per100 gal.

Sec. 30.040. Airport Landing Fees for Commercial Operations

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

- (a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.
- (b) For purposes of this section, an “air taxi operation” is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

- (c) For purposes of this section, a “commercial operation” is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.
- (d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.
- (e) The following fees pursuant to weight shall be imposed per landing:

<u>WEIGHT</u>	<u>FEE</u>
(1) 0 to 5,000 lbs.	\$16.50
(2) 5,001 lbs. to 12,500 lbs.	\$31.00
(3) 12,501 lbs to 15,000 lbs	\$42.00
(4) Above 15,000 lbs.	\$42.00 + \$3.50 per each 1,000 lbs.

Sec. 30.050. Tiedown Rental Fees

The following tiedown monthly rental fees are established:

<u>WEIGHT</u>	<u>Fee</u>
0 – 5,000 lbs.	\$75.00

Sec. 30.060. Hangar Rental Fees.

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

County-Owned Hangars

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
7-8 and 10-12	\$205.00 <u>\$221.00</u>
9	\$184.00 <u>\$198.00</u>
13-24	\$247.00 <u>\$265.00</u>
25-36	\$271.00 <u>\$292.00</u>

37-44	\$315.00 <u>\$339.00</u>
45-54	\$419.00 <u>\$450.00</u>
55	\$1,430.00
60 and 62-81	\$271.00 <u>\$292.00</u>
61	\$295.00 <u>\$317.00</u>
82	\$365.00 <u>\$393.00</u>
83	\$313.00 <u>\$337.00</u>
84	\$378.00 <u>\$407.00</u>
85	\$393.00 <u>\$423.00</u>
86-91	\$319.00 <u>\$344.00</u>
92 and 94	\$421.00 <u>\$453.00</u>
93 and 95	\$362.00 <u>\$390.00</u>
96-101 and 103	\$319.00 <u>\$344.00</u>
102	\$433.00 <u>\$465.00</u>
104	\$367.00 <u>\$395.00</u>
105	\$326.00 <u>\$254.00</u>
106	\$355.00 <u>\$382.00</u>
107-113	\$276.00 <u>\$297.00</u>
114	\$348.00 <u>\$375.00</u>
115	\$322.00 <u>\$346.00</u>
116	\$441.00 <u>\$475.00</u>
117	\$450.00 <u>\$484.00</u>
118-125	\$377.00 <u>\$406.00</u>
126	\$441.00 <u>\$475.00</u>
127	\$504.00 <u>\$406.00</u>

Other County-Owned Hangars (Executive)

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
55	\$1,440.00
C1 – C4 <u>A1 – A4</u>	\$1,125.00 <u>\$1,210.20</u>
C5 – C8 <u>A5 – A8</u>	\$1,362.00 <u>\$1,465.34</u>

Shade Hangars

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
SO01 – SO12	\$ 90.00 <u>\$97.00</u>
SN02 – SN10	\$ 90.00 <u>\$97.00</u>
SN01 & SN11	\$101.00 <u>\$108.00</u>
SP02 – SP10	\$ 90.00 <u>\$97.00</u>
SQ01 – SQ12	\$ 90.00 <u>\$97.00</u>
SP01 – SP11	\$101.00 <u>\$108.00</u>

Ground Lease for Privately-Owned Portable Hangars

<u>Hangar Number</u>	<u>Monthly Rental Fee</u>
1	\$88.00 <u>\$94.00</u>
2	\$82.00 <u>\$87.00</u>
3	\$81.00
4	\$55.00 <u>\$59.00</u>

Sec. 30.070. [Reserved]

Sec. 30.080. Lease/Sublease Execution Deposit

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or \$5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below \$500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

Sec. 30.090. Airport Storage Room Fees

The following storage room monthly rental fees are established:

(a)	Storeroom #3	208 Sq. Ft.	\$126.00 <u>\$136.00</u>
(b)	Storeroom #4	208 Sq. Ft.	\$126.00 <u>\$136.00</u>
(c)	Storeroom #5	527 Sq. Ft.	\$320.00 <u>\$345.00</u>
(d)	Storeroom #6	538 Sq. Ft.	\$333.00 <u>\$358.00</u>
(e)	Storeroom #7	140 Sq. Ft.	\$85.00 <u>\$91.00</u>
(f)	Storeroom #8	154 Sq. Ft.	\$94.00 <u>\$101.00</u>
(g)	Storeroom #9	627 Sq. Ft.	\$379.00 <u>\$408.00</u>
(h)	Storeroom #10	660 Sq. Ft.	\$399.00 <u>\$430.00</u>

Sec. 30.100. Miscellaneous Fees

(a)	Access Control remote openers	\$30.00 each
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(b)	Conference Room rental fees	
	1. Non-Profits & governmental agencies	
	(i) First four hours	No Fee
	(ii) Each additional hour	\$ 10.00 per hour
	2. For Profits	
	(i) Up to four hours	\$ 100.00
	(ii) Each additional hour	\$ 20.00 per hour
(c)	Replacement of County hangar lock	\$ 40.00 each
(d)	Replacement of County hangar key	\$ 10.00 each
(e)	Waiting List Subscription	\$ 35.00 per year
(f)	Vehicle Parking	
	1. First 24 Hours	No charge
	2. Daily Use Permit	\$10.00 per day per vehicle
	3. Monthly Use Permit	\$150 per month per vehicle
	4. Administrative Towing fee	\$275.00 per vehicle
(g)	Maintenance of private leaseholds	
	1. Sweeping	\$ 181.00/hour + employee costs*
	2. Mower	\$ 48.00/hour + employee costs*
	3. Gutter Cleaning	\$ 350.00/equipment hour + employee costs*
	4. Hangar Light Bulb Replacement (Replacement materials supplied by tenant)	\$ 48.00/hour + employee costs*
	*Refer to Sec. 30.015. Standard Hourly Rates	
(h)	Special Event Fees	
	1. Administrative Fee	\$ 1,000.00 per event day
	2. Employee costs during event	See Sec. 30.015. Estimated at time of event based on information from Other Departments.
	3. Other Departments (if necessary)	
(i)	Commercial Operator Annual Permit	\$ 130.00 per year
(j)	<u>Independent Aircraft Maintenance</u>	
	<u>Operator (SASO) Permit</u>	
	<u>1. Piston Only</u>	\$ 200.00 per month
	<u>2. Piston & Turbine</u>	\$ 400.00 per month

(k)	<u>Aircraft Charter or Aircraft Management Operator (SASO) Permit</u>	\$ 500.00 per month
(l)	<u>Independent Flight Training Operator (SASO) Permit</u>	\$ 200.00 per month
(m)	<u>Commercial Transportation Permit</u>	\$ 12.50 per trip
	1. <u>Air Operations Area (AOA)</u>	\$ 2.00 per pickup/drop-off
	2. <u>Non-Air Operations Area (non-AOA)</u>	
(n)	Rideshare Transportation Fee (No AOA Access)	\$ 2.00 per pickup/drop-off
(o)	Unauthorized vehicle and aircraft parking	
	1. Vehicle	\$ 20.00 per day
	2. Aircraft up to and including 12,500	\$ 50.00 per day lbs.
	3. Aircraft over 12,500 lbs.	\$ 375.00 per day

Revised 6/27/06 Resolution 06-138
Revised 6/26/07; Resolution 07-84
Revised: 6/24/08; Resolution 08-105
Revised: 9/15/09; Resolution 09-127
Revised: 6/23/15; Resolution 2015-91
Revised 7/12/16; Resolution 2016-97
Revised 7/18/17; Resolution 2017-120
Revised 6/10/18; Resolution 2018-92
Revised 5/21/19; Resolution 2019-70
Revised 8/27/19; Resolution 2019-98
Revised 6/23/20; Resolution 2020-96
Revised 5/17/22; Resolution 2022-72
Revised 12/6/22; Resolution 2022-197 Eff 1/1/23
Revised ___/___/___; Resolution 2023-___

PART 30

AIRPORT

EXHIBIT “B”

- Sec. 30.010. General
- Sec. 30.015. Standard Hourly Rates
- Sec. 30.020. Parking Fees
- Sec. 30.030. Fuel Flowage Fees
- Sec. 30.040. Airport Landing Fees
- Sec. 30.050. Tiedown Rental Fees
- Sec. 30.060. Hangar Rental Fees
- Sec. 30.070. Reserved
- Sec. 30.080. Lease Execution Deposit
- Sec. 30.090. Airport Storage Room Fees
- Sec. 30.100. Miscellaneous Fees

Sec. 30.010. General

The fees set forth in this Part shall be paid to the Public Works Department, Airport Division.

Sec. 30.015. Standard Hourly Rates

Any request for services that is not described in this part shall be charged at the hourly rate set forth below with a ½-hour minimum for each separate work event. Time shall be billed to the nearest half hour after the first hour and rounded to the nearest dollar. Excess fees shall be refunded.

Standard Hourly Rate for Airport Administrative Staff (includes Airport Manager, Airport Assistant Manager, Administrative Analyst, & Airport Admin Assistant):	\$140.00
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Standard Hourly Rate for Airport Operations Staff (includes Senior Operations Worker & Operations Worker):	\$90.00
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Sec. 30.020. Parking Fees

The following parking fees are established as overnight/ full 24-hour period.

(a)	0 – 5,000 lbs.	\$10.00
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The following parking fees are established for **any** portion of a 24- hour period.

(b)	5,001 – 12,500 lbs.	\$15.50
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(c)	12,501 lbs. -30,000 lbs.	\$150.00
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(d)	Above 30,000 lbs.	\$250.00
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Sec. 30.030. Fuel Flowage Fees

The following resale fees are established:

Fuel Flowage Fee for Jet A Fuel	\$25.00 per 100 gal.
Fuel Flowage Fee for AvGas	\$12.00 per100 gal.
Fuel Flowage Fee for Diesel	\$12.00 per100 gal.
Fuel Flowage Fee for Mogas	\$12.00 per100 gal.

Sec. 30.040. Airport Landing Fees for Commercial Operations

Landing fees for aircraft operations at the Napa County Airport shall be imposed according to the following terms:

- (a) A Landing fee shall be assessed upon each landing of all air taxi, all commercial aircraft operations, and any transient (non-based) aircraft weighing 12,500 lbs. or more except for charter operations of any designated Napa County fixed base operators. The Airport Manager shall maintain an up-to-date list of all approved fixed base operators.
- (b) For purposes of this section, an “air taxi operation” is defined as: An aircraft operator who conducts operations for hire or compensation in accordance with 14 CFR 135 (for safety purposes) or FAR Part 135 (for economic regulations/reporting purposes) in an aircraft with 30 or fewer passenger seats and a payload capacity of 7,500 pounds or less. An air taxi operates on an on-demand basis.

- (c) For purposes of this section, a “commercial operation” is defined as: transportation of person(s), property, and/or mail for hire, compensation or profit.
- (d) The landing fee shall be assessed according to the maximum landing weight of the particular aircraft, as listed in the Federal Aviation Administration, Advisory Circular 36-3H as amended, or as published by the aircraft manufacturer and verified by the Airport Manager.
- (e) The following fees pursuant to weight shall be imposed per landing:

<u>WEIGHT</u>	<u>FEE</u>
(1) 0 to 5,000 lbs.	\$16.50
(2) 5,001 lbs. to 12,500 lbs.	\$31.00
(3) 12,501 lbs to 15,000 lbs	\$42.00
(4) Above 15,000 lbs.	\$42.00 + \$3.50 per each 1,000 lbs.

Sec. 30.050. Tiedown Rental Fees

The following tiedown monthly rental fees are established:

<u>WEIGHT</u>	<u>Fee</u>
0 – 5,000 lbs.	\$75.00

Sec. 30.060. Hangar Rental Fees.

Hangars owned by Napa County Airport shall be charged rental rates according to the following terms:

County-Owned Hangars

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
7-8 and 10-12	\$221.00
9	\$198.00
13-24	\$265.00
25-36	\$292.00
37-44	\$339.00
45-54	\$450.00

60 and 62-81	\$292.00
61	\$317.00
82	\$393.00
83	\$337.00
84	\$407.00
85	\$423.00
86-91	\$344.00
92 and 94	\$453.00
93 and 95	\$390.00
96-101 and 103	\$344.00
102	\$465.00
104	\$395.00
105	\$254.00
106	\$382.00
107-113	\$297.00
114	\$375.00
115	\$346.00
116	\$475.00
117	\$484.00
118-125	\$406.00
126	\$475.00
127	\$406.00

Other County-Owned Hangars (Executive)

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
A1 – A4	\$1,210.20
A5 – A8	\$1,465.34

Shade Hangars

<u>Hangar Numbers</u>	<u>Monthly Rental Fee</u>
SO01 – SO12	\$97.00
SN02 – SN10	\$97.00
SN01 & SN11	\$108.00
SP02 – SP10	\$97.00
SQ01 – SQ12	\$97.00
SP01 – SP11	\$108.00

Ground Lease for Privately-Owned Portable Hangars

<u>Hangar Number</u>	<u>Monthly Rental Fee</u>
1	\$94.00

2	\$87.00
4	\$59.00

Sec. 30.070. [Reserved]

Sec. 30.080. Lease/Sublease Execution Deposit

In order to offset all applicable County costs associated with negotiating any lease, amendment to a lease, or other agreements with a term greater than one year, an applicant shall provide a non-interest bearing Lease/Sublease Execution Deposit. Actual costs expended by the County, including but not limited to any actual time and costs associated with the drafting, reviewing, negotiating, executing, and/or transferring of a lease or other long-term agreement, shall be charged against the deposited amount.

The amount of the initial deposit shall equal the lesser of the estimated cost of service or \$5,000. If the remaining balance of the Lease/Sublease Execution Deposit falls below \$500 or 10% of the initial Lease/Sublease Execution Deposit, whichever is higher, the Applicant shall be required to replenish the account as requested by the Airport Manager.

Any unused deposit amount shall be returned to the applicant. The County shall not perform services if the remaining deposit amount is not sufficient to reimburse the County for its costs, including staff time. Higher LED deposit rate can be established upon approval of the County Board of Supervisors.

Sec. 30.090. Airport Storage Room Fees

The following storage room monthly rental fees are established:

(a)	Storeroom #3	208 Sq. Ft.	\$136.00
(b)	Storeroom #4	208 Sq. Ft.	\$136.00
(c)	Storeroom #5	527 Sq. Ft.	\$345.00
(d)	Storeroom #6	538 Sq. Ft.	\$358.00
(e)	Storeroom #7	140 Sq. Ft.	\$91.00
(f)	Storeroom #8	154 Sq. Ft.	\$101.00
(g)	Storeroom #9	627 Sq. Ft.	\$408.00
(h)	Storeroom #10	660 Sq. Ft.	\$430.00

Sec. 30.100. Miscellaneous Fees

(a)	Access Control remote openers	\$30.00 each
(b)	Conference Room rental fees	
	1. Non-Profits & governmental agencies	
	(i) First four hours	No Fee
	(ii) Each additional hour	\$ 10.00 per hour
	2. For Profits	
	(i) Up to four hours	\$ 100.00
	(ii) Each additional hour	\$20.00 per hour

(c)	Replacement of County hangar lock	\$ 40.00 each
(d)	Replacement of County hangar key	\$ 10.00 each
(e)	Waiting List Subscription	\$ 35.00 per year
(f)	Vehicle Parking	
	1. First 24 Hours	No charge
	2. Daily Use Permit	\$10.00 per day per vehicle
	3. Monthly Use Permit	\$150 per month per vehicle
	4. Administrative Towing fee	\$275.00 per vehicle
(g)	Maintenance of private leaseholds	
	1. Sweeping	\$ 181.00/hour + employee costs*
	2. Mower	\$ 48.00/hour + employee costs*
	3. Gutter Cleaning	\$ 350.00/equipment hour + employee costs*
	4. Hangar Light Bulb Replacement (Replacement materials supplied by tenant)	\$ 48.00/hour + employee costs*
	*Refer to Sec. 30.015. Standard Hourly Rates	
(h)	Special Event Fees	
	1. Administrative Fee	\$ 1,000.00 per event day
	2. Employee costs during event	See Sec. 30.015.
	3. Other Departments (if necessary)	Estimated at time of event based on information from Other Departments.
(i)	Commercial Operator Annual Permit	\$130.00 per year
(j)	<u>Independent Aircraft Maintenance Operator (SASO) Permit</u>	
	<u>1. Piston Only</u>	\$200.00 per month
	<u>2. Piston & Turbine</u>	\$400.00 per month
(k)	<u>Aircraft Charter or Aircraft Management Operator (SASO) Permit</u>	\$500.00 per month
(l)	<u>Independent Flight Training Operator (SASO) Permit</u>	\$200.00 per month

- | | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| (m) | <u>Commercial Transportation Permit</u>
<u>1. Air Operations Area (AOA)</u>
<u>2. Non-Air Operations Area (non-AOA)</u> | \$12.50 per trip
\$2.00 per pickup/drop-off |
| (n) | Rideshare Transportation Fee
(No AOA Access) | \$2.00 per pickup/drop-off |
| (o) | Unauthorized vehicle and aircraft parking | |
| | 1. Vehicle | \$20.00 per day |
| | 2. Aircraft up to and including 12,500 lbs. | \$50.00 per day |
| | 3. Aircraft over 12,500 lbs. | \$375.00 per day |



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: 6/6/2023

File ID #: 23-0929

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: James Reese, Associate Engineer
SUBJECT: Award of Construction Contract for Dry Creek Phase II Reconstruction Project, RDS 23-17

RECOMMENDATION

Director of Public Works requests the approval of the following actions regarding the Dry Creek Phase II Reconstruction RDS 23-17:

1. Award of Contract to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$813,970 for the Dry Creek Phase II Reconstruction RDS 23-17 and authorize the Chair to sign the construction contract; and:
2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Creation of new Roads Capital Improvement Project 23030 (Fund 2040, Org 2040500) for Dry Creek Reconstruction Phase II Project;
 - b. Increase appropriations by \$1,207,764 in Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset by use of its available fund balance to fund Project 23030 (Fund 2040, Org 2040500, Project 23030, Object 48200); and
 - c. Increase appropriations by \$1,207,764 in Project 23030 (Fund 2040, Org 2040500, Project 23030, Object 52360) offset by a transfer-in revenue from ACO.

EXECUTIVE SUMMARY

The Dry Creek Reconstruction Phase II project will reconstruct Dry Creek Road from Orchard Avenue for a distance of about 0.9 miles heading north.

This project will be funded by the Accumulated Capital Outlay Fund. Staff recommends that the Board award the construction contract to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$813,970, and approve the budget transfers, and authorize the Chair to sign the construction contract.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The full cost for the project is estimated at \$1,207,764. A budget transfer is requested from the (ACO) (Fund 3000, Org 3000000, Object 56100) to fund this project.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed project will repair the existing pavement that has severely deteriorated over time.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin at the end of FY 2022/2023 and will continue into fiscal year 2023/2024.
Consequences if not approved:	If not approved, the roadway will continue to degrade.
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

Staff utilizes a Pavement Management Program to rate the condition of each road in the 419-mile-long road system and prioritize cost effective pavement treatments. In 2021, the County reconstructed Dry Creek Road from the Napa City Limit to Orchard Avenue and installed Class III bicycle signage. Another section of Dry Creek Road from Orchard Avenue to a distance of .9 miles north to meet up with a recent overlay (Dry Creek Phase II) has been selected as the next section for repair.

The southern 0.45 miles of Dry Creek Rd. Phase II reach has deteriorated to the point where full depth reclamation (FDR) is the most economically feasible alternative since there is a sufficient road material in the existing road section. The next 0.45-mile section continuing north will include selective grinding and patching with a fresh overlay.

The full depth reconstruction consists of pulverizing the existing road, mixing cement into the roadbed, regrading, and compacting. Before the reconstruction, the contractor will replace a 36-inch steel storm drainage culvert. The contractor will overlay the road with 2.5 inches of asphalt concrete and place shoulder backing where appropriate.

For the northern 0.45 miles, the contractor grind and patch the worst areas of the road (approximately 30%) to a depth of 3” and fill the areas with new asphalt concrete. The contractor will also seal cracks and overlay the road with 2” of new fiber reinforced asphalt concrete.

The road will also receive fresh thermoplastic striping and shoulder backing where appropriate. The contractor will replace all share the road bike markings in kind and install Class II Bike Lane signs and markings from the Napa City Limits to Orchard Avenue. Work is expected to commence in June 2023 and be completed in the August 2023.

The Dry Creek Phase II Reconstruction RDS 23-17 project was advertised on April 19, 2023. The Clerk of the Board opened three (3) bids on May 18, 2023. The bid results are listed below:

O.C. Jones & Sons, Inc.	Berkeley, CA	\$ 813,970
Argonaut Constructors	Santa Rosa, CA	\$ 862,980
Granite Rock Company	San Jose, CA	\$ 926,750

The Engineer's Estimate of \$900,000 for construction was based on previous project bids projects.

O.C. Jones & Sons, 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.

The total project budget, including engineering design, construction management, project management, special inspection, and contingency is \$1,207,764. A budget transfer of \$1,207,764 ACO is requested to move this project forward to construction.

BUDGET SUMMARY: Dry Creek Reconstruction Phase II, Award RDS 23-17						
						5/22/2023
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	\$813,970.00	\$813,970.00	\$0.00	\$0.00	\$0.00	\$0.00
20% Construction Contingency	\$162,794.00	\$162,794.00	\$0.00	\$0.00	\$0.00	\$0.00
Design and Engineering In house	\$80,000.00	\$80,000.00	\$0.00	\$35,000.00	\$0.00	(\$35,000.00)
20% Engineering Consultant Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Management	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00
County Project Management/Administration	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Environmental, Geotechnical and Special Inspections	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Mailers, Newspaper Advertisement, Permits	\$1,000.00	\$1,000.00	\$0.00	\$600.00	\$0.00	(\$600.00)
TOTAL	\$1,207,764.00	\$1,207,764.00	\$0.00	\$0.00	\$0.00	(\$35,600.00)

Budget Created by James Reese.



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0965

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: First Amendment to Space License Agreement with Napa Jet Center, Inc. at Napa County Airport

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Space License Agreement No. 230301B with Napa Jet Center, Inc., doing business as Atlantic Aviation ("Atlantic Aviation"), to add approximately 4,000 square feet of hangar space located in the 1950 Building at the Napa County Airport to be used for flight training purposes for \$1,540 per month effective July 1, 2023 through June 30, 2025, with rent deferred for two months to facilitate relocation, and terminating the existing license for Hangar 55.

EXECUTIVE SUMMARY

Napa County Agreement No. 230301B was executed on February 7, 2023 with Atlantic Aviation for the purpose of providing space, through June 30, 2025, at the County's new General Aviation Terminal, located at 2000 Airport Road, for flight training services required of the Fixed Base Operator (FBO). Amendment No 1 to the Agreement provides hangar space in close proximity to the flight school's training facility for maintenance of the flight school's small aircraft fleet.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport-Operations Fund 5010 Org 5010000
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approval of Amendment No. 1 will facilitate efficient operation of the flight school services offered through Atlantic Aviation via a sublease. In addition, the Napa County Airport Enterprise Fund will continue to receive monthly rental income at an initial rate totaling \$1,540 per month for the hangar space (deferred for two months to facilitate relocation) until the completion of the FBO pioneering/construction period, June 30, 2025.
Is the general fund affected?	No
Future fiscal impact:	Continued revenue through monthly Space License Agreement until terminated.
Consequences if not approved:	The flight school, a required Atlantic Aviation sublease, would have to continue to use Hangar 55 at the Airport for maintenance of their fleet. This is not desirable because Hangar 55 is located a fair distance from 2000 Airport Rd., where flight school operations are located, and it will be separated by the FBO construction projects once those projects are initiated.

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

By its FBO contract with the County, Napa Jet Center dba Atlantic Aviation is required to provide flight instruction at the Napa County Airport. In fulfillment of Atlantic Aviation's obligation, Mike Smith Aviation has operated at the airport as a subtenant and commercial operator to Atlantic Aviation since 2019. Under contract with Atlantic Aviation, Mike Smith Aviation's operation includes administrative and training space in the airport terminal, Hangar 55, and four tie-downs for aircraft parking. Given the pending demolition of the current County Airport terminal building, Space License Agreement No. 230301, approved by the Board on February 7, 2023, provided Atlantic Aviation with new office and training space for the flight school within the County's new General Aviation Terminal, located at 2000 Airport Road for the FBO pioneering period (through June 30, 2025). After additional discussion with Atlantic Aviation, the challenge of flight school administration and student training operations at a location very far removed from Hangar 55, where maintenance of the flight school aircraft is conducted, was recognized. The proposed Amendment addresses this challenge by offering Atlantic Aviation the vacant half of the 1950 Hangar adjacent to Reach Air Medical Services, which is in close proximity to 2000 Airport Rd, as hangar space available to sublease to Mike Smith Aviation. To mitigate the inconvenience of moving the maintenance tools and supplies, the Amendment defers hangar rent for two months. Mike Smith Aviation will continue to park their training aircraft on the County tie-down apron and will utilize the designated space in the new General Aviation Terminal, located at 2000 Airport Road for administration and training. This Amendment also terminates the current license for Hangar 55.

Staff requests Board approval of Amendment Number 1 to Space License No. 230301B with Napa Jet Center,

Inc. dba Atlantic Aviation, for 4,000 square feet of Hangar Space at 1950 Airport Road, effective July 1, 2023, at an initial rate of \$1,540.00 per month, deferred for two (2) months to mitigate the costs of moving, with tenancy continuing through June 30, 2025, and terminating the existing license for Hangar 55.

**AMENDMENT NO. 1 OF
NAPA COUNTY SPACE LICENSE AGREEMENT NO. 230301B**

THIS AMENDMENT NO. 1 TO SPACE LICENSE AGREEMENT 230301B ("Amendment") 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 Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, County owns and operates the Napa County Airport, a general aviation airport located in Napa County, California, hereinafter referred to as "Airport"; and

WHEREAS, Licensee is a successor in interest to a continual commercial presence at the Napa County Airport since 1993; and has entered into Agreement No. 230232B (the "Agreement") with the County, which requires Licensee to continue to provide flight training services; and

WHEREAS, Licensee has entered into Space License Agreement 230301B (the "License") to utilize premises in the County's building at 2000 Airport Road for a flight training operation during a pioneering period while their permanent facility is developed; and

WHEREAS, Licensee has maintained a Hangar License Agreement for Hangar 55 to maintain flight training aircraft; and

WHEREAS, Licensee and County have realized the near-term operational challenges related to maintaining flight training aircraft in Hangar 55 during construction of Licensee's permanent facility; and

WHEREAS, County desires to work with Licensee to provide space within County facilities located at 1950 Airport Road, Napa, CA 94558 to address these operational challenges; and

TERMS

NOW THEREFORE, Space License Agreement No. 230301B is amended as follows:

1. Section 2. Demised Premises is amended by adding the following subsections:

- c. From July 1, 2023 until June 30, 2025: approximately 4,000 square feet at 1950 Airport Road (south half of hangar) as depicted in Exhibit C, attached hereto and incorporated by reference herein (referred to as "1950 Hangar Premises").
- d. Licensee accepts the Demised Premises in their present "as is" condition. Licensee acknowledges and agrees that County makes no representation or warranty as to the condition of the Demised Premises, whether as to patent, latent or other defects and general condition. County has no obligation to repair or replace the Demised Premises or any component or part thereof, whether or not affixed to the building. Licensee releases County and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of the Demised Premises. Licensee agrees that the Demised Premises are now in a tenantable and good condition. Licensee shall take good care of the Demised Premises, which shall not be altered, repaired, or changed without the written consent of County. All damage or injury done to the Demised Premises by Licensee, shall be paid for by Licensee. Licensee shall, at the expiration or termination of this License, surrender the Demised Premises to County in tenantable repair and condition (fair wear and tear and acts beyond the control of Licensee excepted).

2. Section 3. Permitted Uses is amended by adding the following language:

The Demised Premises shall be subject to the federal requirements set forth in Exhibit D, attached hereto and incorporated by reference herein. The use of the 1950 Hangar Premises shall be subject to special conditions set forth in Exhibit E, attached hereto and incorporated by reference herein.

3. Section 5. Rent is replaced in its entirety as set forth below:

- a. Monthly Rent. Licensee agrees to and shall pay the sums of:
 - i. Two Thousand Eight Hundred and Four Dollars and Eighty-four Cents (\$2,804.84) per month as rent for the office space at 2000 Airport Road and the terminal space at 2030 Airport Road beginning July 1, 2023; and
 - ii. One Thousand Five Hundred and Forty-Nine Dollars and Forty Cents (\$1,549.40) per month for the 1950 Hangar Premises beginning September 1, 2023;
 (together the "Rent"). Any partial month of the tenancy of the Demised Premises shall be prorated. Rent may be adjusted by the Airport Manager for any period of holdover, but in no case will the rent be more than 150% of the current rent.
- b. Procedure for Payment. It is understood and agreed that Licensee's Rent is due and payable in advance for the following month on the 1st of each calendar month. Payment shall be by check mailed to Napa County Airport, Payment Processing – Airport, 1195 Third Street, Suite 108, Napa, CA 94559 (or at such other place as County shall from

time to time in writing designate). Any such payments which are not paid by the 15th of the calendar month shall be deemed delinquent and subject to a late charge of 12 percent (12%) per annum until paid.

- c. Security Deposit. County will recognize the security deposit collected for Agreement 230232B for the duration of the term of this License as applying to this License concurrently. If Licensee fails to pay rent, or otherwise defaults under this License, County may use, apply, or retain all or any portion of the Security Deposit for the payment of any amount already due County, for fees which will be due in the future, and/or to reimburse or compensate County for any liability, expense, loss, or damage which County may suffer or incur by reason thereof. Licensee shall replenish any funds charged against the deposit within thirty (30) days of receiving notice from County. County's option to pull funds from the deposit for past due Rent or other sums due shall not alter Licensee's obligations to pay any fees or interest otherwise required by this License.

4. Section 6. Utilities Furnished by the County, subsection (a) is replaced in its entirety as set forth below:

- a. Building Services: Licensee acknowledges and agrees that County makes no representation or warranty for the existing building services to the Demised Premises, as to patent, latent or other defects. It is understood and agreed that County will provide ventilation, temperature control, and electrical receptacles in general. County agrees to maintain such facilities in reasonably good working order, repair, and operation during the term of this License. Additional tenant improvements may only be completed with advanced written approval of County and after getting appropriate building permits, if necessary. Licensee shall be responsible for furnishing, installing, and replacing all light bulbs for the Demised Premises.


5. The Hangar License Agreement for Hangar 55, entered into between the Airport and Napa Jet Center on August 10, 2020, is terminated effective June 30, 2023 by mutual agreement of the parties.

6. This amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

7. Except as provided in herein, the terms and conditions of the Space License Agreement No. 230301B shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No. 1 of Napa County Space License Agreement No. 230301B was executed by the parties hereto as of the date first above written.

Napa Jet Center, Inc. DBA Atlantic Aviation, a California corporation

By  603A21650F074C3...
LOUIS T. PEPPER, PRESIDENT AND CEO
5/22/2023

“LICENSEE”

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>May 11, 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
1950 Hangar Premises

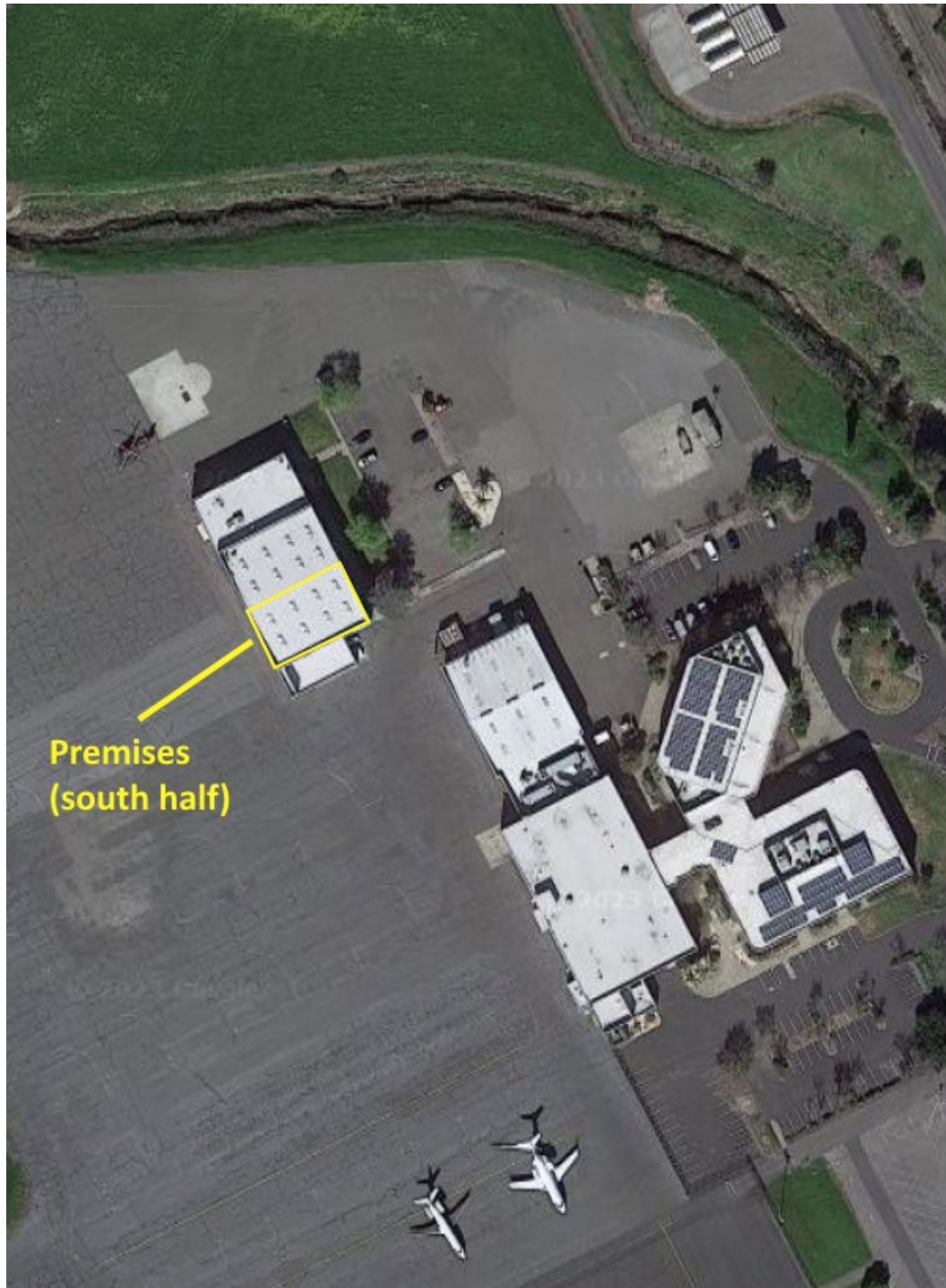


Exhibit D

Federal Requirements

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
3. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
14. The Licensee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Licensee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or Improvements thereon, this provision obligates the party or any transferee for the longer of the following periods: (i) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the airport sponsor or any transferee retains ownership or possession of the property.
15. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
16. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Licensee has full responsibility to monitor compliance to the referenced statute or regulation. The Licensee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
17. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Licensee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Licensee retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Licensee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
18. Licensee agrees that it shall insert the above eight provisions (Section 9.16(A) through Section 9.16(H)) in any agreement by which said Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.
19. Licensee agrees to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each

unit or service; provided that Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

20. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by the Grant Assurances, and County reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Grant Assurance 23)
21. County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Licensee, and without interference or hindrance. (FAA Order 5190.6B)
22. County reserves the right, but shall not be obligated to Licensee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Licensee in this regard. (FAA Order 5190.6B)
23. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreement between County and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6B)
24. Licensee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6B)
25. It is clearly understood by Licensee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform. (Grant Assurance 22(f)).

Exhibit E

Special Conditions – 1950 Hangar Premises

1. Hangar Use Provisions: The 1950 Hangar Premises shall be used only for storage and maintenance of the flight training aircraft. No other commercial activity of any kind whatsoever shall be conducted by Licensee in, from or around the 1950 Hangar Premises without prior written consent of County. No student, customer, public, or employee assembly or events (BBQs, meetings, open houses) may be conducted in the 1950 Hangar Premises space.
2. Aircraft maintenance may be conducted only on flight training aircraft. Licensee shall take all necessary steps as to ensure that the performance of such maintenance work will not damage the 1950 Hangar Premises. Licensee shall control the conduct and demeanor of its employees or invitees, and of those doing business with it, in or around the 1950 Hangar Premises and shall take all steps necessary to remove persons whom Licensor may, for good and sufficient cause, deem objectionable. Licensee shall keep the 1950 Hangar Premises clean and free of debris at all times. In utilizing the 1950 Hangar Premises during the term of this Agreement, Licensee agrees to and shall comply with all applicable ordinances, rules and regulations established by any federal, state, or local government agency, or by the County of Napa. Painting is expressly prohibited. Upon termination of this Agreement, Licensee shall immediately surrender possession of the 1950 Hangar Premises, all keys, and shall remove any aircraft, aircraft parts, and all other property therefrom, leaving the Hangar in the same condition as when received, ordinary wear and tear excepted. Licensee shall be liable for any and all damage to the 1950 Hangar Premises caused by Licensee's use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Licensee's improper or negligent operation.
3. Licensee shall include any operations in 1950 Hangar Premises conducted by its sub-tenant in its Spill Prevention, Control, and Countermeasure (SPCC) plan. Such plan shall be delivered to the County within 60 days of hangar possession.
4. There is no right of aircraft parking outside the 1950 Hangar Premises or on adjacent ramps. Licensee may request and contract for tie-down parking separately, including a separate monthly fee.
5. There is no right of vehicle parking outside the 1950 Hangar Premises or on adjacent ramps. Parking for staff and student vehicles is provided in the common parking lot at the 2000 Airport Road office building.



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: 6/6/2023

File ID #: 23-0978

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Marcela Aparicio, Supervising Staff Services Analyst
SUBJECT: Contingency Planning - 1127 First Street

RECOMMENDATION

Director of Public Works requests approval of the following Budget Transfer for the purchase of 15 portable air conditioning units for 1127 First Street related to implementing contingency plans in preparation for summer (4/5 vote required):

1. Increase appropriation by \$75,000 in Accumulated Capital Outlay Fund (Fund 3000, Org 3000000, Object 56100) offset by the use of its available fund balance to fund the purchase of 15 portable AC units by Property Management Maintenance (Fund 4300, Org 4300000, Object 48200); and
2. Increase appropriation by \$75,000 in Property Management Minor Equipment account (Fund 4300, Org 4300000, Object 53400) offset by transfer-in revenue from Accumulated Capital Outlay.

EXECUTIVE SUMMARY

On March 14, 2023, the Board of Supervisors directed staff to develop and implement a contingency plan for operation of the County-owned building located at 1127 First Street during critically hot days when the building's heating, ventilation, and air conditioning (HVAC) units are at significant risk of failure. Contingency planning includes the purchase and placement of 15 portable air conditioning units at various locations throughout the building to be deployed when the outside temperature meets or exceeds 105 degrees. The cost to purchase each unit is between \$4,500-\$5,000, which amounts to \$75,000 for all 15 units. Approval of the requested budget transfer will provide funding to the Property Management division for purchase of the air conditioning units.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Funds will be transferred from Accumulated Capital Outlay (Fund 3000, Org 3000000) to Property Management (Fund 4300, Org 4300000).
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Purchase of the portable AC units are needed to implement contingency plans for operation 1127 First Street on days when temperatures exceed 105 degrees and/or if HVAC units on the building fail
Is the general fund affected?	Yes
Future fiscal impact:	This will be a one-time purchase.
Consequences if not approved:	If not approved, staff located at 1127 First Street will not be able to be on-site during hot summer days, when temperatures increase above 105 degrees.
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

On May 18, 2021, a project to design replacement of six (6) rooftop packaged heating, ventilation, and air conditioning (HVAC) units that provide heating and cooling to the County-owned building located at 1127 First Street in Napa was approved by the Board of Supervisors (Board). The HVAC units are well past the end of their useful life and replacement of the units was recommended to avoid failure. On December 14, 2021, the Board approved Napa County Agreement No. 220210B with YEI Engineers, Inc. to develop the replacement design. While under design, YEI observed issues with the existing roofing of the building which would need to be addressed as part of the HVAC replacement project.

On January 31, 2023, the Board received a report on current County facilities, and staff sought input from the Board related to initiating a planning process to develop a Facilities Master Plan to serve the long-term interests of the County. The Board, as part of its discussion, and as it had in the past, expressed interest in selling 1127 First Street. Ultimately, the Board directed staff to initiate a Facilities Master Planning Process which would likely include disposal of 1127 First Street.

On March 14, 2023, the Board received an update on the planning and design of the 1127 First Street HVAC Replacement Project and staff sought direction on whether to move forward with the project given the facilities master planning process that was initiated on January 31, 2023. At this point in time, YEI and Public Works staff had nearly completed the design and the overall project cost was estimated to be approximately \$6 million.

The HVAC system at 1127 First Street is aged, is severely stressed, and needs to be taken offline during heat waves and could fail at any time. Failure would disrupt operations located in the building and would result in costs to either repair the unit(s) and/or relocate county employees from the building. It would be ideal to alleviate this risk as quickly as possible, however, due to supply chain issues creating excessively long lead times to procure new units, under the best of circumstances the HVAC replacement project could not be completed for at least 18 months from initiation. With an aggressive approach to implement a phased approach to facilities master planning, it's conceivable that a new downtown office building to house staff currently located at 1127 First Street could be completed in approximately 3-4 calendar years, meaning that investment in the HVAC system could be beneficial for County operations for as little as 18 months.

On March 14, 2023, in consideration of HVAC replacement project timelines and the timeline for facilities master planning, the Board directed staff to halt the 1127 First Street HVAC replacement project and to develop and implement a contingency plan for staff operating from 1127 First Street.

Public Works and Department Heads located at 1127 First Street have discussed contingency planning for 1127 First Street when HVAC units are not able to operate. Initial plans include deployment of up to 15 portable AC units and work-from-home arrangements. Approval of the budget request will provide sufficient funding to Property Management to purchase the required portable AC units for availability this summer as needed and when temperatures exceed 105 degrees.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0986

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Sydney Diede - Assistant Engineer
SUBJECT: Approve Contract Change Orders and Budget Transfer for the Spanish Flat Loop Road Resurfacing Project, RDS 23-05

RECOMMENDATION

Director of Public Works requests the following actions regarding the 2023 Berryessa Improvements Project, specifically for RDS 23-05 Spanish Flat Loop Road Resurfacing (4/5 vote required):

1. Approval of and authorization for the Director of Public Works to sign contract change orders to the contract with Goodfellow Bros. for a maximum not to exceed amount of \$254,857 to respond to unexpected circumstances during construction at the Project;
2. Board adoption of the findings expanded upon in this Board item; namely that changed conditions exist and public bidding would not produce an advantage and would be inappropriate, impractical, and not in the County's best interest due to the circumstances discussed in this Board item;
3. Increase appropriations by \$254,856 in Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset using available fund balance to fund the Spanish Flat Loop Road Project (Fund 2040, Org 2040500, Project 23040, Object 48200); and
4. Increase appropriations by \$254,856 in Project 23040 (Fund 2040, Org 2040500, Project 23040, Object 52360) offset by a transfer-in revenue from ACO.

EXECUTIVE SUMMARY

The 2023 Berryessa Improvements Project is comprised of five (5) different projects in close proximity to each other, which includes: Berryessa Knoxville Road (RDS 22-05), Berryessa Highlands (RDS 22-13), Berryessa Pines (RDS 23-05), Spanish Flat Loop Road (RDS 23-05), and Steele Canyon Road (RDS 23-16). On April 18, 2023, the Board of Supervisors awarded a \$5,117,222 contract to Goodfellow Bros.

During construction of the project, it was determined that the bid quantities for Hot Mix Asphalt and Monument Lid Installation would need to be increased based on field verification and the resulting quantity increase. Competitive bidding now would not have produced an advantage in this instance because Goodfellow Bros. was onsite and familiar with the existing site conditions which kept the overall project costs down. The proposed Budget Transfer would provide adequate funding to pay the Contractor for these essential bid items for the Spanish Flat Loop Road Resurfacing Project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The full cost for Project 23040 is estimated at \$619,426. A total of \$254,856 for construction is requested today from the Accumulated Capital Outlay Fund. On April 18, 2023, the Board appropriated \$364,570 to the project for design engineering, inspections, and construction.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed budget transfer is necessary to provide adequate funding for resurfacing on Spanish Flat Loop Road.
Is the general fund affected?	Yes
Future fiscal impact:	Construction began in Fiscal Year 2022-23 and will be completed by Fiscal Year 2023-24.
Consequences if not approved:	Project 23040 will be underfunded and the County will be unable to complete the paving project. Without repairs, this roadway will eventually fail, and the County will be required to reconstruct the road at a significantly higher cost.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information	A total of \$6,088,945 was approved for a budget transfer on April 18, 2023, which included \$1,968,696 from Measure T, \$1,731,697 from SB-1, and \$2,388,552 from ACO.

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 2023 Berryessa Improvements Project combines several resurfacing projects within the Lake Berryessa region, into a single construction contract, to save money by pursuing a larger economy of scale project. The

projects and their associated funding sources that are included in the 2023 Berryessa Improvements Project are the following:

- RDS 22-05, Berryessa Knoxville Road FLAP 1 (from Pope Canyon Road to Spanish Flat Loop Road) - funded by Measure T;
- RDS 22-13, Berryessa Highlands subdivision - funded by Senate Bill 1;
- RDS 23-05, Berryessa Pines subdivision - funded by Measure T;
- RDS 23-05, Spanish Flat Loop Road - funded by Accumulative Capital Outlay fund;
- RDS 23-16, Steele Canyon Road (from Steele Resort Road to the end of the Berryessa Highlands subdivision) - funded by the Accumulative Capital Outlay fund.

On April 18, 2023, the Board of Supervisors awarded a \$5,117,222 contract to Goodfellow Bros. and approved a budget transfer of \$334,570 for the Spanish Flat Loop Road Project No. 23040. The Pavement Management Program recommended, and staff determined, that an overlay was the best treatment option for this roadway.

During construction of improvements at RDS 23-05, Spanish Flat Loop Road, the Public Works Department determined that additional Hot Mix Asphalt would be required that greatly exceeded the amount estimated on the project Plans and Contract, which resulted in a quantity calculation modification. Additionally, the project Contractor, Goodfellow Bros, hired a professional Surveyor, who located thirteen survey monuments that were not included in the original survey records, nor were they provided within the Plans and Contract.

To provide the appropriate thicknesses of Hot Mix Asphalt to the entire area of Spanish Flat Loop Road, the asphalt bid quantity will need to be increased and the actual tonnage quantity used on Spanish Flat Loop Road will be used as the basis for payment. For any and all monuments at risk of disturbance by construction work, the County is responsible for preserving these monuments within the project area, regardless of whether they were shown on survey record. This budget transfer is essential to properly preserve the survey monuments, as required per the Professional Land Surveyor's Act, and to resurface the entire area of Spanish Flat Loop Road. Competitive bidding now would not have produced an advantage in this instance because Goodfellow Bros. was onsite and familiar with the existing site conditions which kept the overall project costs down.

As a result of the discrepancies for the Hot Mix Asphalt and Monument Lid Installation bid items, the Project Engineer provided two (2) field directives. Field Directive #1 requires the Contractor to provide additional Hot Mix Asphalt, establishing that the County will pay the Contractor at the same bid item price, and the Contractor would be paid based on the actual tonnage of Hot Mix Asphalt placed within the field. Field Directive #2 requires the Contractor to provide additional pre-construction and post-construction corner records for the monuments discovered in the field and to provide a monument well around the monuments at the same bid price set in the contract. The Public Works Department hereby requests an increase in the project budget based on the actual quantity of Hot Mix Asphalt and Monument Wells installed on Spanish Flat Loop Road. The total estimated cost increase for this project is \$254,856, which exceeds the Director of Public Works' authority to execute Contract Change Orders (CCO's) in Resolution 2011-18.

County of Napa
Public Works Department

BUDGET SUMMARY: SPANISH FLAT PAVING: RDS 23-05 and Project 23040						
						5/25/2023
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	\$527,192	\$254,856	\$272,336	\$0	0%	\$272,336
10% Construction Contingency	\$27,234	\$0	\$27,234	\$0	0%	\$27,234
Design and Engineering / County Project Management	\$20,000	\$0	\$20,000	\$0	0%	\$20,000
Design and Engineering Contingency	\$5,000	\$0	\$5,000	\$1,661	33%	\$3,339
Construction Management	\$35,000	\$0	\$35,000	\$0	0%	\$35,000
Environmental, Geotechnical and Special Inspections	\$5,000	\$0	\$5,000	\$0	0%	\$5,000
Permits	\$0	\$0	\$0	\$0	0%	\$0
TOTAL	\$619,426	\$254,856	\$364,570	\$1,661	0%	\$362,909



Napa County

Board Agenda Letter

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www.countyofnapa.org
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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0932

TO: Members of the Governing Board

FROM: Christopher Silke, District Engineer

REPORT BY: Annamaria Martinez, Assistant Engineer

SUBJECT: Approval of letter requesting temporary loan from Napa County of \$1 million, Adoption of the Associated Loan Resolution, Authorizing the Chair to sign the Promissory Note, and Approval of a Budget Transfer to increase appropriations for Fiscal Year 2022-23

RECOMMENDATION

District Engineer requests the following actions as it relates to temporary loan of General Fund moneys to the Napa Berryessa Resort Improvement District (District) (4/5 vote required):

1. Approval of and authorization for the Chair to sign a letter requesting a temporary loan from Napa County pursuant to Government Code Section 25214.4 to provide funding for the operation of the water and wastewater facilities;
2. Adoption of a Resolution approving the loan to provide funding for the operation of the water and wastewater facilities and authorizing the Chair to sign the Promissory Note - contingent upon approval of the loan from the Napa County Board of Supervisors; and
3. Approval of a Budget Amendment appropriating \$400,000 in the Napa Berryessa Resort Improvement District Administration Budget for Fiscal Year (FY) 2022-23, by transferring a loan from the Accumulated Capital Outlay in the amount of \$1,000,000 - contingent upon approval of the loan by the Napa County Board of Supervisors.

EXECUTIVE SUMMARY

Approval of a temporary loan agreement in the amount of \$1,000,000 and the appropriation of \$400,000 of the loan proceeds in the FY 2022-23 operations budget is needed by the Napa Berryessa Resort Improvement District ("District") to cover operations and maintenance expenses for the water and wastewater facilities through June 30, 2023, with the remainder of the loan necessary to cover FY 2023-24 operations and maintenance expenses. The temporary loan is necessary due to a continued loss of revenue caused in part by the

loss of over 100 homes in the August 2020 Hennessey Fire and ongoing customer delinquencies and insufficient rates, additional unexpected operating expenses for near-term water and wastewater system repairs, and projected shortfalls in FY 2022-23. The District will repay the loan as required by Government Code Section 25214.4.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The requested loan source is the Napa County General Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A recent cash flow analysis forecasts the District ending FY 2022-23 with a negative balance of approximately \$400,000 due to a reduction in revenue from customers and additional unforeseen expenses in the operations and maintenance budget. Additionally, revised budget projections (over the next five years), show a cumulative deficit of over \$500,000 by the end of FY 2023-24. The requested loan, if approved, will allow the District to pay vendors for services for the remainder of this FY and through FY 2023-24, and give District staff time to conduct a Household Income Survey within the District and/or to proceed with actions (ie rate adjustment and/or special tax, or other options) to bring the budget into balance.
Is the general fund affected?	Yes
Future fiscal impact:	The District will repay the loan as required by Government Code section 25214.4 which allows the District to avoid being required to repay the funds plus interest for three years. However, it is not anticipated that the District will have the ability to repay the loan within the statutory three year period, which will likely prompt refinancing on the loan term length until such time that a proposed rate schedule, or increase in customers, or addition of a resort, provides sufficient revenue for repayment.
Consequences if not approved:	If the District does not receive a loan from Napa County, expenses will exceed approved appropriations and the District will end the fiscal year with a negative balance. Future operations will be uncertain as the District will be unable to pay vendors for materials and services rendered until either a rate increase is approved through the Proposition 218 process, a special tax is approved by voters, or additional customers are brought online.
County Strategic Plan pillar addressed:	Effective and Open Government

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

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 1 and 2 of the Berryessa Highlands and the Oakridge Estates.

On August 19, 2020, the Hennessey Fire (part of the 2020 LNU Lightning Complex Fire) burned through the community, destroying over 100 homes and damaging infrastructure critical to the operation of the District's water and wastewater facilities. Prior to the fire, there were approximately 330 active customers in the District; there are now 241 active user accounts.

Due to the reduction in the number of active water and sewer accounts after the fire, a high number of active water and sewer accounts missing or with delayed water sewer user charge payments, as well as increased expenditures related to equipment malfunctions and failure both seasonal and unexpected, water and sewer treatment plant process challenges, and additional overtime from the operations contractor to address these issues, the estimated budget shortfall in FY 2022-23 is approximately \$400,000. Additionally, a five-year budget projection completed by a consultant in FY 2020-21 and updated by staff in FY 2022-23, shows an accumulated deficit of over \$500,000 in the NBRID Administration budget by end of FY 2023-24.

Government Code section 25214.4 authorizes Napa County to loan funds to NBRID with a term of up to three years after the end of the fiscal year in which the loan is made, with a 4/5 vote of the Board of Supervisors. NBRID currently has four active loans from the County totaling \$2,839,634, including Loan No. 1 for \$869,000 and Loan No. 2 for \$625,000, which are the result of the consolidation of five smaller loans issued between 2008 and 2012, Loan No. 4 for \$1,000,000 which is an original loan from 2021; and Loan No. 5 for \$345,634 which is an original loan from 2022. The loan requested by this item would become Loan No. 6.

The best interests of the District will be served by requesting a temporary loan from the County in order to pay for District operations and maintenance costs through FY 2023-24, until such time as District staff can complete and new Household Income Study to determine eligibility for Federal and State grant programs to fund infrastructure projects that will address system deficiencies contributing to unexpected expenses, and/or staff can proceed with actions (ie rate adjustment and/or special tax or other) to bring the budget into balance.

The District Engineer therefore recommends that the Board send the attached letter to the Board of Supervisors

requesting a loan of \$1,000,000 pursuant to Government Code section 25214.4. Approval of the loan by Napa County, and the associated requested budget transfer by the Governing Board contingent upon approval by the County to increase appropriations by \$400,000 in the FY 2022-23 budget is necessary to continue operations through FY 2023-24.

RESOLUTION NO. 2023-___ (NBRID)

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT
IMPROVEMENT DISTRICT, REQUESTING A LOAN FROM NAPA COUNTY AND
APPROVING ISSUANCE OF A PROMISSORY NOTE TO BORROW \$1,000,000 FROM
NAPA COUNTY, AND AUTHORIZING THE CHAIR AND SECRETARY OF THE
GOVERNING BOARD TO SIGN THE PROMISSORY NOTE**

WHEREAS, pursuant to California Government Code Section 25214.4, resort improvement districts located within county boundaries are authorized to borrow money from the county, the proceeds of which may be used and expended in order for the districts to perform their functions and meet their obligations; and

WHEREAS, the Napa Berryessa Resort Improvement District (“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 (“County”) known as the Berryessa Highlands and Oakridge Estates; and

WHEREAS, the Hennessey Fire, a part of the August 2020 LNU Lightning Complex Wildfires, burned through the Berryessa Highlands community destroying over 100 homes; and

WHEREAS, the loss of over 100 customer accounts, and increased delinquencies of existing accounts, has led to an annual revenue deficit exceeding \$200,000 annually; and

WHEREAS, this loss of revenue in conjunction with increased expenditures caused by unexpected equipment malfunctions and failures, water and sewer treatment plant process challenges, and additional overtime from the operations contractor to address these issues, is accelerating depletion of the District’s available cash reserves, leading to substantial projected budgetary deficits; and

WHEREAS, the District currently has four active loans from the County totaling \$2,839,634, including Loan No. 1 for \$869,000 and Loan No. 2 for \$625,000, which are the result of the consolidation of five smaller loans issued between 2008 and 2012, Loan No. 4 for \$1,000,000 which is an original loan from 2021; and Loan No. 5 for \$345,634 which is an original loan from 2022; and

WHEREAS, District staff is conducting a household income survey to determine if the District is eligible for State or Federal funding for capital improvements to supplement local revenue, and is investigating other available opportunities to increase revenue into the District to offset the increased expenditures; and

WHEREAS, the effort to conduct a household income survey and investigate or pursue other revenue building opportunities will take between six months and year to complete and does not guarantee additional revenue to cover operational expenditures; and

WHEREAS, without a temporary loan to cover the increased costs of operating and maintaining the water and sewer systems, the District could be unable to pay vendors for services and supplies, potentially leading to under-staffed facilities and equipment falling into disrepair due to a lack of preventative maintenance; and

WHEREAS, the best interests of the District will be served by requesting the County to issue Loan No. 6 in the amount of \$1,000,000 to the District for payment of operations and maintenance expenses during the pursuit of additional funding sufficient to balance the budget and repay loan proceeds;

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

1. The recitals set forth above are true and correct.
2. The Governing Board hereby requests a loan from the County in an amount not to exceed \$1,000,000.00.
3. The Governing Board hereby authorizes issuance of a promissory note (“Note”) payable to the County in an amount not to exceed \$1,000,000. The term of the Note shall be from the date of execution until June 30, 2026. Interest on the Note shall be payable at the same rate of interest that the County applies to funds of the District on deposit with the County.
4. Interest shall accrue and be payable by the end of each fiscal year until the principal is paid in full. The principal amount of the Note shall be due and payable by the end of the fiscal year 2025-2026, together with any accumulated and unpaid interest.
5. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, revenue and other moneys which are received by the District for the general fund of the District. As security for the payment of the principal of and interest on the Note, the District pledges the first “unrestricted moneys,” as hereinafter defined (such pledged amounts being hereinafter called the “Pledged Revenues”). The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be paid from the Pledged Revenues. To the extent not so paid from the Pledged Revenues, the Note shall be paid from any other moneys of the District lawfully available therefor. The term “unrestricted moneys” shall mean taxes, income, revenue and other moneys intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.
6. The Chair is hereby authorized and directed to sign the Note, and the District Secretary is hereby authorized and directed to countersign the Note.
7. The District Secretary is directed to file a copy of this Resolution with the Napa County Auditor-Controller.

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 the 6th day of June, 2023, by the following vote:

AYES:	MEMBERS	_____

NOES:	MEMBERS	_____

ABSTAIN:	MEMBERS	_____

ABSENT:	MEMBERS	_____

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

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>May 31, 2023</u> PL Doc. No. 91859</p>	<p>APPROVED BY BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA 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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2023 PROMISSORY NOTE
(Government Code § 25214.4)

Napa Berryessa Resort Improvement District

\$1,000,000

The Napa Berryessa Resort Improvement District (“District”), duly organized and existing under and pursuant to the laws of the State of California, for value received hereby promises to pay (but only out of the funds hereinafter mentioned) to the County of Napa the principal sum of \$1,000,000, together with accrued and unpaid interest thereon, payable in the manner set forth below.

This Note is issued pursuant to resolutions (“Resolutions”) adopted by the Board of Supervisors of the County, and by the Governing Board of the District on June 6, 2023. Reference is hereby made to the Resolutions for a specific description of the security therein provided, and for the payment of the principal of and interest on this Note, to all of the provisions of which the District's acceptance of this Note hereby consents and agrees and has recourse to all of the provisions of the Resolutions and is bound thereby. All terms defined in the Resolutions shall have the same definitions when used herein, unless otherwise defined herein.

This Note shall bear interest on the outstanding principal amount hereof from the date hereof until payment in full at a variable rate, adjusted annually (commencing July 1, 2023), equal to the rate of interest the County applies to funds of the District on deposit with the County.

Interest shall be payable on or before the dates set forth below and shall be calculated on the basis of a 365-day year for the actual number of days elapsed.

This Note shall be payable in full upon maturity, which shall be June 30, 2026. At maturity, outstanding principal and any accrued but unpaid interest shall be payable at the end of the 2025-2026 fiscal year. Both the principal of and interest on this Note are payable by the Napa County Auditor–Controller in lawful money of the United States of America at the Office of the Napa County Treasurer.

This Note is not a lien, charge or liability against the District or against the Governing Board of the District, or against any property or funds of the District or said Governing Board, except the monies available in the 2022-2023 through 2025-2026 fiscal years as provided in the Resolutions, and neither the payment of the principal hereof nor any part thereof, nor of any interest hereon, constitutes a debt, liability or obligation of the District except as provided in the Resolutions.

The District hereby covenants and warrants that it will pay promptly, when due, the principal of this Note and any interest accruing hereon, all in accordance with the terms hereof and the terms and provisions set forth in the Resolution.

It is hereby certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law.

This Note is subject to call and redemption in whole or in part at any time prior to maturity without penalty or premium by the District giving the County 30 days' prior written notice thereof.

This Note shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

IN WITNESS WHEREOF, the District has caused this Note to be signed in its name by the Chair of the Governing Board and countersigned by the District Secretary, and has caused this Note to be effective on the date of execution.

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>May 31, 2023</u> PL Doc. No. 91861</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the Governing Board</p> <p>By: _____</p>
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NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT

1195 Third Street, Suite 101
Napa, CA 94559-3092
Main: (707) 253-4351
Fax: (707) 253-4627



June 6, 2023

Board of Supervisors
1195 Third Street, Room 310
Napa California 94559

Re: *Request for \$1,000,000 Loan Pursuant to Government Code Section 25214.4.*

Dear Members of the Board of Supervisors:

The Napa Berryessa Resort Improvement District ("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 ("County"), which includes Unit 1 and 2 of the Berryessa Highlands and the Oakridge Estates.

In August 2020, when the Hennessey Fire destroyed over 100 homes in the Berryessa Highlands community, the District's revenue from water and sewer user charges decreased by nearly \$200,000 per year. Compounding this loss of revenue, delinquencies for currently active water and sewer customers has steadily declined due to higher customer delinquencies. Combine the loss of revenue with an increase in operating expenses related to 1) operator overtime necessary to address treatment plant process challenges at the water and wastewater plant and storm-related response, 2) services necessary to repair or replace of multiple unexpected equipment malfunctions and failures, and 3) increased costs for most commodities resulting from inflationary increases throughout the water and wastewater industry, and the District' operations budget is unbalanced and the available fund balance is unable to keep up.

Due to the reduction in revenue and increased expenditures noted above, the District is expected to end Fiscal Year 2022-23 with a large deficit. Additionally, a revised budget projection completed by staff utilizing the tools provided by the consultant that assisted the District with the 2020 Cost of Service Rate Analysis, shows an accumulated deficit through Fiscal Year 2023-24 of over \$500,000.

In an effort to provide staff time to 1) update a Median Household Income Survey to determine eligibility for Federal and State grants for capital projects that will contribute to reduced operating and maintenance costs and 2) proceed with measures (ie, rate adjustment, special tax, other) to bring in enough revenue to balance the budget over the next five years, the District respectfully requests that the Board of Supervisors approve the District's request to issue a loan in the amount of \$1,000,000 pursuant to Government Code Section 25214.4. The term of the new loan shall be from June 6, 2023 until June 30, 2026.

We appreciate the Board of Supervisor's willingness to help the District work through the difficult problems it is currently facing.

Very truly yours,

Belia Ramos,
Chair of the Governing Board
Napa Berryessa Resort Improvement District



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: 6/6/2023

File ID #: 23-0935

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

RECOMMENDATION

Interim County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of May 16, 2023 and will request discussion and direction regarding language access reports prepared by COAD and Live Healthy Napa County.

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, Board members did not have the opportunity to discuss the requests at the time due to the Brown Act. One request was made for further Board consideration. Staff requests the consideration and possible direction for the requests made at the May 16, 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 16, 2023, Board meeting.

The request is to review recent reports prepared by Napa Valley COAD (Community Organizations Active in Disaster) and Live Healthy Napa Valley that provide recommendations for improving access to the Spanish speaking community. The reports are attached.

Today's presentation provides the Board an opportunity to discuss the request and to provide staff direction.

Live Healthy Napa County Language Inclusion Action Listening Sessions Summary Report

May 2023

Introduction

In 2021, the data themes that emerged through a series of listening sessions conducted by Live Healthy Napa County (LHNC) partners were used to collaboratively design and launch the community health projects described below. These projects are based on iterative and consistent community engagement and are designed to be responsive to feedback cycles from the community. LHNC partners prioritized Language Inclusion as one of the four action items. Spanish-speaking families reported concerns about not knowing where to go to receive information about emergencies and available community resources. They also expressed concern about receiving information that was late or inaccurate. Both English-speaking and Spanish-speaking residents in Napa County described a noticeable division between Latine and non-Hispanic white communities in Napa County, naming language as a barrier to connection. The Language Inclusion action team developed a short presentation, including a group interview and a short survey to engage monolingual Spanish speakers in the county, with a focus on learning more about gaps in information and resource access. In 2022, LHNC held three sessions with 61 Spanish-speaking community members to gather information about their experiences with information and resource access. This report shares key findings from those sessions.

Summary of Findings

Group Interviews

A total of **61** people participated in group interviews centered on experiences accessing information and resources in Napa County.

Places to Access Information: Participants indicated they access information from online sources, such as social media platforms, community organizations, and physical spaces and places.

Accessing information: Overall, participants felt they were not receiving the information they needed due to barriers such as misinformation and language access. Participants who did express that they were receiving the information they needed credited trusted messengers in their community for providing the needed information.

Missing Resources and Services: Participants identified gaps in resources and services that include information regarding accessing social services and assistance in a centralized manner, mental health and wellness resources for families, information on emergency preparedness, and activities for youth.

Spanish Language Survey

23 responses were collected using a 10-question survey regarding information and resource access.

Translation Support from Child: 15 out of 23 respondents indicated they either sometimes or always rely on their child to translate for them.

Local Representative: Only five of 23 respondents indicated they knew the name of their local representative (city/county).

Decision-Making at Child's School: Nine respondents out of 22 indicated they sometimes feel included in decision-making processes at their child's school and nine respondents out of 22 indicated they feel always included in decision-making processes. Four out of 22 indicated never feeling included in decision-making processes at their children's school.

Locating Services: 15 out of 22 respondents indicated they sometimes knew where to access services when they were in need.

Accessing Services: 17 out of 22 respondents indicated they sometimes can access services in their language when they need them.

Methods

Data Collection

Participants were recruited with the help of partner organizations, including Parent University and Napa Valley Community Housing. The listening sessions and the survey were conducted in Spanish. Notes were taken at all sessions in Spanish and translated into English for reporting. No names of community members were recorded. The sessions were led by mono-lingual Spanish-speaking community leaders who have been trained in human centered design. Health and Human Services (HHSA) staff and LHNC team members provided notetaking and administrative support. Each listening session took approximately 40 minutes, with 10-15 minutes dedicated to each question. The questions posed to community members are listed below

- *¿Dónde obtiene información?*
[Where do you get information?]
- *¿Siente que siempre tiene acceso a la información que necesita?*
[Do you feel like you always have access to the information you need?]
- *¿Qué información y/o recursos le gustaría tener, pero no está recibiendo en este momento?*
[What information and/or resources would you like to have but are currently not receiving at this time?]

Community members were asked to fill out an optional 10-question survey (See Appendix) in Spanish about their experiences and thoughts on information and resource access at the end of each session. The survey was developed based on feedback and contributions from the members of the LHNC Language Inclusion team. A total of 23 surveys were completed across the 3 sessions. Demographic information, preferred language, age group, and neighborhood were collected. SOGI (Sexual Orientation and Gender Identity) was not collected in this survey. Three surveys were collected via a Survey Monkey link and the remaining 20 were completed on paper.

Analysis

Notes were taken in Spanish during each session to capture participants' feedback; notes were later translated into English during analysis. All names and personal identifiers were removed. The LHNC Language Inclusion team and members of the Napa County HHSA-Public Health Chronic Disease and Health Equity team reviewed community feedback from the listening sessions and categorized responses into relevant themes. Responses to the Spanish language surveys were collected and copied into an Excel sheet. Excel was used to analyze and create charts from survey responses.

Results

Group Interviews

Across three one-hour sessions in 2022, a total of 61 community members participated in group interviews. All participants were monolingual Spanish speakers within the City of Napa. One session was done virtually over Zoom with Parent University and 2 sessions were done in person at Napa Valley Community Housing sites. During each session, community leaders on the LHNC Language Inclusion team and members of the Napa County HHSA-Public Health Chronic Disease and Health Equity team would present a short 10-minute slide deck. The slide deck introduced Live Healthy Napa County and the goal of the Language Inclusion team to identify gaps in information and resource access for Spanish speakers in the county. The remainder of the session centered around three main questions posed to the group.

¿Dónde obtiene información? [Where do you get information?]

Across the three sessions, three information access points were identified by the participants: **Online, Community Organizations, and Physical Places/Spaces**. **Online** resources focused primarily on Social Media platforms. Participants reported the platforms they most often use to search for information were Facebook, followed by WhatsApp and YouTube. Facebook often has resources in Spanish mentioned by participants and can be easily searched in the user's primary language i.e., Spanish. WhatsApp is a popular instant messenger app that is available on all smartphones and serves as a common communication platform. It is an accessible means of information forwarding amongst community networks. YouTube was the platform least mentioned by participants but was identified to be an access point due to the ease of searching for information in Spanish. While the Internet was cited as a place for information, certain barriers were identified, such as the quality of English-to-Spanish translations. An interviewee described where they got information and the quality of the translations they see.

“La calidad de las traducciones es importante: está a veces [la información] traducida literalmente, pero no se entiende.

[The quality of translations is important – sometimes it [the information] is translated literally, but not understandable.]”

Community organizations were identified as a strength due to their ability to remove language barriers by having bilingual staff. The following organizations were identified by participants as sources of information: Parent University, NVUSD (especially parent liaisons), Puertas Abiertas, CRC, and Clínica Ole/Ole Health. These organizations often provide bilingual information, or information primarily in Spanish. **Physical Places and Spaces** are also important sources of information; places identified were Latin stores (known as mercados), laundromats, multi-unit housing complexes, Napa County Health and Human Services – Self Sufficiency (referred to commonly as the ‘Medical office’ by participants), the Salvation Army, and local bulletins where flyers are commonly placed. One participant shared,

“Cuando yo necesito algo voy a la oficina de los apartamentos porque yo sé que si ellos no me puedan ayudar, ellos saben dónde mandarme.

[When I need something, I go to the apartment office because I know that if they can't help me, they know where to send me.]”

This theme of trust echoed throughout the listening sessions. Participants feel comfortable accessing information from people and places that are familiar and trusted.

¿Siente que siempre tiene acceso a la información que necesita? [Do you feel like you always have access to the information you need?]

There were different reasons participants felt like they did, or did not, have access to the information they needed. The participants that felt like they had access to information when needed attributed this to having a **trusted messenger**; someone whom they believed delivers timely and accurate information and resources in their preferred language. Trusted messengers are key information disseminators, particularly in monolingual Spanish-speaking communities. Participants often mentioned specific names of staff members they trusted and whom they could go to if they were in need. By having a trusted source of information, some participants felt they could then provide information to others in their community.

"[Muchas veces la información que recibo aquí en los apartamentos (Napa Park Homes) yo se los doy a conocidos o familiares afuera de los apartamentos.

[Many times the information I receive here in the apartments (Napa Park Homes) I give to people I know or family members outside the apartments.]"

In all three sessions, community members who felt they did not have the information they need identified **barriers such as misinformation and language access**. A participant spoke to the lack of information, not due to the lack of resources but rather the misinformation and barriers that restrict the information.

"Hay muchas ayudas, pero desinformación, y barreras las restringen

[There is a lot of support, but misinformation and barriers restrict it.]"

Language access was identified across each session as an obstacle many community members in Napa face. As previously discussed, accurate and timely translations both, oral and written, are a priority area for participants. Community members who lack a trusted messenger and do not have adequate language access services become frustrated navigating systems of support in the county. A participant spoke out about their experience, expressing frustration when receiving differing information and resources and the inability to get a direct solution to their concern.

"No, diferentes personas me dan diferentes respuestas cuando necesito ayuda o recursos...

[No, different people give me different answers when I need help or resources...]

A participant reflected that despite barriers in their community, individual connections with people were important in overcoming challenges.

"...las conexiones nos ayudan a superar nuestras dudas.

[...connections help us overcome our worries.]"

¿Qué información y/o recursos le gustaría tener, pero no está recibiendo en este momento? [What information and/or resources would you like to have but are currently not receiving at this time?]

When asked what information and resources participants would like but are not receiving, participants suggested specific resources and programs along with improved points of information access. The most common theme that arose across all three sessions is the **need for information regarding social services and assistance** and how to access them. Additionally, two of the three sessions expressed the need for a central point of information to be developed. For some participants, that would be a central office where they could speak to a person and help them navigate their concerns. Other participants wished to see a less hands-on approach, suggesting the creation of a central phone number that they could call and receive information regarding services and programs provided by Napa County. Although discussed at two separate sessions, both groups spoke to the desire for a **central information access point** they could navigate in Spanish. The participants that felt their needs were being met were often credited to their connection to a trusted messenger, such as a staff member at a community organization and/or an employee of Napa County.

*“Siento que recibo mi información porque conozco a personas que trabajan con el Condado
[I feel like I get my information because I know people who work with the County.]*

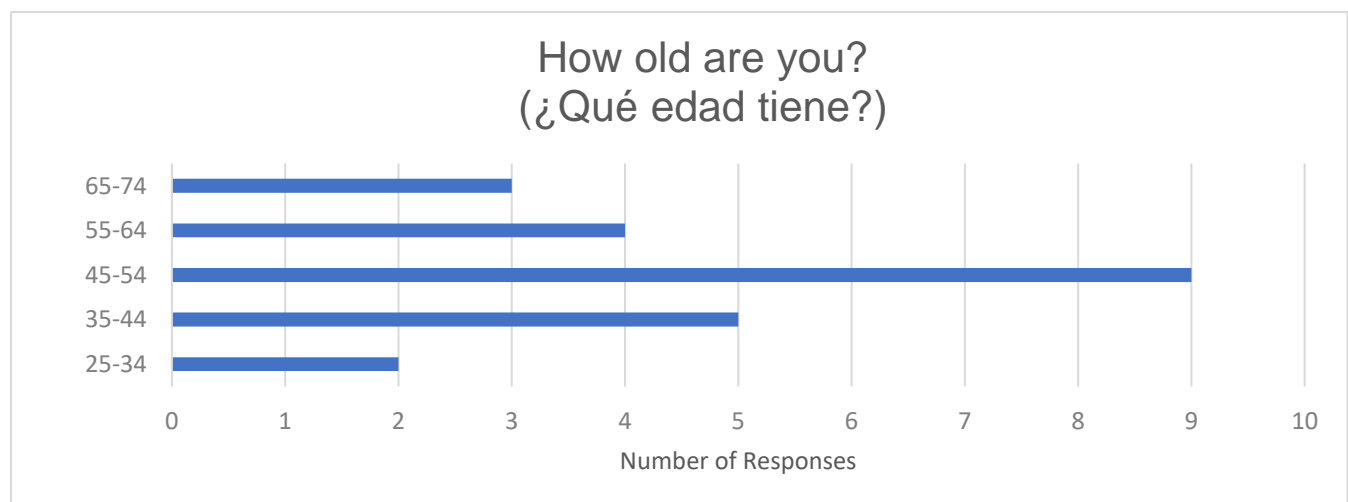
A theme that arose among parents for school-aged children was more **mental health and wellness resources** for their children as well as for themselves. Participants that self-identified as mothers stated that they recognized the impact the COVID-19 pandemic and generational trauma had on their children; they felt they lacked the tools and resources to adequately support their children in these areas. Additionally, those who identified themselves as parents lacked resources and services to support their own mental health and wellness. Parents in one session also identified the desire for **youth activities** (K-12) to engage their children; this included offering more activities as well as improving outreach to Spanish-speaking parents to increase awareness of current opportunities within Napa County.

Emergency preparedness was a concern for participants, particularly regarding fires, PSPS, and the pandemic response. Participants expressed that while recent communications from the County and partner agencies to the Spanish-speaking community have improved since the beginning of the COVID-19 pandemic, there is still a gap in both accurate and timely communications. Communications, such as Nixle alerts, are sent to Spanish subscribers, and participants in the sessions expressed feeling as though Spanish language alerts were sent later than the English alerts or translated in a manner that may have been confusing. A participant shared an experience where they were unable to access a survey due to the use of Spanish vocabulary; they expressed the desire for agencies and community organizations to modify Spanish messaging with a better understanding of the local Spanish-speaking community.

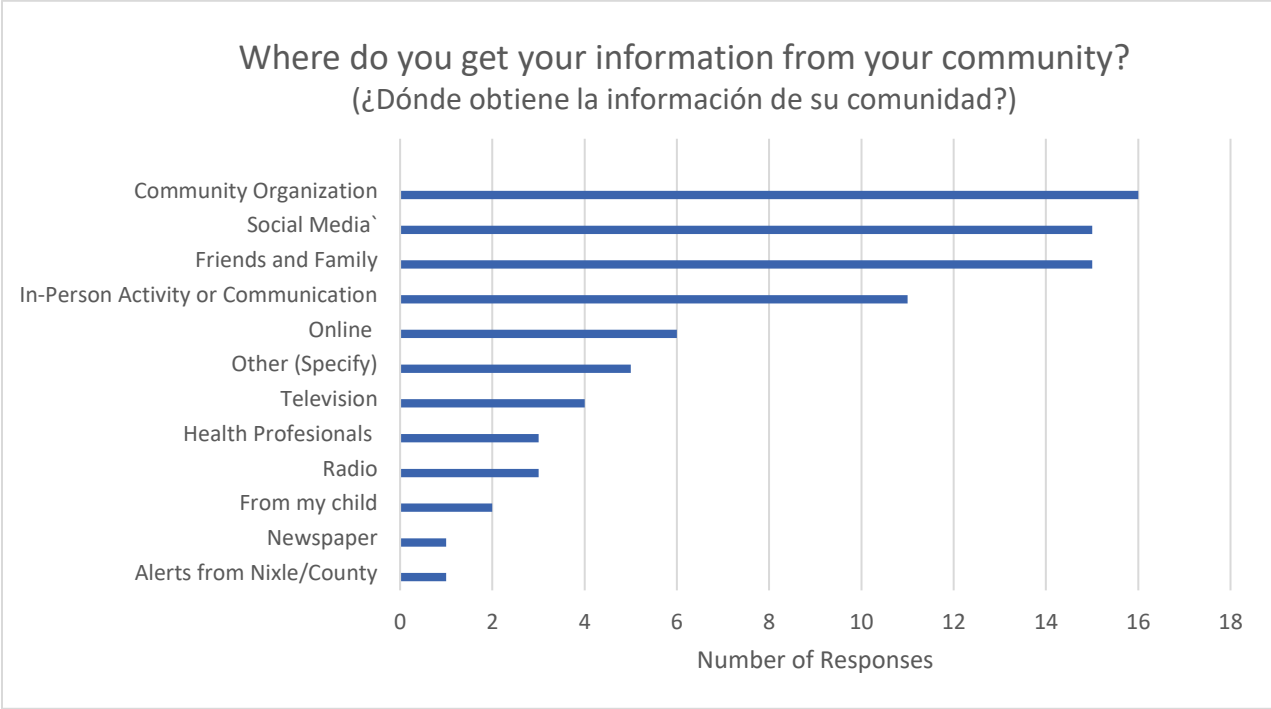
*“Usar el español en una manera que puedo leer y entender
[Use Spanish in a way that I can read and understand].”*

Spanish Language Survey

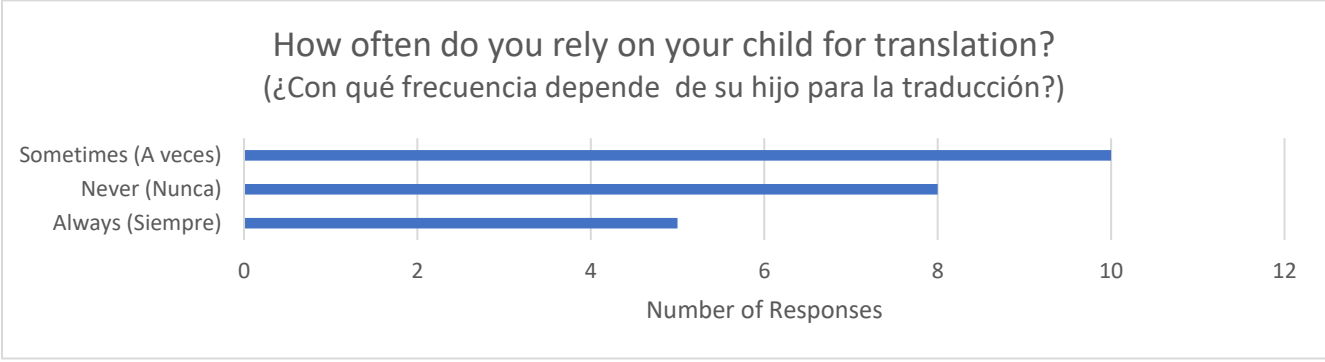
A total of 23 participants completed a 10-question Spanish-Language survey centered on information and resource access. The questions and responses have been translated into English for reporting purposes. All 23 participants identified Spanish as their primary language. The most represented age group of survey participants was 45-54 years old, with nine of 23 survey participants. Five out of 23 participants recorded their age as 35-44 and four out of 23 participants recorded their age as 55-65. All participants self-identified themselves as residents of the City of Napa; specific addresses have been omitted for privacy purposes.



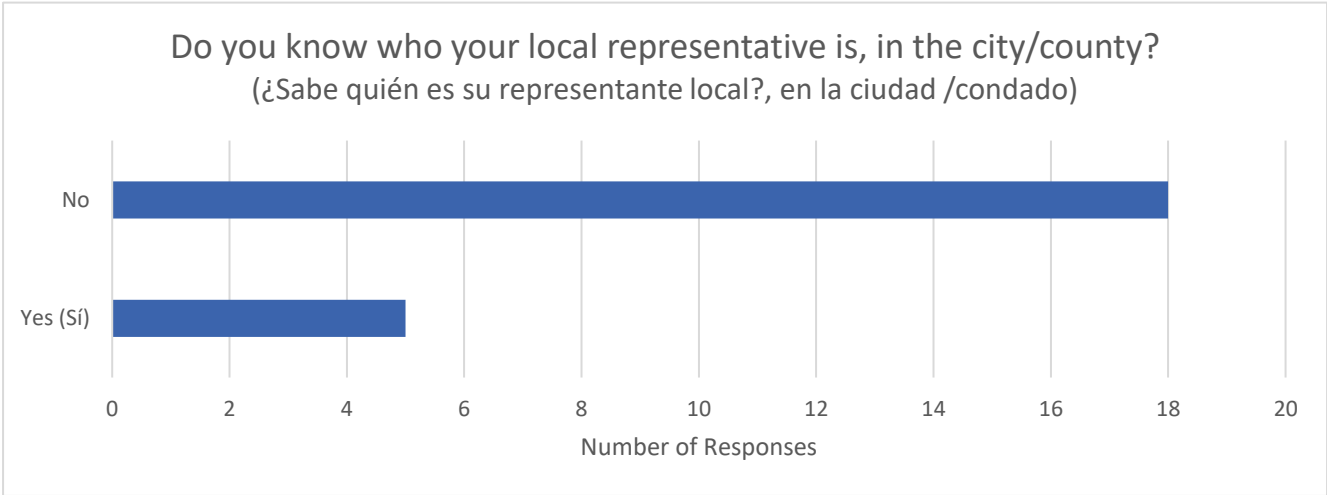
Survey participants were asked to select all the methods they used to obtain information in their community. The top 3 methods were information from a Community Organization, Social Media, and Friends and Family. Information resources such as Nixle/County Alerts, Newspaper, through a child, and Radio fell to the bottom as the less selected methods of obtaining information. Social Media includes responses that selected any of the following platforms: Facebook, WhatsApp, Youtube, and Nextdoor. Ten of the total fifteen responses in the Social Media category selected Facebook. Five responses selected the Other category and all five participants entered the name of a trusted messenger. These trusted messengers were paid staff of Parent University or Napa Valley Community Housing; names have been omitted for privacy purposes. While the listening session participants were not asked to select a specific community organization, Parent University, Napa Valley Unified School District (Social Workers), Puertas Abiertas, CRC, and Clinica Ole (Ole Health) were mentioned by participants.



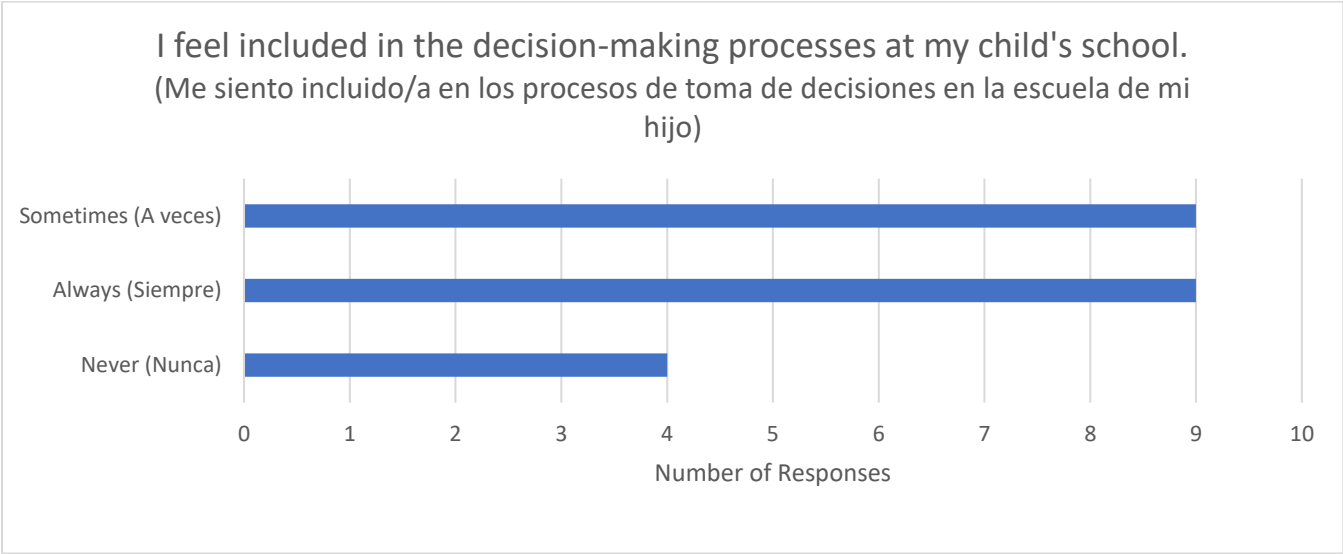
When asked how often they rely on their child for translation, ten out of 23 responded they sometimes do, followed by eight of 23 responding never and five of 23 responding always. The type of translation (written or oral) was not specified nor age of the child.



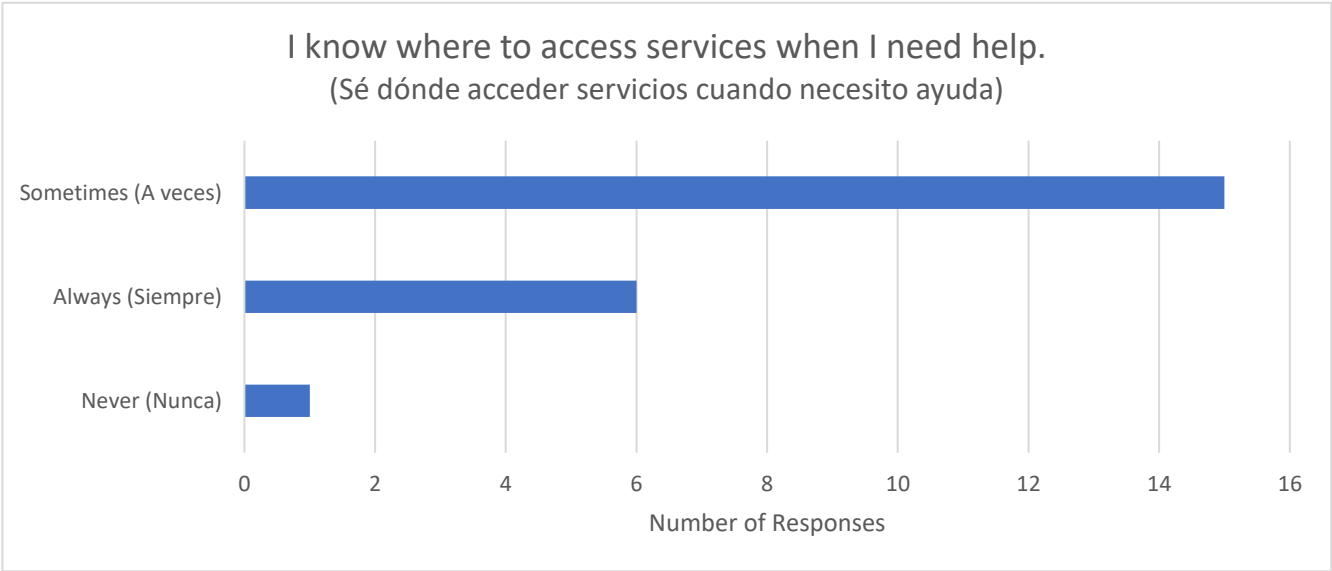
The majority of participants responded by saying they didn't know their local representative. Only 5 of 23 participants responded affirmatively to knowing who their local representative was. All participants indicated they lived within the City of Napa.



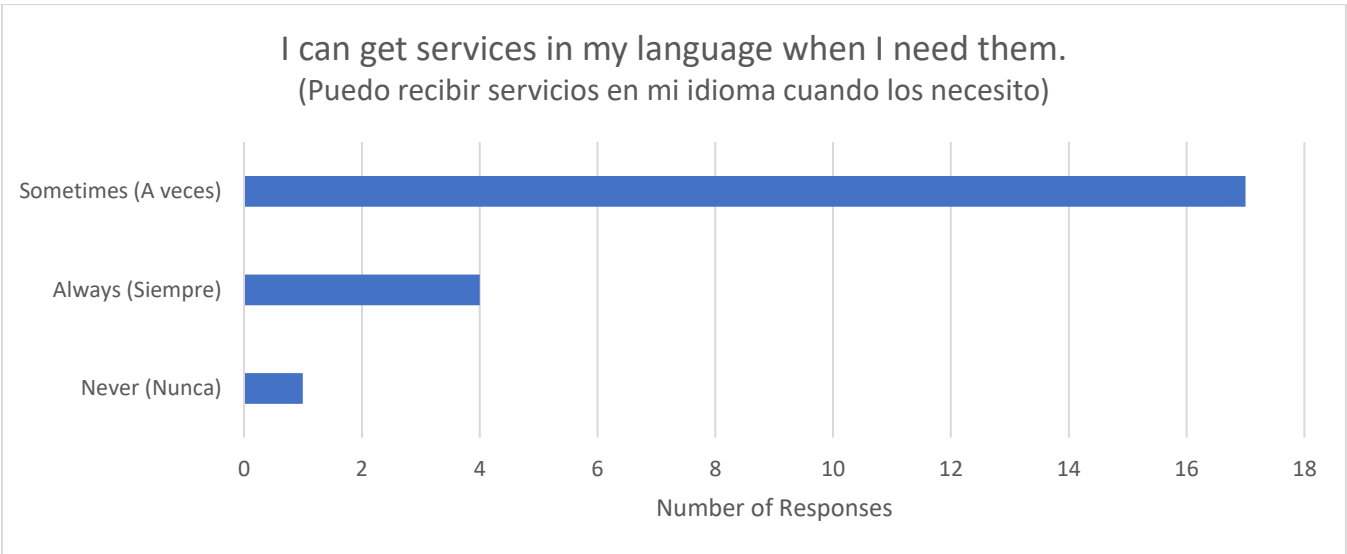
A total of 22 responses were recorded when participants were asked if they feel included in decision-making processes at their child's school. Nine participants out of 22 indicated they feel sometimes included in decision-making processes and nine participants out of 22 indicated they feel always included in decision-making processes at their child's school. Four participants out of 22 responded they never feel included.



22 responses were recorded when participants were asked if they knew where to access services when they need help. The majority of responses, 15 out of 22 responses, indicated they sometimes knew where to access services when they were in need. 6 out of 22 responses stated they always knew where to access services when they needed to. Only 1 out of 22 respondents stated they never felt they knew where to access services when they needed them.



When asked if they can get services in their language when they need them, the majority of respondents stated they sometimes did with 17 out of 22 respondents. 4 out of 23 respondents indicated they could always get services in their language when needed and 1 respondent indicated they could never get services in their language when needed.



The last question of the survey was an open format response asking, *¿Hay algo más que le gustaría compartir?* [Is there anything else you'd like to share]. 7 responses were recorded and 2 of those responses were 'no'. Of the remaining five responses, one participant wrote their desire to have one single access point for information about county services and programs, such as a phone number.

*“¿Por qué no existe en Napa, una sola organización que tenga todos los programas que el condado de Napa ofrece? Sería más fácil tanto como llamar al 211, pero un rumbero en Napa.
[Why isn’t there a single organization in Napa that has all the programs that the County of Napa has to offer?
It would be easier a number like 211, but a number for Napa.]”*

Another participant spoke about the importance of schools as an information access point.

*“Las escuelas son aliados estratégicos para la difusión de la información.
[Schools are strategic allies for the dissemination of information.]”*

Conclusion

Live Healthy Napa County's Language Inclusion team aimed to partner with community organizations as well as community leaders to identify gaps in information and resource access. Using Human-Centered design principles, the team identified opportunities to engage the Spanish-speaking community of Napa through both group interviews and surveys, entirely in Spanish.

The gap in information and resource access for monolingual Spanish speakers impacts several sectors, LHNC partners, and most importantly, members of the Spanish-speaking community themselves. Across three sessions, community members expressed their methods of accessing information and resources as well as the barriers and challenges they face. Trusted messengers and less formal networks of information, such as word of mouth and physical places and spaces, are critical pillars of information access, particularly for those who are monolingual Spanish speakers. Challenges such as timely and accurate translations, and lack of central information access points are opportunities to leverage resources to improve information and resource access for many in the community.

One immediate outcome of this community engagement project has been the development of a document. Using the feedback from community members who participated in these interviews, the Language inclusion team compiled an extensive list of community organizations and physical places that can be used when outreaching to Spanish-speaking community members in Napa County. The goal of this document is to aid community partners in their efforts to provide accurate and timely information and outreach to Spanish-speaking communities across Napa County. By collectively documenting and utilizing informal information networks and physical spaces that have been identified as points of information access by the Spanish-speaking community, organizations can increase access to services and information for Spanish speakers in Napa County.

The themes of trusted messengers and less formal information networks were strongly emphasized during this Human Centered Design process, and this is an area of opportunity to further reduce language access disparities. The LHNC Language Inclusion team will continue to engage Spanish-speaking populations and partner agencies to identify ways to amplify trusted, informal information systems to better serve all community members in Napa County.

Appendix - Spanish Language Survey

Encuesta de acceso a la información para padres que hablan español

¡Estamos trabajando para mejorar los sistemas de información en el condado de Napa y necesitamos su opinión!

1. ¿Cuál es su idioma principal?

☐ Mandarin

☐ Inglés

☐ Español

☐ Filipino / Tagalo

☐ Otra (especifique)

2. ¿Qué edad tiene?

☐ Menor de 18 años

☐ 18-24

☐ 25-34

☐ 35-44

☐ 45-54

☐ 55-64

☐ 65-74

☐ 75+

3. ¿En qué vecindario vive?

4. ¿Dónde obtiene la información de su comunidad?

- ☐ Televisión
- ☐ Periódico
- ☐ Estación de radio
- ☐ Amigos y familia
- ☐ Organización de la comunidad
- ☐ Youtube
- ☐ Facebook
- ☐ What's App
- ☐ Instagram
- ☐ Nextdoor
- ☐ Sitio web del gobierno
- ☐ Funcionarios de salud locales
- ☐ Actualizaciones de Nixle / Condado
- ☐ Proveedor de atención primaria (su doctor)
- ☐ Comunicación o actividad en persona
- ☐ En línea
- ☐ De sus niños/as
- ☐ Otros (especifique)

5. ¿Con qué frecuencia depende de su hijo para la traducción?

- ☐ siempre
- ☐ nunca
- ☐ a veces

6. ¿Sabe quién es su representante local?, en la ciudad /condado

- ☐ Sí
- ☐ No

7. Me siento incluido/a en los procesos de toma de decisiones en la escuela de mi hijo

- ☐ Siempre
- ☐ Nunca
- ☐ A veces

8. Sé dónde acceder servicios cuando necesito ayuda

- ☐ Siempre
- ☐ Nunca
- ☐ A veces

9. Puedo recibir servicios en mi idioma cuando los necesito

- ☐ Siempre
- ☐ Nunca
- ☐ A veces

Encuesta de acceso a la información para padres que hablan español

¡Gracias por completar la encuesta!

La información que proporcionó en esta encuesta se utilizará para mejorar los sistemas de información en el condado de Napa.

10. ¿Hay algo más que le gustaría compartir?



LANGUAGE ACCESS STUDY SUMMARY REPORT

**Highlights from the data collection process
and resulting recommendations**

MAY 1, 2023

NAPA VALLEY COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER

Prepared by: Celeste Giunta

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EXECUTIVE SUMMARY

Language Access is a cornerstone of trust to create a welcoming and inclusive community. Simply stated, language access means providing individuals with limited English proficiency (LEP) with reasonable access to the same services and resources as English-speaking individuals. Language access plans reduce barriers to information, resources, and services in accordance with State and Federal laws. Effective programs set standards that provide equal opportunity for individuals with LEP for civic engagement, health, welfare, and safety. A key aspect of welfare and safety is ensuring ***language access during all phases of disaster***, so community members have equitable access to preparedness and disaster relief information and resources. Data consistently shows that marginalized individuals, in this case those with LEP, are disproportionately impacted by disasters and less likely to fully recover.

Demographic data for Napa County reinforces the importance of language access during all phases of disaster.¹ Napa County's population is over one-third Latino/a; the latest census figures show 34.7%. The county depends on immigrants to support its wine and hospitality industries, with more than 30% of the workforce comprising of Spanish speakers. 27% of Napa County's population are native Spanish speakers (about 37K) and 31% speak Spanish in the home. Additionally, 22% of students in Napa Valley Unified School District are English Learners. This figure is closer to 40% for the Calistoga schools where Latino/a representation in the city is 48%. 21.5% of County residents are born outside of the United States with the most common country of origin being Mexico, including indigenous populations whose primary language may be something other than Spanish, in many case Mixteca. Additionally, Napa County is seeing an increase in Filipino residents who speak Tagalog or one of its dialects. The language landscape in Napa County is becoming more complex; however, Spanish remains the primary second language.

Language access is critical during all phases of emergencies so people are prepared for and able to understand the calls to action during an emergency and know how and where to access information and resources. In 2021, with funding from Providence St Joseph's Community Partnership Fund, COAD in partnership with the County of Napa Office of Emergency Services, embarked on a language access study. The **joint objective of the study was to better understand language access needs and develop communication strategies that maximize the reach and effectiveness of messaging during all phases of disaster**. Areas of inquiry in the study included the accuracy and trustworthiness of information and its sources, the accessibility of information about services and resources, and how timely it was received during each phase of disaster: before, during, and after.

¹Capps, Randy, Kristen McCabe and Michael Fix, *Profile of Immigrants in Napa County*, Migration Policy Institute: May 2012, (<https://www.migrationpolicy.org/pubs/Napa-Profile.pdf>).

2020 Census Data: <https://www.census.gov/quickfacts/napacountycalifornia>

A joint steering committee comprised of COAD and County leaders was formed to guide the study. A data-driven approach, which included four phases of research, data collection, and analysis, was initiated in the early Fall of 2021. The research phases and sources for data collection were selected to provide a comprehensive spectrum of qualitative and quantitative data to support the study objectives.

1. **Preliminary Secondary Research** – to identify what data was available from existing sources
2. **Community Interviews** – to identify access needs by directly hearing from community members about their experiences
3. **Community Survey** – to explore more deeply specific areas of inquiry with more objective data
4. **Community-based Organizations and County Staff Interviews** – to hear the perspectives of individuals who are engaged in providing language access during disasters.

We now have a better sense of the language access landscape in Napa County. The study has provided foundational data upon which to build a baseline and feedback loop to test effective language access strategies and practices going forward. Overall, the data shows that there have been significant improvements in language access since 2017, while helping to identify and confirm key areas for improvement.

The results of this study are best suited for developing recommendations for improved language access strategies and practices to explore going forward. Key recommendations are more fully explored at the end of the report, but include the following:

- Foster community engagement beyond emergency preparedness to help remove stigma/fear associated with seeking information for non-English speakers or individuals with limited English proficiency to promote self-reliance, resilience, and safety. Individuals who are already engaged are more likely to engage during an emergency.
- Help policy and decision makers better understand the experiences and barriers of individuals with limited English proficiency (LEP) to promote support for improved strategies and practices.
- Document an emergency language access plan so that processes and practices are systematized and consistent and not lost due to staff turnover.
- Create linguistically appropriate and culturally responsive translations. Consider the needs of individuals with LEP who have low literacy in their native language. Increase translation capacity and continue to monitor threshold languages.
- Diversify communication methods and sources to meet diverse communication needs and preferences, including more strategic use of radio and video in all phases of disaster. These strategies will also help address the digital divide.
- Ensure consistency in communication processes, emergency terms in English and Spanish, and increase familiarity amongst around processes and terms with communication partners, message amplifiers, trusted messengers, and the broader community.

- Identify and develop specific strategies for integrating a wide range of trusted messengers into language access and preparedness efforts. Work with them be conduits for emergency communications.
- Continue preparedness work and connect LEP and other vulnerable populations to standard alert systems where possible.

COAD will continue to explore areas of inquiry around language access. As part of this effort, COAD developed a revised version of the community survey to be used at outreach and training events during 2023 to better clarify specific needs and establish a feedback loop. COAD will continue to share its findings and work with partners to identify, prototype and test strategies and practices to improve language access and promote self-reliance. This report shares the results and recommendations from this comprehensive data-driven approach to assess and address language access needs in Napa County.

PROJECT OVERVIEW

COAD and the County of Napa Office of Emergency Services embarked on a joint Language Access study in the early spring of 2021. COAD received funding from Providence St. Joseph's Community Partnership Fund to build capacity to conduct a study to improve language access and equity in emergency communications. COAD's proposal looked to build upon the results of a study COAD conducted after the 2017 Napa Complex Fires. In response to the communication gaps identified during the 2017 fires, COAD engaged **Internews** (a communications consulting firm) in 2018 to identify the diverse populations in Napa and their unique needs and preferences for emergency communications. The outcome of the 2018 study was the ***Toolkit for Communicating with Spanish Speakers during Times of Disaster – March 2019***. This report provided a foundation for launching a deeper inquiry into language access needs in Napa County.

Study Background

Based on the joint nature of the work, COAD's Public Information & Outreach Subcommittee and the County's Office of Emergency Services and Public Information Officer formed a joint Steering Committee. As a first step, the Language Access project (LAP) Steering Committee initiated a request for proposal (RFP) in spring of 2021 for technical assistance in researching and developing an appropriate language access plan which would meet the specific needs of Napa County. The resulting proposals did not return the desired results; they were more focused on standard emergency management practices rather than the unique issues associated with language access. As a result, the steering committee decided to take a data-driven approach to develop a language access plan for all phases of disaster.

COAD retained its data consultant, Mechele Small Haggard, to assist in the data collection and analysis. The Steering Committee believed a data driven approach would more effectively identify issues and barriers relevant to language access in Napa County and help to eliminate potential erroneous assumptions that could lead to ineffective strategies and actions that a more theoretical approach might produce.

To provide comprehensive data for improving the reach and effectiveness of emergency communications, the following three data collection sources were identified to help in assessing needs and establishing a baseline and feedback loop for measuring progress and developing effective language access strategies and practices. Another benefit of hearing directly from the community and those engaged in emergency communications is the opportunity to identify areas of misperceptions which can then be addressed.

1. **Empathic Interviews** – Using a human-centered design approach, 14 empathic interviews were conducted to learn directly from community members, in their own words, about their experiences with access to information before, during, and after emergencies. Within Napa County, this approach was successfully used in public-private partnerships to improve the 2020 census participation and targeted vaccine outreach.
2. **Community Survey** - Using data gathered through the qualitative interviews, a community survey was crafted to gain firsthand, more quantitative data from individuals about their

experiences receiving and processing emergency information. 138 responses were completed at COAD training workshops and events.

3. **Community-based Organizations & County Staff Interviews** – Hearing the perspectives of the individuals receiving and then sharing emergency information provided the opportunity to gain insights into the challenges experienced and recommendations for improving language access. 22 extensive interviews were conducted with staff from the County and community-based organizations.

Joint Steering Committee Agreements

As the Steering Committee embarked on its work, the group recognized the need to identify a common understanding of key aspects of language access planning.

- **Joint objective** – To better understand language access needs and develop communications strategies that **maximize the reach and effectiveness of messaging** during all phases of disaster.
- The term **emergency is inclusive of all phases of disaster** including response, recovery, mitigation, and preparedness (aka before, during and after a disaster).
- **Effective communications with the public during emergencies are critical.** Enhancing preparedness communication has the potential to improve response outcomes.
- Language access requires the creation of communication that is **culturally responsive and linguistically appropriate**. Often a strict translation of the English words does not create understandable or meaningful content. Focus on the intent of messages.
- Promote/facilitate access to information during all phases of disaster that is **timely, accurate, reliable, and consistent across threshold/priority languages**.
- **Identify barriers** to receiving information and strategies to address them. Insights gained through the data collection process will deepen our understanding of barriers to receiving emergency communications.
- Implement a plan that will focus on **continuous improvement** in language access and will include a **written language access component in the County’s Emergency Operation Plan**.
- Government must meet various requirements for communications during emergencies. Identify the **legal statutes** applicable to language access and emergency services.

Data Collection Process

Data for the language access study needed to be inclusive of all phases of disaster – before, during, and after. For each phase, the goal was to gain a better understanding of the following features of emergency communication:

- **Accuracy** – Was the information source reliable and trustworthy, was the translation accurate and linguistically appropriate?

- **Accessibility** – Was the information understandable, what were the access points or communication methods, was the information culturally responsive?
- **Timeliness** – How timely was the distribution of information and how quickly was it received and accessed?

The LAP study employed multiple data gathering techniques with the goal being for each source to provide additional insights into how to maximize the reach and effectiveness of emergency communications. Community empathic interviews, a core technique in human-centered design, were used to foster a better understanding of lived experiences in terms of receiving and processing emergency communications. This approach has a proven track record within the County for identifying and addressing barriers to engagement and was successfully used for the 2020 Census public-private partnership to maximize participation. Human-centered design by its nature challenges assumptions that may be erroneous or that lead to solutions which do not effectively address underlying issues.

Overall, **four data sources** were used to provide critical background around language access to better assess needs and develop strategies to meet those needs, as well as establish a baseline for measuring future progress. The following chart provides a summary of all data sources and collection processes. Please note that the secondary research exploration included in the chart was conducted prior to the unsuccessful RFP.

DATA SOURCE	WHY IT WAS INCLUDED	DATA COLLECTION PROCESS	RESULTS OVERVIEW
Secondary Research Review – this was conducted before the RFP process	An assessment of existing data and studies was conducted to determine if there were any foundational data sources which could be used to establish a baseline of access needs and provide a feedback loop for measuring improvement.	Numerous secondary research sources were examined including: data gathered from emergency financial assistance (2020-2021); responses to a fire survivor survey; data from the Local Assistance Center and call center; data from California Human Development; social media analytics; Internews in 2018 study; and a COAD agency survey related to hard-to-reach populations.	The secondary research process showed that no existing data bases or studies provided the foundational data needed for language access. Most were not specific enough in addressing language access. However, the research review did help us to better define the data we were seeking.
Community Interviews – Empathic Interviews using Human-	Engage vulnerable community members to hear directly about their lived experiences during emergencies to gain a better understanding of their experiences and access needs.	Overall, 14 interviews were completed with vulnerable individuals, with 9 through the LAP project and another 6 through the Access & Functional Needs group, which included many older	Through the interviews, the following themes emerged: Preparedness is a privilege; processing information in any language is challenging during an emergency; how can we reduce information overload; how can we help

Centered Design	Gain a qualitative understanding of how people are interacting with information and the effectiveness of communications.	adults. 11 interviews were conducted in Spanish. Interviewers followed an interview guide with open ended questions around experiences in a recent emergency.	people become more familiar with emergency communications before an event; and how can we better use trusted messengers to share emergency communications.
Community Preparedness and Language Access Written Survey	To gain first hand objective data related to key communication needs and preferences within LEP and vulnerable populations. Questions were developed using the results of the interview process.	The survey was not conducted among a random sample, but rather a targeted sample of the individuals of who attended COAD preparedness training sessions and outreach events. Typically, these individuals would not have participated in a survey.	Through the 138 surveys collected, we learned many individuals with LEP found the written survey challenging. Because we were onsite with respondents, we were able to assist them in completing the survey. Deeper insights were gained into language access needs, preparedness needs, and communication preferences.
CBO and County Staff Interviews	We recognized that it was also essential to hear from the individuals who are working to provide information during emergencies to individuals with LEP. We wanted to gain their perspectives on the successes and continuing challenges in doing this work. They serve as critical conduits of information.	22 individuals were interviewed from community-based organizations and the County engaged in sharing information during all phases of disaster. The interviews were conducted by the project data consultant. The questions were approved by the joint LAP steering committee and can be found in Appendix II.	The detailed findings from the interviews were shared with the interviewees and LAP Steering Committee. Key themes were identified for potential action which are summarized for this report. A key finding was how much agreement there was between the private and public sectors on successes and challenges.

PRELIMINARY SECONDARY RESEARCH

COAD undertook a secondary research scan early on to see if there were any reliable and consistent sources of language access data which we could build upon. COAD was seeking to identify a data source which could provide a baseline and feedback loop for measuring future progress. After extensive review of the existing studies and data sources, it was clear that there were no consistent data sources available to provide a comprehensive understanding of language access or a baseline for measuring improvements.

The main gap was that the purpose of these secondary studies was not primarily language access and the population samples varied widely. Additionally, **these studies did not provide any consistent data around the core areas of inquiry for language access: accuracy, accessibility, and timeliness of data before, during and after a disaster.** The secondary research, however, helped to shape other inquiries, including community interview and survey questions. Additional insights were gained regarding communication preferences. Following is a summary of the secondary sources explored and what we learned.

Secondary data sources explored to inform the language access inquiry:

- **Data from the 2020 wildfires** including client information gathered through emergency financial assistance (2020-2021), limited FEMA data, and a broad survey of fire survivors around recovery needs conducted in partnership with Our Town St Helena.
- **Data from the Napa County Local Assistance Center** and public information call center.
- **Data from California Human Development** related to needs of Spanish speakers for assistance during the pandemic.
- **Social media analytics** for COAD and the County's Facebook pages related to Spanish and English posts and events such as Facebook Live.
- Review of the **primary data sources used by Internews in 2018** to understand the language needs and preferences of individuals in Napa and Sonoma Counties after the 2017 wildfires which impacted both counties. Focus groups were conducted by Internews.
- **COAD agency surveys related to hard-to-reach populations** for sharing critical preparedness information.

What we learned from the secondary research:

While we were not able to use the aggregate data to establish a baseline of data and feedback loop to measure progress, we gained some helpful insights into communication preferences before, during and after disasters which informed areas for inquiry in the other data collection steps.

- From multiple secondary sources, we learned that English speakers most often heard about recovery services via official alerts and sources, while **Spanish speakers most often heard about resources via word of mouth or social media.**
- **Nixle enrollment** grew significantly after the 2017 fires (now over 200K subscribers), but is still more preferred and trusted by English speakers compared to Spanish speakers. Unfortunately, Nixle enrollment numbers do not help us assess the effectiveness of communications.

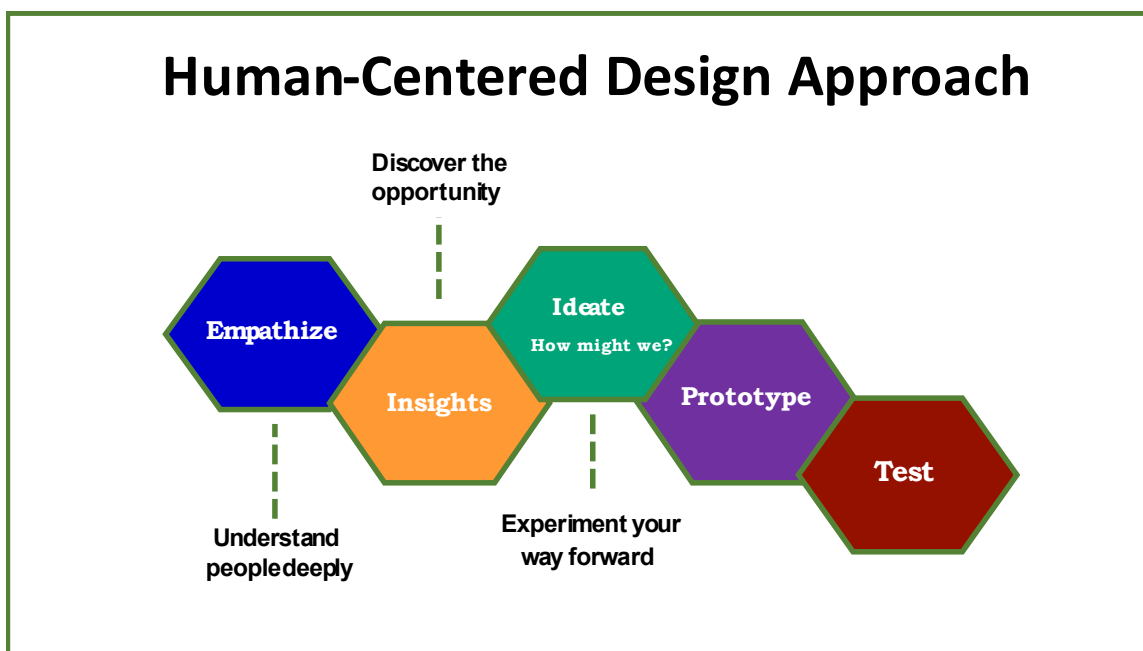
- From the secondary sources, we **found very limited information on the effectiveness of communications** – was the communication accurate, accessible, and timely for receivers to understand the call to action and stay safe? These questions were highlighted in the subsequent three-pronged data collection study.
- County data showed that most individuals who accessed information through the **Local Assistance Centers** after the 2020 wildfires noted **Spanish as their preferred language (72%)**. This is a strong indicator of the need for language access around emergency services.
- COAD partner agencies indicated that individuals with **limited English proficiency have the most challenges in accessing information** and most often rely on in person communication from trusted family members and friends. Community and Faith-based organizations also are important conduits of information.
- The secondary research **reaffirmed some communication preferences** and differences between English and Spanish speakers.
- **Facebook analytics** provided additional insights. Posts in Spanish and English tend to reach select and different populations. More Spanish speakers look to social media during a disaster and for resources after a disaster compared to English speakers. For COAD Spanish posts, the key Spanish speaking demographic reached is women 18-45 years.

COMMUNITY INTERVIEWS

Human-centered design was used for the community interviews. This approach provides a rich opportunity to hear directly from people about their lived experiences in their own words. Keen insights can be gained that likely would not have been identified in a more objective or quantitative survey format. The guiding principle of human-centered design is that when problem-solving, first it is essential to work to truly understand the experience of the individuals encountering the problem, then to design a solution to address the identified problem. The LAP Steering Committee recognized that as a foundation for the language access study, we needed to better understand and identify the issues associated with language access, rather than make assumptions about barriers to access. Human-centered design by its nature challenges assumptions and biases to help ensure the actual, not perceived, needs are being addressed.

Interview Data Collection Process – Human-Centered Design Approach

Human-centered design (HCD) is people-centered, with a focus on identifying the correct problems to address and recognizing that everything is a system. HCD recognize that even small, simple interventions can lead to impactful results. The graphic below outlines the human-centered design steps. The process begins with empathizing through the interview process to understand a person's experience more deeply. After completing the interviews, the next step is to 'unpack' them by reviewing the experiences shared to *discover areas of opportunity* for addressing the issues raised. The Steering Committee, along with other stakeholders, met to 'unpack the interviews' and worked to identify insights which were then translated into '*how might we*' statements to identify potential ideas for addressing the issues raised. The remaining steps of *prototyping and testing* ideas for '*experimenting your way forward*' are still pending. COAD staff hopes over the course of 2023 that we can prototype and test potential access strategies.



The community interview process involved the following:

- ***Interviewee demographics:*** 14 interviews were conducted, with 11 in Spanish. Interviewees included older adults, households with family members who had disabilities, and low-income households from areas throughout the County, including American Canyon, Angwin, Calistoga, Napa, and St. Helena.
- ***Interview format:*** Due to COVID, most interviews were conducted over the phone or via Zoom. Each interview included an interviewer and notetaker, in addition to the interviewee, to ensure complete information was captured. Interviewers were skilled in human-centered design interviewing techniques.
- ***Interview structure:*** The interviews were structured as open conversations for sharing – this is critical for getting people to share their experiences in their own words. Questions/prompts were open ended and provided to the interviewers to initiate the conversation, clarify information, dig deeper, and to keep the conversation flowing. There was no checklist for completing each question; the questions were a resource for the interviewer. Often answers to questions came up as people shared their experiences without the need to specifically ask the question. Most interviews lasted 30-40 minutes.
- ***Interview questions/prompts:***
 - Please share your experiences around a specific emergency in your community such as a fire, earthquake, flood, or the pandemic. What stuck out for you?
 - What helped you to find out what was happening?
 - Where did you get information? What made it hard to get information?
 - What surprised you or was unexpected in your experience?
 - What helped you to take care of yourself and your family? Did you feel prepared?

Community Interview Results – Insights and ‘How Might We’ Ideation

The interview unpacking process involved the LAP Steering Committee and additional stakeholders from Napa County Health & Human Services and COAD agencies, as well as individuals engaged in ongoing emergency communications. The goal in bringing more people to the table to share the interview results was to have more individuals, including decision makers, hear the access challenges directly experienced by community members. Based on the process of unpacking the interviews, the following ‘*how might we*’ ideas were generated which encompass the key insights and themes identified in the interviews.

Broadly focused ‘how might we statements’ related to emergencies and language access:

As the group explored the interviews the following broad ‘how might we statements’ were identified. ***How might we...***

- develop strategies around preparedness that are mindful that preparedness may be a privilege?
- ensure that no matter where people are that they have access to official, accurate information, such as building relationships with trusted messengers on social media?

- reduce the amount of information provided during an emergency and enhance the sense of familiarity during emergencies?
- replicate the feeling and trust of 'word of mouth' information within our emergency systems?
- remove/reduce the stigma of having to ask for information when English is not your primary language?
- encourage individuals to be their own best advocates and not be afraid or embarrassed to seek information when English is not their first language?
- decrease isolation and increase empowerment for caregivers of vulnerable individuals during an emergency?

Language Access focused outcomes:

A common thread through all the interviews is that everyone struggles with processing information during emergencies, but this is further exacerbated when an individual experiences language access challenges. Panic and feeling overwhelmed, as many noted they experienced in their interviews, do not promote logical thinking. This is why having an emergency plan and understandable messages are so critical. **Keeping messages simple and short was acknowledged as an essential strategy for emergency communications.** Based on the interview processing, the following areas were identified for **further exploration to improve language access:**

- How can we create more 'familiar' and 'go to' official communication sources for individuals with limited English proficiency that they trust as much as 'word of mouth' information?
- How can we increase community familiarity with emergency communications and terms during emergencies and keep emergency communications to the essentials so receivers are not overwhelmed?
- How can we capitalize on trusted messengers in multiple venues, including Promotores and social media influencers on Facebook and other media to share emergency communications?
- How can we foster broader community engagement and remove stigma/fear associated with seeking out information for individuals with LEP to promote self-reliance, resilience, and safety. If community members are not already engaged with services, engagement during an emergency is much less likely.

How the interviews informed the community survey

The results of the qualitative **Community Interviews** were used to help focus the areas of inquiry for the more quantitative community survey and provide a broader context for the understanding and interpreting the community survey results. The Community Survey asked questions specific to the following language access needs:

- Access to information to stay safe

- Comfort level in asking for information and about resources
- Use of social media, especially during emergencies
- Preferred language for emergency communications
- Barriers to receiving information
- Knowledge of standard information resources, such as Nixle

COMMUNITY SURVEY – PREPAREDNESS AND LANGUAGE ACCESS

The Community Survey was conducted during COAD’s outreach campaign from May through October 2022. COAD was looking to validate some of the insights gained through the qualitative community interviews. At outreach events and preparedness training sessions, COAD asked participants to complete the survey which was available in English and Spanish (please see Appendix I for the English version of the survey). While the overall sample size is not particularly large, the quality of the data is strong because staff was available to assist respondents in the completion of the survey and answer questions. Overall, the results indicate that language access has improved in Napa County, gaps are narrowing and most residents are receiving and finding the information they need to stay safe (around 75%). The results also provide data on which to build strategies to address remaining language access needs and gaps.

Survey Methodology

The sample for the community survey was not random; we surveyed individuals at targeted community outreach and COAD preparedness training events. In person training events were focused on vulnerable individuals and households in locations where they already meet, recognizing that we would not likely reach these individuals in any other way. Most of the participants would never have responded to a survey conducted on online or by phone. At these events, we were in a unique position to engage individuals directly. We discovered through this process that literacy levels made completing the written survey a challenge for some (15-20%), but because the workshops were in person, staff was able to assist respondents.

The survey focused on gaining information about experiences with emergency preparedness and information access before, during and after emergency incidents. We were particularly interested in their perspectives around the accessibility and understandability of information and their trusted sources of information. At community events where time was a factor, survey respondents were only asked the first set of questions which focused on basic demographics, including language spoken and preferred, whether they were able to access the information they needed to stay safe and access resources they needed for recovery, and their comfort level in asking for information. At training workshops, we worked with participants to complete the entire survey, which included additional questions related to media regularly used to stay informed, as well as during emergencies, and barriers to information access. The complete survey in English is provided in Appendix I.

Outreach events included tabling at community events with many Spanish speaking attendees such as Cope’s Kids Day, American Canyon Meet Me in the Street, American Canyon back to school night, Calistoga Back to School Night, Día de la Familia, Napa Flea Market, National Night Out, Bi-National Fair, and others. Training sessions included Preparedness Training and Meet Your Neighbor classes at low-income housing complexes and those for older adults throughout Napa County.

Survey Results

138 survey respondents were a targeted sample of individuals who are typically hard to reach through standard outreach methods, such as email or social media. The survey results provide distinct opportunities to explore for improving language access.

Demographics of respondents

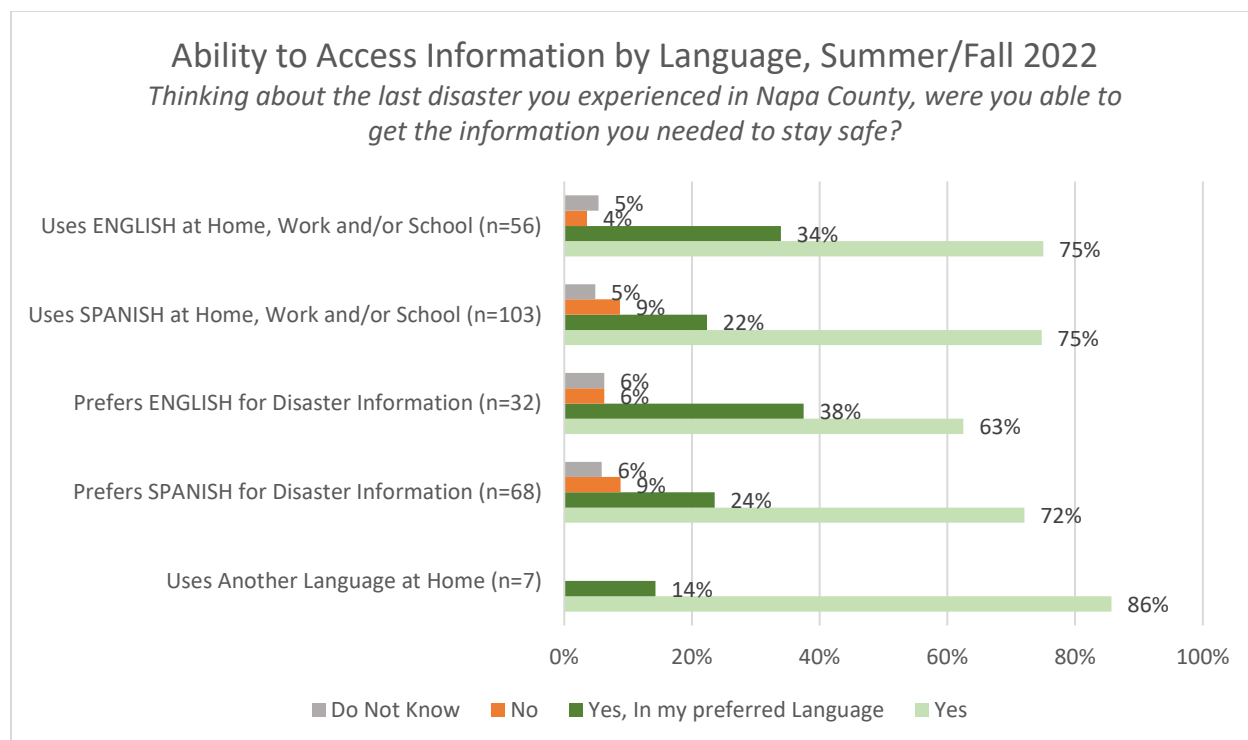
- 138 surveys were collected, about half were from training workshops and the other half from outreach events.
- 67% of the respondents were between the ages of 31 and 65 years. 15% were adults over 65.
- 57% of the respondents identified as female.
- Survey responses were gathered from most municipalities in the County, including American Canyon, Napa, St. Helena, and Calistoga. The highest concentration of Spanish speakers was in Calistoga. The most diverse community was American Canyon.
- Over 100 of the respondents were Spanish speakers. English speakers were included, particularly older adults, to gain a broader understanding of preparedness needs and for comparison purposes.

Ability to access information by preferred language to stay safe.

Survey participants were asked to share which languages they used at home, work and preferred during emergencies. The chart below shows 75% of respondents indicated that they received the information that they needed to stay safe during the last emergency experienced.

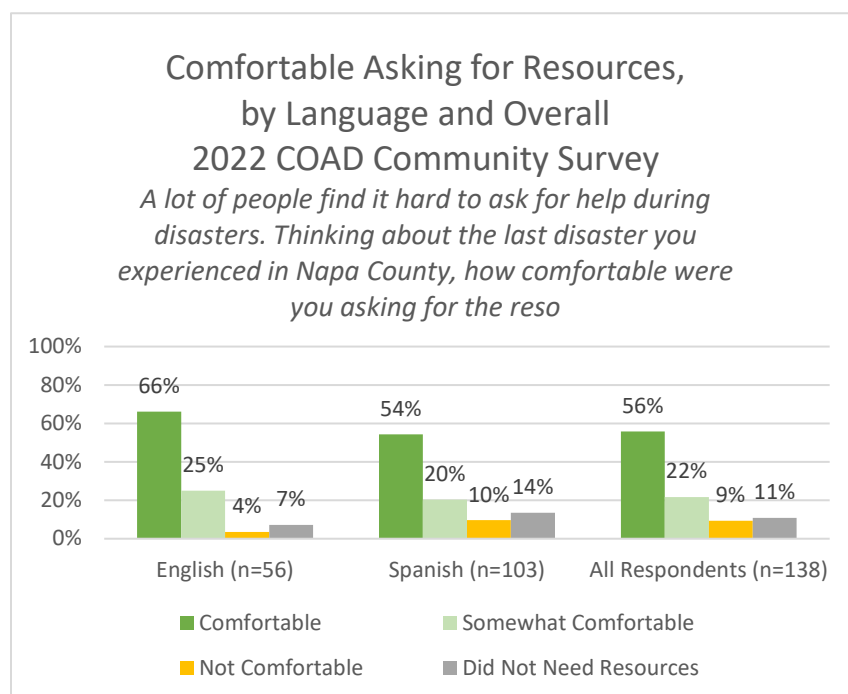
While the data is not overwhelming, it does indicate that individuals who prefer Spanish for disaster communications are to some degree less likely to receive the information they need to stay safe. This is reinforced by the data below related to barriers to information access.

- Of the 68 individuals who indicated they preferred Spanish disaster communications, 24% noted they received information to stay safe in their preferred language. This compares to 38% of the individuals who indicated they prefer English for disaster communication.
- 9% of those who prefer Spanish for disaster information indicated they were not able to get the information they needed to stay safe, compared to 6% of English speakers not being able to access the needed information to stay safe.
- Most respondents also noted they were able to get the information they needed to access the resources they needed after an emergency: 65% of English speakers and 71% of Spanish speakers. In this case, Spanish speakers showed a higher rate of access. This may be due in part to established relationships with community-based organizations where resources are typically accessed.
- 19% of Spanish speakers indicated they were not able to access emergency information in their preferred language and 10% responded they were unable to access information about resources. While this data shows positive trends, it also indicates gaps for some individuals with LEP.



Comfort level in asking for resources

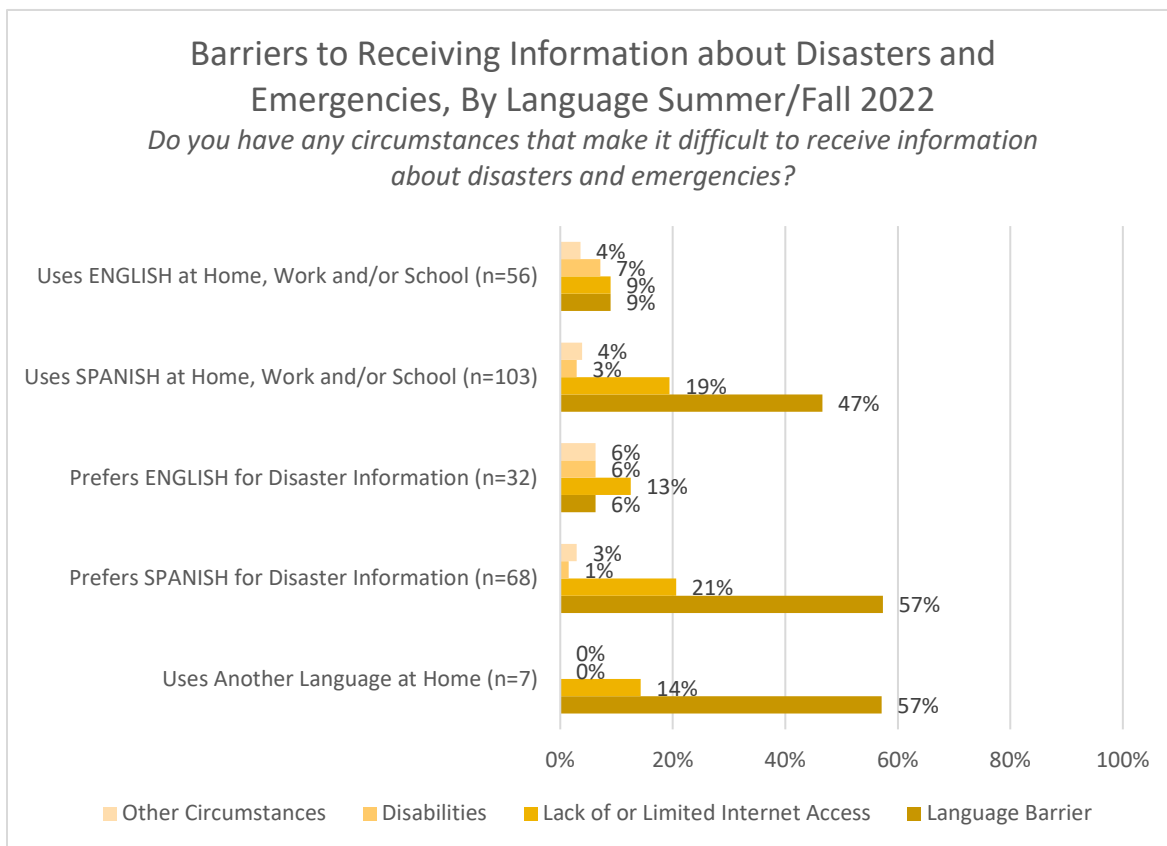
Based on the empathic interviews, concerns were expressed about people advocating for themselves when they were not able to access information in their preferred language. Results from the survey show 74% of Spanish speakers are comfortable or somewhat comfortable asking for resources. This compares to around 90% of English speakers feeling comfortable or somewhat comfortable. 10% of Spanish speakers said they were not comfortable asking for resources



compared to only 4% of English speakers. This disparity is further emphasized in the chart below where 57% of Spanish speakers noted a language barrier for receiving emergency information.

Barriers to receiving information

Over half of the Spanish speaking respondents (57%) noted language access as a barrier to receiving emergency communications in their preferred language. For many Spanish speakers this was compounded by lack of internet access or services (21%). Amongst English speakers, reliable internet access was noted as an issue by 9% of the respondents. Among older adults, many of whom in other venues have noted lack of connectivity, the ability to use technology is another compounding issue. Disability barriers are consistent across languages.



Do you feel prepared for the next disaster or emergency?

While it is heartening to see that more than 50% of respondents to this question felt ready for the next disaster, many others expressed concerns about not being prepared or were unsure what preparedness entailed. Continued preparedness outreach is critical given the numerous hazards Napa County potentially faces. The 2023 winter storms throughout California highlighted the need for more preparedness and safety information around potential flooding and debris flow, as well as unplanned weather-related power outages in all seasons.

- 60% of English speakers said they felt prepared for the next disaster and noted in detail their preparedness activities including Go Bags, having a ride set up to evacuate, a communications back-up plan, and pictures of their household goods. 40% said they were

not prepared. No English speakers indicated that they did not know what preparedness involved.

- 56% of Spanish speakers said they felt prepared for the next disaster. 19% said they were not prepared and 25% said they did not know what to do to get prepared. A total of 44% were unprepared.
- English speakers, especially older adults, were twice as likely to have a packed Go Bag. Some of this was based on the support of property managers in their community.

Are you signed up for Nixle?

Because this question was in the second half of the survey, the sample size dropped. Even within our targeted sample, we were surprised that **less of half of the respondents were signed up for Nixle and the large disparity between English and Spanish speakers: only 45% of English speakers and 16% Spanish speakers.** Individuals in Calistoga and St Helena were much more likely to have signed up for Nixle alerts. Many Spanish speakers were not familiar with Nixle or alerts. Additionally, many noted that certain areas within the County do not always receive Nixle alerts due to poor cell receptions. When we had the opportunity at an event, we assisted individuals in signing up for Nixle.

Information sources and social media most often used:

The questions around information sources and media used asked how frequently the medium was used and if it was used during disasters. The survey results show that most individuals possess a cell phone, though not all are smart phones, and that they can receive text messages. The results also show that **texting is a communication method almost 100% of the respondents use daily.** Because these questions were at the end of the survey, the sample sizes were not as large and varied, but the responses provide helpful insights.

- **Texting** is the most pervasively used communication tool. Almost all respondents reported texting daily.
- **WhatsApp** is second among Spanish speakers. WhatsApp is often used by individuals who communicate internationally and it is an opt in messaging app.
- **Email** is used regularly by about **half the respondents**, but most do not use email during a disaster.
- **Facebook** is the most frequently used social media with about 40% of the respondents indicating that they use it daily. A low of percentage of Spanish speakers indicated that they use Facebook during emergencies, while no English speakers indicated that they use social media during emergencies.
- **Instagram, Twitter, and TikTok** were low usage social media tools for adults regardless of language.
- **Newspapers** are a **key communication source for older adults.** About half of the respondents indicated that they never read newspapers. Newspapers have very limited functionality in emergency communications, but could be a tool for preparedness messaging.

- **News on the internet** - About half the respondents noted that they get their news via the internet, but do not access emergency information via this medium.
- **Radio is a daily source of information for about half of the respondents**, including both English and Spanish speakers. KVON is now fully in Spanish in response to community needs and interest identified by WineDown Media. KBBF, a bilingual public radio station out of Sonoma County, is a key source of information for Spanish speakers UpValley. Use of radio during an emergency among Spanish speaking respondents is currently about 10%. However, radio could prove to be an important source for providing preparedness and emergency information and relief resources if effectively promoted, especially given regular use of the medium outside of emergencies
- **Television** is a very popular medium regardless of language. Spanish speakers are more likely to look to television for emergency information, but the survey results do not indicate television as a primary source for immediate emergency information.

COMMUNITY-BASED ORGANIZATIONS AND COUNTY STAFF INTERVIEWS

The language access study sought to identify gaps in access, as well as opportunities to build on communication successes and strategies already working. As part of this process, it was important to gain insights from the senders/sharers of information in the County and Community-based organizations (CBOs), not just the end receivers of information. County and CBO staff often are not the originators of emergency communications, but are typically in the middle of the communication chain. This intermediate role creates unique challenges.

The goal of these interviews was to better understand how the existing information system functions and how information is received and then subsequently shared by agencies/departments engaged in the information stream. Interviewees were also asked to reflect on areas where the current system is working well and where it could be strengthened. **The full list of interview questions can be found in Appendix II.** Like with the community interviews, the insights gained were used to refine areas of inquiry in the Community Survey.

Methodology

During December 2021, COAD's Data Consultant, Mechele Small Haggard, was engaged to conduct interviews with **22 individuals engaged in sharing emergency communications** from community-based organizations and relevant County departments. Individuals were selected by the LAP Steering Committee for their varied roles in communications to ensure a broad range of perspectives. Key characteristics of interviewees included:

- Twelve interviews were conducted with fourteen staff from the County. Functional areas included first responders, emergency services, health and human services and public health, housing and homeless services, and emergency care and shelter.
- Eight interviews were conducted with eight staff from community-based organizations, primarily from family and community resource centers and housing support who regularly support vulnerable populations in Napa County. These are the same agencies more often engaged in COAD's emergency response efforts.
- One interviewee also spoke from their role as a community volunteer during disasters.
- Seven of the interviewees are monolingual and speak only English, while fifteen respondents are fluent in English and Spanish.

All the interviews were conducted over Zoom. The interview questions were agreed upon by the joint LAP Steering Committee and asked about the interviewees experience with disasters, their role in disasters, how they receive and share disaster and emergency information, and their recommendations for improving language access (Appendix II includes the full list of interview questions). The interviews were recorded and transcribed with the permission of the interviewees. The transcripts were sent to the interviewees for review and editing.

Results - Themes and recommendations identified in the CBO and County staff interviews

The findings from the interviews were compiled into a comprehensive document which includes many detailed responses from participants to each of the questions. In addition, the findings included specific considerations for language access planning. For purposes of this report, we are sharing key themes and potential areas for action. It is important to recognize that the interview findings represent individual perspectives. All interviewees acknowledged that tremendous progress has been made to improve language access in the last five years and agreed that we need to take the time to celebrate these successes as we continue to work on improvements. **Successes and identifying what is working provide powerful foundations for moving forward.**

Interviewees highlighted the following improvements in their remarks:

- Improved quality and timeliness of Spanish messages with certified translators who are county staff.
- Access to a translation team in the Emergency Operations Center.
- Pre-planning in place around language access with communication templates.
- Shared recognition about what needs to be done and continued work toward those goals.
- Improved collaborations and partnerships - everyone knows each other better and there is a foundation of trust.
- Increased outreach by the County. Many noted that Facebook Live in Spanish during the pandemic was well received.

*We are
learning and
improving
every day!*

As COAD reviewed the findings, we were looking for the successful strategies to prioritize going forward, as well as gaps and areas of improvement. A key finding was how consistent the perspectives were between the County and CBO staff related to what is currently working well and the areas for improvement. The following consistent themes from the interviews pose questions around the areas for improvement and recommendations and how we can better collaborate.

- **Better prepare COAD partners for receiving and sharing disaster information.** How can we make this process easier, especially when sharing information in Spanish? Clarify the **terms used in different emergencies** and the roles of key actors in response (fire, sheriff, etc.). Engage and train message amplifiers, including trusted messengers.
- **Better prepare and familiarize community members** to receive emergency communications. Clarify and ensure consistency in the **language/terms used in different emergencies** and the roles of key actors in response (fire, sheriff, etc.). This need was reinforced in the community interviews.
- **Clarify the information flow and roles and responsibilities** between the county and COAD and COAD and its members during disasters. Incorporate first responders into the

graphics depicting the communication flow. Clarify partner roles and responsibilities. Take a deeper look at how information is shared with evacuees.

- **Document processes** so that they are available for future events. Currently, many processes are lost once someone leaves their current role. **Incorporate language access planning into Emergency Operations Plans, including at the County.**
- Explore how to better **diversify our communication methods**. How do we support people who are not digitally connected either by choice or because they lack the resources for access, as well as supporting the community during a potential loss of connectivity in a disaster? How do we incorporate sharing information via radio (Spanish and English formats), written notices at key gathering spots, social media, using trusted messengers, videos, and television.
- **Assess translation capacity** available during emergencies. How can we better collaborate across agencies and prepare for needs to ensure content is linguistically appropriate? Should COAD explore hiring a translation service?
- Continue to **get to know our audiences better with more in person engagements** and seeking out households that are not tuned into mainstream communications. Explore ways to improve outreach efforts and address cultural differences. Continue to partner with CBOs that work closely with hard-to-reach populations.
- **‘Culturally appropriate’** was determined to be an ambiguous and unhelpful phrase. What we learned from all data sources was that **the most effective communications, especially during emergencies, regardless of language preference, are concise, focused messages that can be readily understood**. How can we support messaging that achieves these goals.
- Ensure that **policy and decision makers better understand the lived experiences of individuals with language access needs during emergencies**. How can we incorporate the perspectives and experiences of message receivers into language access planning for more effective communication delivery?
- Explore how we can **create more shared learning opportunities** with COAD partners and the County, especially around the data we are gathering and planned improvements. How can we incorporate shared experiences and debrief/dialogue together on successes and areas for improvement and build on existing partnerships?
- **Acknowledge the trauma of individuals experience working in emergency response** and provide forums for supportive services or sharing experiences. How can we use shared lived experiences to inform future disaster response protocols to support those engaged in the response?

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

The data shows tremendous progress has been made in language access: more accurate and consistent information is provided in Spanish and most people (about 75%) believe they are receiving the information they need to stay safe and to find the resources they need. At the same time, many Spanish speakers are not prepared for the next emergency, are not tied into official alerts, and are not receiving information in their preferred language which leaves them more vulnerable during emergencies.

We now have significantly more data on which to build and test effective language access strategies and practices. Using multiple data results, we can focus on the key areas where gaps were identified. Taking a data-driven approach means we are not guessing about needs; numerous access themes, including successes and gaps, are reinforced across data sources. This allows us to be more confident in developing effective strategies to address needs.

57% of Spanish speakers noted a language barrier in the community survey. Having information in Spanish provides a more welcoming and safer space for Napa County's many Spanish speakers and immigrants. Fostering broader community engagement and working to reduce the stigma/fear often associated with seeking out information when English is not your primary language are foundational strategies for promoting trust in emergency communications and building self-reliance, resilience, and safety.

Key themes identified in COAD's study are further reinforced by a recent language access focus group study conducted by Live Healthy Napa County. Taking a human-centered design approach amongst 61 community members, they focused on three questions: Where do you get your information; Do you have access to information when you need it; What information/resources would you like to have but don't currently have? For the last question, emergency preparedness information ranked #3 in their needs.

Like the COAD study results, the majority (77%) of individuals responded that they could access the information they need, but also like the COAD study identified barriers and potential strategies to address them:

- Translations are often too complicated and lack cultural context.
- Trusted messengers include community-based organizations and health care providers.
- Identified physical locations for accessing information including markets, apartment complexes and laundromats, as well as County Health and Human Services. Property managers are key trusted sources of information. These locations could prove important for diversifying communication methods.
- For social media, Facebook was a top source.

Objectives achieved through the LAP study:

Our overarching goal was to better understand language access needs and identify strategies to maximize the reach and effectiveness of emergency communications. Based on the study results,

we have a much better understanding of needs and progress can be noted in many areas. Improvement areas need to focus on addressing the reach and effectiveness of emergency communications, as well as documenting practices and strategies.

STUDY OBJECTIVES IDENTIFIED	CURRENT STATUS
Creation of communication that is culturally responsive and linguistically appropriate. Often a strict translation of the English words does not create understandable or meaningful content. Communication created in the language to convey the message intent is linguistically more appropriate.	Currently, more translations are geared toward the meaning and intent of the message and not literal translations of the English. For COAD materials, we are creating content in Spanish based on the intent of the message. This was a key development feature of the Spanish Meet Your Neighbor booklet.
Promote/facilitate access to information during all phases of disaster that is timely, accurate, reliable, and consistent across threshold/priority languages.	The study data provides a broad baseline for the current status of language access in Napa County. COAD will continue to use the community survey at outreach and training events to better clarify needs identified and to measure progress.
Identify barriers to receiving information and strategies to address them. Some initial barriers identified include complexity of messages, inability to find information, low literacy, not connected to and unaware of communication resources, and digitally challenged either because of limited access or choice.	Barriers were identified through multiple data sources, but we still need continue to learn more about specific barriers and develop strategies to address them. Work will continue through outreach efforts, as well as prototyping and testing, to gain deeper insights and promote continuous improvement.
Work with the County to implement a plan that will focus on continuous improvement in language access and will include a written language access component in the County's Emergency Operation Plan.	COAD is committed to continuous improvement. COAD will continue to use a revised version of the community survey to continue to assess needs and the effectiveness of implemented language access strategies and practices. A written plan as part of the County's Emergency Operations Plan is still pending. COAD will host a member equity and diversity workshop in July 2023 to better document language access strategies for COAD work.
Identify legal statutes applicable to language access	All agencies that receive federal funding are required to have a language access plan.

Recommendations for moving forward

While tremendous progress has been made in language access in Napa County, the study results point to important opportunities for further addressing language access barriers and closing gaps.

COAD agencies through the recent member and stakeholder survey have indicated that equity, inclusion, and language access must be priorities for COAD. Key recurring themes from the various components of the study to address access barriers include: fostering broader community engagement, increasing familiarity with emergency communication; strategic use of a range of trusted messengers and information sources; improving connectivity and diversifying communication strategies; and ensuring linguistically appropriate understandable communications. We want to ensure that during an emergency, community members understand the emergency communications they receive and the calls to action they contain to remain safe.

The recommendations below highlight the work already in progress by COAD, followed by broader recommendations to consider for improving language access. The recommendations are consolidated from the combined data collection results.

COAD work underway:

- COAD has focused on ensuring its materials **are linguistically appropriate and culturally responsive**. Content for Spanish materials is developed by focusing on the intent of the messages. Spanish materials are reviewed by a broad range of speakers across community-based organizations and native speakers to ensure information is understandable.
- To address **low literacy levels** (15-20% of respondents) identified during the distribution of the community survey at training and outreach events, COAD has updated all **preparedness materials to be more visual and use simpler language** (targeted to a 3rd to 5th grade reading levels). COAD plans to make greater use of short accessible **video communications**.
- To create a **feedback loop** and provide for continuous improvement, COAD will continue to **administer an updated community survey** at training and outreach events. We will work to clarify several areas of inquiry around sources of trusted information, use of official alerts, understandability of official alerts and calls to action, and what specific barriers people experienced in accessing information in their preferred language.
- Based on the community survey results, COAD will continue to **offer preparedness outreach and education focusing on more remote and marginalized communities**. Nearly half the Spanish speakers who completed the survey indicated that they were unprepared or did not know what ‘preparedness’ involved.
- COAD has been working to help agencies better understand the **flow of information during emergencies**. We continue to update graphics outlining communication flow and will incorporate this information into our Subcommittee Operating Guide and training series.
- COAD will continue to **focus on Facebook for social media engagement**. The data from the community survey indicates that this is the most used social media among key target populations.

Broader recommendations:

- **Foster broader community engagement and trust before a disaster** or emergency strikes. People are much more likely to use official sources of information if that trust is established. Increasing community engagement would also help to build self-reliance and self-advocacy during emergencies.
- Ensure that **policy and decision makers better understand the lived experiences of individuals with language access needs during emergencies**. Incorporate the perspectives and experiences of message receivers into language access considerations for more effective planning.
- **Create a glossary of emergency terms** in English and Spanish to be used consistently across agencies to reduce potential confusion during an emergency. Clarify and ensure consistency in the **language used in different emergencies** and the roles of key actors in response (fire, sheriff, etc.). Ensure the standard language is linguistically appropriate. This need was reinforced in the community interviews.
- **Better prepare COAD members and partners for receiving and sharing disaster information, especially in Spanish**. Clarify and simplify the processes. Use the Subcommittee Operating Guide and training series to better inform agencies about the flow of emergency communications, the typical language used in different emergencies, and the roles of all parties in disaster response.
- **Better prepare and familiarize community members** for receiving emergency communications and calls to action. Gain a better understanding of how people process information during an emergency for more effective messaging. Work to get Spanish speakers tied into official alerts. Work to better understand barriers to language access and close communication gaps.
- **Document processes** so that they are a standard part of the response process and independent of staff turnover. Work with the County to **incorporate language access planning into Emergency Operations Plans**.
- **Diversify communication methods**. Continue to explore how to support people who are not digitally connected due to a lack of resources or who live in areas where access is limited. This is also important in the event of potential loss of connectivity during a disaster. Explore how we can incorporate sharing information via **video and radio** (Spanish and English formats), written notices at key gathering spots, social media, and trusted messengers. UpValley Family Centers notes that 10% of their clients lack high-speed internet.
- Identify and develop specific strategies for **integrating a wide range of trusted messengers** into language access and preparedness efforts. Work with them be conduits of emergency information.
- **Directly engage school districts and incorporate them more into the communication flow before, during and after disasters**. They have direct **text access** to thousands of families, including large numbers of Spanish speakers. School districts are trusted messengers and texting is a medium almost everyone uses daily and during emergencies.
- **Focus on linguistically appropriate translations**. ‘Culturally appropriate’ was determined to be an ambiguous and unhelpful phrase. What we learned from all data sources was that **the most effective communications, especially during emergencies, regardless of language, are concise, focused messages that can be readily understood**. This also facilitates language access.

- **Continue to clarify the information flow and roles and responsibilities** between the county and COAD, and its members during disasters. Incorporate first responders into the graphics depicting the communication flow. Clarify partner roles and responsibilities. Take a deeper look at how information is shared with evacuees.
- **Increase translation capacity** during emergencies for both digital and in-person communications. Data from the Local Assistance Center from the 2020 wildfires showed that 72% of evacuees who visited were Spanish speakers. Explore how we can better collaborate and prepare for LEP needs and ensure content is linguistically appropriate.
- **Prioritize preparedness events in Spanish** or have bilingual events with simultaneous translation available. Continue to **get to know our audiences better through in person engagements** and seek out households not tuned into mainstream communications. Explore ways to improve outreach efforts and address cultural differences. Continue to partner with CBOs that work closely with hard-to-reach populations.
- Explore how we **create more shared learning opportunities** with COAD partners and the County, especially around the data we are gathering and planned improvements. We must continue to find ways to incorporate shared experiences and debrief/dialogue together on successes and areas for improvement and build on existing partnerships. Partner with Live Healthy Napa County to build on our shared learnings around language access and develop complementary strategies and practices.
- Consider more concerted **youth engagement** in language access and preparedness work. Connect with existing school groups, such as LAYLA and the Wellness Centers, and identify volunteer opportunities in preparedness and language access for high school students.

COAD will continue to explore areas of inquiry around language access. As part of this effort, COAD has developed a revised version of the community survey to be used at outreach and training events during 2023 to better clarify specific needs and establish a feedback loop. COAD will continue to share its findings and work with partners to identify, prototype, and test strategies and practices to improve language access and promote self-reliance among LEP community members.

APPENDICES

- I. Community Survey – Preparedness and Language Access**
- II. Community Based Organizations and County Staff interview questions**

APPENDIX I

COMMUNITY SURVEY – PREPAREDNESS AND LANGUAGE ACCESS

Disaster and Emergency Information

This survey asks about your experiences getting information before, during and after disasters and emergencies. Your honest answers help us keep our communities safe. Thank you!

Thinking about the last disaster you experienced in Napa County... (Check all that apply)	Yes	Yes, in my preferred language	No	Do Not Know
1. Were you able to get the information you needed to stay safe?				
2. Were you able to get the information to find the resources you needed?				
A lot of people find it hard to ask for help during disasters. Thinking about the last disaster you experienced in Napa County...	Comfortable	Somewhat Comfortable	Not Comfortable	Did not need resources
3. How comfortable were you asking for the resources you needed?				

The next few questions let us know who has responded and who we still need to reach out to. All questions are optional. Please complete those you are comfortable sharing. Thank you.

4. How long have you lived in Napa County? (number of years):

5. Where do you live in Napa County? What is the name of your community?:

(for example: Calistoga, Vineyard Valley, Circle Oaks, Angwin, West American Canyon, Central Napa, etc.)

6. Your age	7. Your gender	8. Your race ethnicity

9. Which languages do you use? Which do you prefer for disaster communication? (Check all that apply)

Language	I use this at Home	I use this at Work or School	I prefer this language for disaster communication
English			
Spanish			
Tagalog			
Chinese			
Hindi			
Another Language			

10. If you indicated Another Language, please let us know the language here:

11. Do you have any circumstances that make it difficult to receive information about disasters and emergencies?

- ☐ Language Barrier
- ☐ Lack of or Limited Internet Access
- ☐ Disabilities
- ☐ Other Circumstances

12. If you indicated Other Circumstances, please let us know your situation here.

13. The next few questions are about where you get your information in general. It helps us know how to reach people with preparedness resources before a disaster and during a disaster or emergency.

How often do you use...	Daily	Weekly	Occasionally (less than weekly)	DURING DISASTERS and EMERGENCIES	Never
Text					
WhatsApp					
Email					
Facebook					
Instagram					
Tik-Tok					
Twitter					
Other Social Media					

How often do you...	Daily	Weekly	Occasionally (less than weekly)	DURING DISASTERS and EMERGENCIES	Never
Listen to the radio					
Read the newspaper					
Read websites for news					
Watch TV					

APPENDIX II

Community-Based Organizations & County Staff Interview Questions

Part 1 - Receiving Information:

1. **How do you RECEIVE information during each phase of disaster/emergency? What are your sources?**
 - a. BEFORE/Preparation
 - b. DURING/Response
 - c. AFTER/Recovery
2. **Have you RECEIVED information in more than one language?**
 - a. If yes, please describe (what phase of disaster/emergency, the type of information, what was available, the source, etc.)
3. **Thinking about the need for information to be accurate, accessible, and timely, how satisfied are you with the information you RECEIVE using these three areas? Why?**
 - a. Does it vary for different sources? Why or Why not?

	Accurate <i>(unified, reliable, trustworthy, impactful, quality of translation)</i>	Accessible <i>(location, method, culturally appropriate)</i>	Timely <i>(available when needed)</i>
BEFORE/Preparation			
DURING/Response			
AFTER/Recovery			

Part 2 - Sharing Information

4. **How do you SHARE information during each phase of a disaster/emergency? Who is your audience?**
 - a. BEFORE/Preparation
 - b. DURING/Response
 - c. AFTER/Recovery
5. **Have you SHARED information in more than one language?**
 - a. If yes, please describe (what type of information, what was available, who was the audience, etc.)
 - b. Did you need to translate the information prior to sharing? Why or Why not? Please describe.

6. **Thinking about the need for information to be accurate, accessible, and timely, how satisfied are you with the information you SHARE using these three areas? Why?**
- Does it vary for different audiences? Why or why not?

	Accurate <i>(unified, reliable, trustworthy, impactful, quality of translation)</i>	Accessible <i>(location, method, culturally appropriate)</i>	Timely <i>(available when needed)</i>
BEFORE/Preparation			
DURING/Response			
AFTER/Recovery			

Part 3 - Recommendations

- What are the STRENGTHS of the current information system? What is working really well?**
 - What would you recommend KEEPING IN PLACE? Why?
 - If you were giving advice to another community about disaster/emergency information, what would you definitely RECOMMEND DOING?
- What is the biggest opportunity for the current information system? Why?**
- What are the CHALLENGES of the current information system? What would you change?**
 - What is the MOST important thing to change? What would have the biggest impact? Why?
 - If you were giving advice to another community about disaster/emergency information, what would you definitely RECOMMEND AVOIDING?
- What is the biggest threat to the current information system? Why?**
- The Language Access Committee is reaching out to individuals who have had difficulty getting information about disasters.** They are currently asking these individuals to participate in interviews with committee members so the committee can better understand their experiences.
 - Do you know individuals who experienced difficulty getting information about disasters and emergencies?
 - Would you be willing to reach out to the individuals to ask about the interviews?
- Additional Comments?**

EXECUTIVE SUMMARY

LANGUAGE ACCESS STUDY

Prepared by:
Napa Valley COAD



STUDY BACKGROUND

Napa Valley Community Organizations Active in Disaster (COAD) and the County of Napa Office of Emergency Services embarked on a joint Language Access study in spring of 2021 to improve language access in emergency communications. A language access plan details the means by which individuals with limited English proficiency reasonably access the same resources and information as English speakers. Close to 35% of Napa County residents are Latino, and 31% speak Spanish in the home. A joint steering committee was formed to guide the work comprised of COAD's Public Information & Outreach Subcommittee and the County's Office of Emergency Services and Public Information Officer. The shared objective was to better understand language access needs and develop communications strategies that maximize the reach and effectiveness of messaging during all phases of disaster – before, during and after.

STUDY COMPONENTS

Three data collection sources were identified to assess needs, develop effective language access strategies and practices, and establish a baseline and feedback loop for measuring progress. Areas of inquiry included accuracy, timeliness, and trust in the information received.

- ① **Empathic Interviews** – Using a human-centered design approach, empathic interviews were conducted to learn directly from community members, in their own words, about their experiences with access to information before, during, and after emergencies. Within Napa County, this approach was successfully used in public-private partnerships to improve the 2020 census participation.
- ② **Community Survey** – Using input from other data sources, a community survey was crafted to gain firsthand, more objective data from individuals around their experiences receiving and processing emergency information to assist in developing more effective strategies for access and address barriers.
- ③ **Community-based Organizations & County Staff Interviews** – Hearing the perspectives of the individuals who are receiving and then sharing emergency information provided the opportunity to gain insights into the challenges experienced in providing emergency communications and recommendations for improving language access.

KEY FINDINGS

Study results were consistent across the three data sources regarding successes to date and areas for improvement. Since the 2017 wildfires, significant improvements have been made; most respondents (70%) feel they are getting the information they need to stay safe. Improvement areas need to focus on addressing the reach and effectiveness of emergency communications, and documenting policies, practices, and strategies.

RECOMMENDATIONS

Key recommendations focus on improving the reach and effectiveness of emergency communications for individuals with LEP:

- **Foster broader community engagement, resilience, and self-reliance before a disaster.** People are much more likely to connect to official sources if already engaged.
- **Help policy and decision makers** better understand the experiences and barriers of individuals with limited English proficiency (LEP) to promote support for improved strategies and practices.
- **Document an emergency language access plan** so that processes and practices are systematized, consistent, and not lost due to staff turnover.
- **Create linguistically appropriate and culturally responsive translations.** Consider the needs of individuals who have low literacy in their native language. Increase translation capacity and monitor threshold languages.
- **Ensure consistency in communication** processes and emergency terms, and increase familiarity around emergency communications with partners, message amplifiers, trusted messengers, and the broader community.
- **Diversify communication methods** and sources to meet a wide range of communication needs and preferences, including more strategic use of radio and video in all phases of disaster. These strategies can also help address the digital divide.
- **Integrate a wide range of trusted messengers** into the emergency communications stream, including **school districts**.



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: 6/6/2023

File ID #: 23-0949

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive
REPORT BY: Becky Craig, Assistant County Executive
SUBJECT: Appointment of two 2x2 Committee Members

RECOMMENDATION

Interim County Executive Officer requests the Board appoint two Supervisors to meet with two City of Calistoga Councilmembers to discuss disposition of the Calistoga Fairgrounds and appoint two Supervisors to meet with two City of Napa Councilmembers to discuss joint facility planning.

EXECUTIVE SUMMARY

The County owns Calistoga Fairgrounds and is interested in disposing the non-operational land for other uses. The City of Calistoga indicated an interest in acquiring the parcel and requested further discussion prior to the County commencing the surplus lands act process. Appointment of two Supervisors to meet with two City of Calistoga Councilmembers and respective staff will provide the most effective path to identify common interests and develop recommendations for the Board's consideration.

The County is commencing preparation of a Facilities Master Plan with the intent to consolidate operations in a newly constructed administration building in downtown Napa. The City of Napa commenced a similar project with a similar intent. Appointment of two Supervisors to meet with two City of Napa Councilmembers and respective staff will provide the most effective path to identify common interests and develop recommendations for the Board's consideration.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Not applicable.

BACKGROUND AND DISCUSSION

The County owns Calistoga Fairgrounds and is interested in disposing the non-operational land for other uses. The City of Calistoga indicated an interest in acquiring the parcel and requested further discussion prior to the County commencing the surplus lands act process. Appointment of two Supervisors to meet with two City of Calistoga Councilmembers and respective staff will provide the most effective path to identify common interests and develop recommendations for the Board's consideration.

The County is commencing preparation of a Facilities Master Plan with the intent to consolidate operations in a newly constructed administration building in downtown Napa. The City of Napa commenced a similar project with a similar intent. Appointment of two Supervisors to meet with two City of Napa Councilmembers and respective staff will provide the most effective path to identify common interests and develop recommendations for the Board's consideration.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-1014

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: David Morrison, Interim County Executive Officer
SUBJECT: Discussion and direction regarding preparation of a Regional Climate Action Plan.

RECOMMENDATION

Interim County Executive Officer requests discussion and direction regarding preparation of a Regional Climate Action Plan.

EXECUTIVE SUMMARY

Over the past year, the Climate Action Committee (CAC) has prepared and completed an updated GHG emissions inventory for the unincorporated area and the five cities/town. The creation of the inventory has enabled the CAC to better understand the current sources and levels of emissions, as well as estimates for future emissions through 2030. The CAC is turning their focus towards effectively reducing GHG emissions. Many of the strategies and measures to be implemented to reduce GHG emissions require strategic inter-governmental coordination.

Staff has made presentations to the Napa County League of Governments (NCLOG); Cities of American Canyon, Calistoga, and St. Helena; and the Town of Yountville (city staff made the presentation to the City of Napa), all of whom have joined the County in broad support for a Regional Climate Action Plan.

At their May 16, 2023, meeting, the Board of Supervisors requested that staff return with a discussion of funding for the Regional Climate Action Plan, so that direction may be provided.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Coordination between the cities, town, and county would provide more effective implementation of GHG reduction measures, result in greater efficiency and cost in developing a Regional Climate Action Plan, as well as create more consistency for businesses and landowners within Napa County.
Is the general fund affected?	No
Future fiscal impact:	If staff is able to obtain grant funding for preparation of a Regional Climate Action Plan, there would be no additional cost to the County budget. However, additional costs would likely be needed for any accompanying CEQA document, with the County's share estimated at up to \$200,000.
Consequences if not approved:	Climate planning for Napa County would continue for the unincorporated area, without benefit of coordination or joint implementation with other regional jurisdictions.
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 past two years, the CAC has been awarded a \$50,000 grant, prepared a greenhouse gas (GHG) inventory, participated in a discussion of climate change at the Napa County League of Governments (NCLOG), and has reviewed various options for preparing a Regional Climate Action Plan. A great deal of progress has been made in the last 12 months, but more work still lies ahead. With the acceptance of the greenhouse gas inventory, the Climate Action Committee (CAC) has a basis for understanding the current levels of emissions, as well as estimates for future emissions through 2030. The next step is to develop a Regional Climate Action Plan to set goals, timelines, and measurable actions to be taken by the six jurisdictions to reduce both current and future GHG emissions.

Actions taken by the six jurisdictions, either collectively or individually, to reduce both current and future GHG emissions. Many of the strategies and measures that will need to be implemented to reduce GHG emissions will require effective inter-governmental coordination. All of us are bound together in the same economy, transportation network, air basin, watershed, and ecosystem. The implementation of actions will be more effective and more efficient if carried out consistently among the CAC members.

At the October 6, 2023, meeting of the Napa County League of Governments (NCLOG), there was general support for proceeding with a Regional Climate Action Plan to provide a policy and implementation framework

for reducing GHG emissions. There was also general agreement that each jurisdiction should consider the proposal for a Regional Climate Action Plan at a future Council/Board meeting, to guide Climate Action Committee (CAC) representatives as they move forward. After the NCLOG meeting, County staff made presentations regarding a Regional Climate Action Plan to the following jurisdictions:

American Canyon Open Space, Active Transportation, and Sustainability Committee - December 7, 2022

Calistoga City Council - January 17, 2023

St. Helena City Council - January 24, 2023

Napa County Board of Supervisors - February 7, 2023

Yountville Town Council - February 9, 2023

City staff made a presentation to the Napa City Council on March 7, 2023.

During these series of meetings, all six jurisdictions supported the preparation of a Regional Climate Action Plan. At their May 26, 2023, meeting, the CAC approved two priorities for the 2023-2024 Fiscal Year, preparation of a: (1) Regional Climate Action Plan; and (2) Electric Vehicle Recharging State Plan.

FUNDING

In support of this effort, staff from the County, City of Napa, and Resource Conservation District (RCD) submitted a \$595,000 grant application for the Adaptation Planning Grant from the Integrated Climate Adaptation and Resiliency Program (ICARP) at the Governor's Office of Planning and Research (OPR). The grant would have provided funding to prepare a Regional Climate Action Plan, with the County and RCD acting as co-applicants. However, staff was notified on May 31 that the grant had been denied.

In addition, County staff requested \$500,000 from Assemblymember Aguilar-Curry for the Regional Climate Action Plan. If approved, these funds could be used for the preparation of a CEQA document.

If the State budget request is not approved, funding the Regional Climate Action Plan would fall on the CAC member jurisdictions. In accordance with Exhibit C of the Joint Powers Agreement (JPA) (Agreement No. 210344B), costs for the Countywide Climate Action Program are shared as follows:

Napa County: 33.0%

City of Napa: 29.9%

City of American Canyon: 12.8%

City of Calistoga: 8.3%

City of St. Helena: 8.5%

Town of Yountville: 7.5%

Based on the grant and state budget requests already submitted, the budget for a Regional Climate Action Plan would be \$1,095,000. That would include both plan and CEQA document preparation. The Regional Climate Action Plan would incorporate the recent Regional GHG Inventory, as well as supplemental memos regarding short-lived climate pollutants (SLCPs) and carbon sequestration, and a robust public outreach and education program. Assuming this amount would result in the following cost breakdown:

Napa County: \$361,350

City of Napa: \$327,405

City of American Canyon: \$140,160

City of Calistoga: \$90,855

City of St. Helena: \$93,075

Town of Yountville: \$82,125

The member jurisdictions could direct staff to look at a more streamlined Regional Climate Action Plan, including more directed public outreach, and a focused CEQA document to reduce potential costs.

Once the scope of work has been determined and funding has been secured, staff would work with City Managers from participating jurisdictions and the CAC to develop a Request for Proposals, including budget and scope of work for the Regional Climate Action Plan and appropriate CEQA document. As the Administering Agency under the JPA, the consultant contract to prepare the Regional Climate Action Plan and CEQA document would be approved by the Board of Supervisors.

VARIABLES

Decisions made by the CAC and/or its member agencies in developing and implementing the Regional Climate Action Plan could affect the cost of preparation. Some examples are provided below:

Goals:

The Regional Climate Action Plan could set a goal of net zero GHG emissions by 2050 (Federal standard), 2045 (State standard), or 2030 (local proclamations). Reducing the timeframe to reach a net zero GHG threshold would likely require more extensive regulations and requirements, as well as more expensive implementation to ensure compliance.

Actions:

Choosing either qualitative or quantitative action items will have different impacts. Gathering data, applying models and metrics, and developing specific measurable action items results in more accountability and greater success in achieving the desired goals. However, creating these actions is more costly and the issues themselves can be more controversial and harder to get to consensus. It is less expensive to develop vague and/or aspirational actions, which can gain greater general agreement, but they can make it more difficult to determine whether significant progress in reducing GHGs is actually being met.

Public Outreach:

A Regional Climate Action Plan would apply to six jurisdictions and would be relevant to a broad span of economic, environmental, and community activities. Additional public and private partners may be involved in order to reach the level of effectiveness needed to achieve net zero GHG goals. Ongoing public education will likely be critical to the success of the Regional Climate Action Plan. The cost of plan development will vary depending on the extent, frequency, depth, and timeline of public outreach.

Governance:

If the Regional Climate Action Plan is prepared jointly, it could be implemented separately by each jurisdiction, or implemented by a joint oversight body. If implementation is done separately, there would need to be mechanisms put in place to ensure consistent and timely action by all jurisdictions. If implementation is done jointly, coordination could occur through the existing CAC, a new Regional Authority similar to Sonoma County, an expanded Sonoma authority to include Napa County, an existing regional entity, or other option. Each of these models will have different efficiencies, start-up costs, and ongoing operational funding needs.

CEQA:

Unless otherwise exempted, any action taken by a public agency that may result in a physical change to the environment is subject to CEQA. Depending on the scope and type of actions proposed in the Regional Climate Action Plan, a Program Environmental Impact Report (EIR) may be required. Any CEQA document certified for the Regional Climate Action Plan would be subject to legal challenge, and the associated costs of defending the document. It should be noted that any jurisdiction implementing actions related to the Regional Climate Action Plan would be able to tier off the Program EIR, rather than prepare separate CEQA documents.



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0830

TO: Board of Supervisors
FROM: Robert Minahen - Treasurer-Tax Collector
REPORT BY: Robert Minahen - Treasurer-Tax Collector
SUBJECT: Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sale

RECOMMENDATION

Treasurer-Tax Collector requests the following regarding tax-defaulted properties:

1. Consideration of Resolution "A" approving the sale of sixty-five (65) tax-defaulted properties at public auction via the Internet, including authorization to re-offer any unsold parcels approved for public auction at a reduced minimum bid; and
2. Consideration of Resolution "B" approving the sale of forty-one (41) other tax-defaulted properties at public auction via the Internet, including authorization to re-offer any unsold parcels approved for public auction at a reduced minimum bid.

EXECUTIVE SUMMARY

The Treasurer-Tax Collector is required to attempt to sell tax-defaulted property at auction under California Revenue and Taxation Code (RTC) sections 3691 and 3692 and the next auction is scheduled to take place September 6th and 7th of 2023. As required by RTC 3698, this serves as notice to the Board of Supervisors stating the Treasurer-Tax Collector's intention to hold a tax-defaulted auction, the properties eligible for inclusion in the auction and the minimum price set for each parcel. Upon receipt of this notice, the Board of Supervisors is required to either approve or disapprove the sales by resolution per RTC 3699.

Sixty-five (65) tax-defaulted parcels qualified for auction are described in Attachment A attached hereto and on file with the Clerk of the Board. The Treasurer-Tax Collector is not aware of any complicating facts or circumstances the Board of Supervisors should consider when deciding whether to approve or disapprove the sale at public auction of Attachment A parcels.

Forty-one (41) other tax-defaulted parcels qualified for auction are described in Attachment B attached hereto and on file with the Clerk of the Board. The Treasurer-Tax Collector is aware of complicating facts and circumstances the Board of Supervisors may consider when deciding whether to approve or disapprove the sale at public auction of Attachment B parcels.

In the event any parcel approved for auction does not sell during the scheduled auction, the Treasurer-Tax

Collector requests approval to re-offer that parcel at a reduced minimum bid pursuant to California Revenue and Taxation Code sections 3698.5(c) and 3692(e). Approval of this request allows the Treasurer-Tax Collector to re-offer the parcel immediately at a reduced price, foregoing the expense of a new auction.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Discussion, motion, second, and vote on Resolution “A” to approve the sale of the 65 tax-defaulted properties at public auction via the Internet listed in Attachment A.
4. Discussion, motion, second, and vote on Resolution “B” to approve the sale of the 41 tax-defaulted properties at public auction via the Internet listed in Attachment B.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Treasurer-Tax Collector’s budget unit
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	The Teeter Plan will benefit from the collection of defaulted taxes, penalties and interest for parcels successfully auctioned in fiscal year 2023-24. The General Fund, through the Treasurer-Tax Collector’s budget unit, will incur increased auction related costs and revenues that are included in the requested 2023-24 budget.
Consequences if not approved:	Eligible, tax-defaulted property would not be offered at a tax sale, unpaid taxes would continue to not be collected, and the properties would not be returned to a revenue-generating status by conveyance to another owner.
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

As required by RTC sections 3691 and 3692, the Treasurer-Tax Collector shall attempt to sell tax-defaulted property within four years of the time that property becomes subject to sale for nonpayment of taxes. For a parcel to become subject to sale, a parcel must be tax defaulted for five years or more, or three years or more for nonresidential commercial property, and be subject to the Treasurer-Tax Collector’s power to sell.

The Treasurer-Tax Collector has identified 109 parcels that have been tax defaulted for five (5) years or more. Of the parcels identified, three (3) parcels sustained damaged by a federal or state declared disaster (2020 LNU

Fire Complex) and have been omitted pursuant to RTC section 3691(a)(1)(A); and; forty-one (41) parcels have been flagged for separate consideration due to redemption amounts (delinquent taxes, non-dischargeable assessments, penalties, interest and fees) greatly exceeding assessed valuation.

As provided under RTC section 3701, the Treasurer-Tax Collector is required to make a reasonable effort to ascertain the names and last known addresses of parties of interest for each parcel included in the auction. Once the parties of interest are identified, the tax collector is required to notify each party of the intent to sell not less than 45 days nor more than 120 days before the proposed sale. In addition, if the parcel is known to be the primary residence of the last known assessee, RTC section 3704.7(a) requires the tax collector to attempt to contact the taxpayer in person to notify them of the impending sale.

Property owners are allowed to remove their parcels from auction by paying the redemption amount (delinquent taxes, penalties, interest and fees) to the Treasurer-Tax Collector's office at any time up to the close of business on the day preceding the auction.

The Treasurer-Tax Collector is recommending that the Board of Supervisors separately consider two (2) sets of eligible parcels. Sixty-five (65) eligible parcels and minimum bid prices are listed in Attachment A. Forty-one (41) eligible parcels and minimum bid prices are listed in Attachment B. The Attachment B parcels carry redemption amounts that greatly exceed the current assessed valuation. Of these parcels, thirty-three (33) were unsuccessfully included in a previous auction(s). Disapproval of the sale of the Attachment B parcels would reduce auction costs by approximately \$13,000 and is allowed under section 8216 of the State Controller's Sale of Tax Defaulted Property guidelines. When properties fail to sell at auction, notice and auction costs associated with the unsuccessful auction are added to the amount required to redeem or sell the properties in the future. The Board of Supervisors has authority to approve or disapprove the sale of eligible parcels; if it disapproves the sale of the Attachment B parcels, it may attempt to address the underlying conditions affecting these parcels by means other than the tax-default auction while minimizing immediate costs to the County and minimizing the amounts required to redeem or transfer the parcels in the future.

This item further serves as notice to the Board of the intended sale of tax-defaulted property pursuant to RTC section 3698 which requires the tax collector to transmit a notice to the Board of Supervisors stating the intent to hold a defaulted-tax auction, the parcels included in the auction, and the minimum price required to sell the properties. Upon approval of any or all Resolutions, the Treasurer-Tax Collector will, pursuant to RTC section 3700.5, notify the California State Controller of the auction in substantially the form of Attachment C.

The Treasurer-Tax Collector has elected to use a vendor-supported internet auction as allowed under RTC section 3692.2. The vendor, GovEase, was the successful bidder selected through a recent request for proposal. It is anticipated that the public auction via internet will commence on Wednesday, September 6, 2023 and conclude Thursday, September 7, 2023.

RESOLUTION NO. 2023-0810A

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,
STATE OF CALIFORNIA, APPROVING THE PROPOSED SALE OF
CERTAIN TAX-DEFAULTED PROPERTY IN ACCORDANCE WITH
CHAPTER 7 OF PART 6 OF DIVISION 1 OF THE
CALIFORNIA REVENUE AND TAXATION CODE**

WHEREAS, pursuant to Section 3698 of the California Revenue and Taxation Code, the Napa County Treasurer-Tax Collector, by this notice dated June 6, 2023, has informed the Board of Supervisors of the intent to sell certain tax-defaulted properties at public auction via the Internet; and

WHEREAS, pursuant to California Revenue and Taxation Code Section 3692.2, the Napa County Treasurer-Tax Collector may sell defaulted properties at a public auction using the Internet; and

WHEREAS, Section 4839.2 of the California Revenue and Taxation Code requires the Board to approve the sale of defaulted property by Resolution; and

WHEREAS, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, the Napa County Treasurer-Tax Collector respectfully requests the Board's approval to sell the sixty-five (65) tax-defaulted property described in Parcel List and Minimum Bids (Attachment A); and

WHEREAS, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, in the event that any parcel described in Attachment A does not sell at auction, the Napa County Treasurer-Tax Collector respectfully requests the Board's approval to re-offer that parcel at a reduced minimum price; and

WHEREAS, the Board, having reviewed the attached parcel list and minimum bids, desires to approve such sale.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County hereby approves the Napa County Treasurer-Tax Collector's sale of those properties described in Attachment A and the sale shall be conducted in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

BE IT FURTHER RESOLVED that pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, in the event that any parcel described in Attachment A does not sell at auction, the Napa County Treasurer-Tax Collector may re-offer that parcel at a reduced minimum price within a ninety-day period and any new parties of interest shall be notified in accordance with Section 3701 of the California Revenue and Taxation Code.

BE IT FURTHER RESOLVED that the Clerk of the Board shall transmit a certified copy of this resolution to the Treasurer-Tax Collector within five days as required by Section 4839.2 of the California Revenue and Taxation Code.

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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 6th day of June, 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>Ryan FitzGerald</u> Deputy County Counsel</p> <p>Date: <u>May 22, 2023</u> PL Doc. No. 91383</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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ATTACHMENT A

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum Bid
1	032-250-031	Universal Life Church	-	Land Only	\$ 16,486
2	032-250-034	Universal Life Church	-	Land Only	\$ 15,827
3	032-250-038	Universal Life Church		Land Only	\$ 16,926
4	032-280-025	Taylor Robert H		Land Only	\$ 7,288
5	032-280-037	Taylor Robert H		Land Only	\$ 7,288
6	032-300-002	Universal Life Church		Land Only	\$ 16,486
7	032-300-011	Shipman Jim W & Huang Likuan		Land Only	\$ 7,895
8	032-300-018	Shipman Jim W & Huang Likuan		Land Only	\$ 8,034
9	032-300-019	AAA Investment Group Inc		Land Only	\$ 11,778
10	032-300-020	Faqiryan Shamsuddin S		Land Only	\$ 45,132
11	032-310-016	Leung Winifred Kawai		Land Only	\$ 17,158
12	032-310-021	Leung Winifred Kawai		Land Only	\$ 18,185
13	032-310-029	Bhatia Raman	-	Land Only	\$ 10,821
14	032-320-003	Taylor Robert H		Land Only	\$ 7,288
15	032-320-007	Cotham Jon and Debbie Court	-	Land Only	\$ 7,895
16	032-320-009	Bexton William H		Land Only	\$ 11,705
17	032-320-019	Jones Robert C		Land Only	\$ 21,566
18	032-320-020	LEE RUSSEL & VALENTINE-LEE MONICA ETAL		Land Only	\$ 29,551
19	032-330-021	GRAINGER AMY G		Land Only	\$ 14,085
20	032-330-022	NGUYEN LISA KIM-PHUONG		Land Only	\$ 23,362
21	032-340-013	CESMAT RAY & LOUANNA		Land Only	\$ 21,233
22	032-340-017	Ramos Anthony C and Brenda L		Land Only	\$ 7,895
23	016-222-007	Washington Admin Processing LLC Tr		Land & Imps	\$ 95,117
24	019-353-003	Hassett Kenneth and Jill Etal		Land Only	\$ 14,960
25	019-361-005	Ojala Robin A ETAL		Land Only	\$ 14,840
26	019-362-019	Shers George		Land Only	\$ 20,878
27	019-362-020	Columbia Associates Inc		Land Only	\$ 28,598
28	019-372-005	Midas Ventures LLC		Land Only	\$ 37,741
29	019-381-015	Columbia Associates Inc		Land Only	\$ 29,601
30	019-381-016	Shers George		Land Only	\$ 15,292
31	019-381-019	Shers George		Land Only	\$ 14,120
32	019-382-002	Nilan Neal		Land Only	\$ 27,637
33	019-392-014	Shers George		Land Only	\$ 14,120

ATTACHMENT A

Assessor's Parcel Number	Current Assessed Owner	Property Location	Type	Minimum Bid
34 019-410-004	Universal Life Church		Land Only	\$ 6,246
35 019-431-001	Cull Teresa M		Land Only	\$ 23,000
36 019-442-005	Shers George		Land Only	\$ 14,120
37 019-451-020	Shers George		Land Only	\$ 14,120
38 019-451-021	Shers George		Land Only	\$ 14,120
39 019-461-011	Chen Tsai and S C Huang		Land Only	\$ 16,674
40 019-461-024	Universal Life Church		Land Only	\$ 32,516
41 019-462-021	Kisiel James B and Joyce N		Land Only	\$ 14,960
42 019-462-022	Grainger Amy G		Land Only	\$ 14,480
43 019-491-008	Shers George		Land Only	\$ 14,120
44 019-491-009	Shers George		Land Only	\$ 14,120
45 019-492-017	Purtill Michael C		Land Only	\$ 34,277
46 019-493-016	Cull Teresa M		Land Only	\$ 16,500
47 019-504-009	Lee Russell & Valentine Monica		Land Only	\$ 20,000
48 001-327-003	Lorenzen Herbert C and Bonnie A Tr		Land & Imps	\$ 40,807
49 007-232-011	Fiesler Angela M		Land & Imps	\$ 92,758
50 011-360-040	Arbab Investment LLC		Land Only	\$ 67,767
51 019-220-036	Universal Life Church		Land Only	\$ 5,577
52 019-321-008	Rezendes Norman S		Land Only	\$ 2,389
53 019-322-008	Vanhulle Penelope J		Land Only	\$ 11,532
54 019-351-010	Universal Life Church		Land Only	\$ 9,974
55 020-440-003	Steven B Inbody MD PA		Land Only	\$ 96,726
56 025-290-027	Ambrose Family LP		Land Only	\$ 60,000
57 032-200-005	Wilder W P Etal		Land Only	\$ 12,145
58 032-350-018	Zipser Olav		Land Only	\$ 37,540
59 033-200-001	Davis Charles Theodore ETAL		Land Only	\$ 6,669
60 033-200-016	Vanburen Michael		Land Only	\$ 8,083
61 033-200-026	Vanburen Michael		Land Only	\$ 119,264
62 033-200-027	Vanburen Michael		Land Only	\$ 134,111
63 041-321-021	Domingo Shannon Lynn		Land & Imps	\$ 60,671
64 044-062-035	Ritchie Archibald A Est of		Land Only	\$ 39,855
65 058-201-007	Delfiorentino Phyllis Marie TR		Land & Imps	\$ 9,105

RESOLUTION NO. 2023-0810B

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,
STATE OF CALIFORNIA, APPROVING THE PROPOSED SALE OF
CERTAIN TAX-DEFAULTED PROPERTY IN ACCORDANCE WITH
CHAPTER 7 OF PART 6 OF DIVISION 1 OF THE
CALIFORNIA REVENUE AND TAXATION CODE**

WHEREAS, pursuant to Section 3698 of the California Revenue and Taxation Code, the Napa County Treasurer-Tax Collector, by this notice dated June 6, 2023, has informed the Board of Supervisors of the intent to sell certain tax-defaulted properties at public auction via the Internet; and

WHEREAS, pursuant to California Revenue and Taxation Code Section 3692.2, the Napa County Treasurer-Tax Collector may sell defaulted properties at a public auction using the Internet; and

WHEREAS, Section 4839.2 of the California Revenue and Taxation Code requires the Board to approve the sale of defaulted property by Resolution; and

WHEREAS, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, the Napa County Treasurer-Tax Collector respectfully requests the Board's approval to sell the forty-one (41) tax-defaulted property described in Parcel List and Minimum Bids (Attachment B); and

WHEREAS, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, in the event that any parcel described in Attachment B does not sell at auction, the Napa County Treasurer-Tax Collector respectfully requests the Board's approval to re-offer that parcel at a reduced minimum price; and

WHEREAS, the Board, having reviewed the attached parcel list and minimum bids, desires to approve such sale.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Napa County hereby approves the Napa County Treasurer-Tax Collector's sale of those properties described in Attachment B and the sale shall be conducted in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

BE IT FURTHER RESOLVED that pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, in the event that any parcel described in Attachment B does not sell at auction, the Napa County Treasurer-Tax Collector may re-offer that parcel at a reduced minimum price within a ninety-day period and any new parties of interest shall be notified in accordance with Section 3701 of the California Revenue and Taxation Code.

BE IT FURTHER RESOLVED that the Clerk of the Board shall transmit a certified copy of this resolution to the Treasurer-Tax Collector within five days as required by Section 4839.2 of the California Revenue and Taxation Code.

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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 6th day of June, 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

<div>APPROVED AS TO FORM Office of County Counsel</div> <div>By: <u>Ryan FitzGerald</u> Deputy County Counsel</div> <div>Date: <u>May 22, 2023</u> PL Doc. No. 91394</div>	<div>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</div> <div>Date: _____ Processed By: _____ Deputy Clerk of the Board</div>	<div>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</div> <div>By: _____</div>
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ATTACHMENT B

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum
66	016-182-005	Crane Brett		Land Only	\$ 21,523
67	016-193-013	Medler John & Damaris		Land Only	\$ 23,044
68	016-194-001	Kalaverad Sally		Land Only	\$ 24,867
69	016-194-003	Schalesky Frederick Theodore		Land Only	\$ 21,523
70	016-194-006	Wegener David		Land Only	\$ 20,735
71	016-203-010	Wright Gerald & Sara TR		Land Only	\$ 24,478
72	016-203-023	Wheatley Venus N		Land Only	\$ 26,161
73	016-203-024	Miller Bruce		Land Only	\$ 23,785
74	016-203-028	Newman Joseph T		Land Only	\$ 23,369
75	016-211-003	Berriedale Corporation		Land Only	\$ 16,873
76	016-213-006	Fowler Marie K Tr		Land Only	\$ 26,481
77	016-222-008	Eakle Sam		Land Only	\$ 22,504
78	016-223-004	Dykes Larry D & Easton Marian A Tr		Land Only	\$ 21,523
79	016-231-003	Unruh Eric		Land Only	\$ 23,402
80	016-231-005	Lin Kuo-Ren ETAL		Land Only	\$ 15,934
81	016-231-008	Doellerer Christian & B Michelle		Land Only	\$ 23,044
82	016-233-003	Pineda Ulises & Hernandez Martha D		Land Only	\$ 14,978
83	016-234-006	Svoboda Edward M Jr		Land Only	\$ 26,481
84	016-234-007	Reepen Bruno F		Land Only	\$ 21,908
85	016-241-003	Passalacqua Carlo		Land Only	\$ 23,785
86	016-242-002	Fletcher Kenny Suc ETAL TR		Land Only	\$ 14,348
87	016-243-005	Shipman Jim W & Huang Likuan		Land Only	\$ 23,306
88	016-243-006	Shipman Jim W & Huang Likuan		Land Only	\$ 21,523
89	016-243-010	King Clyde & Mary Ellen		Land Only	\$ 17,812
90	016-243-013	Mund Chuck & Carolyn		Land Only	\$ 14,023
91	016-243-016	Wisnewski Cori		Land Only	\$ 21,523
92	016-243-018	Ayala Xavier		Land Only	\$ 25,530
93	016-252-013	King Clyde R & Mary Ellen		Land Only	\$ 23,369
94	016-253-001	Eakle Sam		Land Only	\$ 22,504
95	016-253-002	Tompkins Daniel D		Land Only	\$ 23,044
96	016-253-004	Fifield Blake		Land Only	\$ 21,523
97	016-253-006	Napa County Public Conservator		Land Only	\$ 21,523
98	016-253-010	Kathi Hari Babu		Land Only	\$ 17,812

ATTACHMENT B

Assessor's Parcel Number	Current Assessed Owner	Property Location	Type	Minimum Bid
34 019-410-004	Universal Life Church		Land Only	\$ 6,246
35 019-431-001	Cull Teresa M		Land Only	\$ 23,000
36 019-442-005	Shers George		Land Only	\$ 14,120
37 019-451-020	Shers George		Land Only	\$ 14,120
38 019-451-021	Shers George		Land Only	\$ 14,120
39 019-461-011	Chen Tsai and S C Huang		Land Only	\$ 16,674
40 019-461-024	Universal Life Church		Land Only	\$ 32,516
41 019-462-021	Kisiel James B and Joyce N		Land Only	\$ 14,960
42 019-462-022	Grainger Amy G		Land Only	\$ 14,480
43 019-491-008	Shers George		Land Only	\$ 14,120
44 019-491-009	Shers George		Land Only	\$ 14,120
45 019-492-017	Purtill Michael C		Land Only	\$ 34,277
46 019-493-016	Cull Teresa M		Land Only	\$ 16,500
47 019-504-009	Lee Russell & Valentine Monica		Land Only	\$ 20,000
48 001-327-003	Lorenzen Herbert C and Bonnie A Tr		Land & Imps	\$ 40,807
49 007-232-011	Fiesler Angela M		Land & Imps	\$ 92,758
50 011-360-040	Arbab Investment LLC		Land Only	\$ 67,767
51 019-220-036	Universal Life Church		Land Only	\$ 5,577
52 019-321-008	Rezendes Norman S		Land Only	\$ 2,389
53 019-322-008	Vanhulle Penelope J		Land Only	\$ 11,532
54 019-351-010	Universal Life Church		Land Only	\$ 9,974
55 020-440-003	Steven B Inbody MD PA		Land Only	\$ 96,726
56 025-290-027	Ambrose Family LP		Land Only	\$ 60,000
57 032-200-005	Wilder W P Etal		Land Only	\$ 12,145
58 032-350-018	Zipser Olav		Land Only	\$ 37,540
59 033-200-001	Davis Charles Theodore ETAL		Land Only	\$ 6,669
60 033-200-016	Vanburen Michael		Land Only	\$ 8,083
61 033-200-026	Vanburen Michael		Land Only	\$ 119,264
62 033-200-027	Vanburen Michael		Land Only	\$ 134,111
63 041-321-021	Domingo Shannon Lynn		Land & Imps	\$ 60,671
64 044-062-035	Ritchie Archibald A Est of		Land Only	\$ 39,855
65 058-201-007	Delfiorentino Phyllis Marie TR		Land & Imps	\$ 9,105

ATTACHMENT A

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum Bid
1	032-250-031	Universal Life Church	-	Land Only	\$ 16,486
2	032-250-034	Universal Life Church	-	Land Only	\$ 15,827
3	032-250-038	Universal Life Church		Land Only	\$ 16,926
4	032-280-025	Taylor Robert H		Land Only	\$ 7,288
5	032-280-037	Taylor Robert H		Land Only	\$ 7,288
6	032-300-002	Universal Life Church		Land Only	\$ 16,486
7	032-300-011	Shipman Jim W & Huang Likuan		Land Only	\$ 7,895
8	032-300-018	Shipman Jim W & Huang Likuan		Land Only	\$ 8,034
9	032-300-019	AAA Investment Group Inc		Land Only	\$ 11,778
10	032-300-020	Faqiryan Shamsuddin S		Land Only	\$ 45,132
11	032-310-016	Leung Winifred Kawai		Land Only	\$ 17,158
12	032-310-021	Leung Winifred Kawai		Land Only	\$ 18,185
13	032-310-029	Bhatia Raman	-	Land Only	\$ 10,821
14	032-320-003	Taylor Robert H		Land Only	\$ 7,288
15	032-320-007	Cotham Jon and Debbie Court	-	Land Only	\$ 7,895
16	032-320-009	Bexton William H		Land Only	\$ 11,705
17	032-320-019	Jones Robert C		Land Only	\$ 21,566
18	032-320-020	LEE RUSSEL & VALENTINE-LEE MONICA ETAL		Land Only	\$ 29,551
19	032-330-021	GRAINGER AMY G		Land Only	\$ 14,085
20	032-330-022	NGUYEN LISA KIM-PHUONG		Land Only	\$ 23,362
21	032-340-013	CESMAT RAY & LOUANNA		Land Only	\$ 21,233
22	032-340-017	Ramos Anthony C and Brenda L		Land Only	\$ 7,895
23	016-222-007	Washington Admin Processing LLC Tr		Land & Imps	\$ 95,117
24	019-353-003	Hassett Kenneth and Jill Etal		Land Only	\$ 14,960
25	019-361-005	Ojala Robin A ETAL		Land Only	\$ 14,840
26	019-362-019	Shers George		Land Only	\$ 20,878
27	019-362-020	Columbia Associates Inc		Land Only	\$ 28,598
28	019-372-005	Midas Ventures LLC		Land Only	\$ 37,741
29	019-381-015	Columbia Associates Inc		Land Only	\$ 29,601
30	019-381-016	Shers George		Land Only	\$ 15,292
31	019-381-019	Shers George		Land Only	\$ 14,120
32	019-382-002	Nilan Neal		Land Only	\$ 27,637
33	019-392-014	Shers George		Land Only	\$ 14,120

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37 019-451-020	Shers George		Land Only	\$ 14,120
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46 019-493-016	Cull Teresa M		Land Only	\$ 16,500
47 019-504-009	Lee Russell & Valentine Monica		Land Only	\$ 20,000
48 001-327-003	Lorenzen Herbert C and Bonnie A Tr		Land & Imps	\$ 40,807
49 007-232-011	Fiesler Angela M		Land & Imps	\$ 92,758
50 011-360-040	Arbab Investment LLC		Land Only	\$ 67,767
51 019-220-036	Universal Life Church		Land Only	\$ 5,577
52 019-321-008	Rezendes Norman S		Land Only	\$ 2,389
53 019-322-008	Vanhulle Penelope J		Land Only	\$ 11,532
54 019-351-010	Universal Life Church		Land Only	\$ 9,974
55 020-440-003	Steven B Inbody MD PA		Land Only	\$ 96,726
56 025-290-027	Ambrose Family LP		Land Only	\$ 60,000
57 032-200-005	Wilder W P Etal		Land Only	\$ 12,145
58 032-350-018	Zipser Olav		Land Only	\$ 37,540
59 033-200-001	Davis Charles Theodore ETAL		Land Only	\$ 6,669
60 033-200-016	Vanburen Michael		Land Only	\$ 8,083
61 033-200-026	Vanburen Michael		Land Only	\$ 119,264
62 033-200-027	Vanburen Michael		Land Only	\$ 134,111
63 041-321-021	Domingo Shannon Lynn		Land & Imps	\$ 60,671
64 044-062-035	Ritchie Archibald A Est of		Land Only	\$ 39,855
65 058-201-007	Delfiorentino Phyllis Marie TR		Land & Imps	\$ 9,105

ATTACHMENT B

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum
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67	016-193-013	Medler John & Damaris		Land Only	\$ 23,044
68	016-194-001	Kalaverad Sally		Land Only	\$ 24,867
69	016-194-003	Schalesky Frederick Theodore		Land Only	\$ 21,523
70	016-194-006	Wegener David		Land Only	\$ 20,735
71	016-203-010	Wright Gerald & Sara TR		Land Only	\$ 24,478
72	016-203-023	Wheatley Venus N		Land Only	\$ 26,161
73	016-203-024	Miller Bruce		Land Only	\$ 23,785
74	016-203-028	Newman Joseph T		Land Only	\$ 23,369
75	016-211-003	Berriedale Corporation		Land Only	\$ 16,873
76	016-213-006	Fowler Marie K Tr		Land Only	\$ 26,481
77	016-222-008	Eakle Sam		Land Only	\$ 22,504
78	016-223-004	Dykes Larry D & Easton Marian A Tr		Land Only	\$ 21,523
79	016-231-003	Unruh Eric		Land Only	\$ 23,402
80	016-231-005	Lin Kuo-Ren ETAL		Land Only	\$ 15,934
81	016-231-008	Doellerer Christian & B Michelle		Land Only	\$ 23,044
82	016-233-003	Pineda Ulises & Hernandez Martha D		Land Only	\$ 14,978
83	016-234-006	Svoboda Edward M Jr		Land Only	\$ 26,481
84	016-234-007	Reepen Bruno F		Land Only	\$ 21,908
85	016-241-003	Passalacqua Carlo		Land Only	\$ 23,785
86	016-242-002	Fletcher Kenny Suc ETAL TR		Land Only	\$ 14,348
87	016-243-005	Shipman Jim W & Huang Likuan		Land Only	\$ 23,306
88	016-243-006	Shipman Jim W & Huang Likuan		Land Only	\$ 21,523
89	016-243-010	King Clyde & Mary Ellen		Land Only	\$ 17,812
90	016-243-013	Mund Chuck & Carolyn		Land Only	\$ 14,023
91	016-243-016	Wisnewski Cori		Land Only	\$ 21,523
92	016-243-018	Ayala Xavier		Land Only	\$ 25,530
93	016-252-013	King Clyde R & Mary Ellen		Land Only	\$ 23,369
94	016-253-001	Eakle Sam		Land Only	\$ 22,504
95	016-253-002	Tompkins Daniel D		Land Only	\$ 23,044
96	016-253-004	Fifield Blake		Land Only	\$ 21,523
97	016-253-006	Napa County Public Conservator		Land Only	\$ 21,523
98	016-253-010	Kathi Hari Babu		Land Only	\$ 17,812

EXHIBIT B

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum
99	016-254-004	Aminy Enayat		Land Only	\$ 22,469
100	016-254-024	Fifield Blake		Land Only	\$ 21,523
101	016-254-025	Campos Silvano C		Land Only	\$ 26,481
102	016-261-005	Jones Charles W Jr and Alice E Tr		Land Only	\$ 17,812
103	016-262-003	Wisnewski Cory		Land Only	\$ 21,523
104	016-262-007	Campos Silvano C		Land Only	\$ 26,481
105	016-262-018	Reyes Leo		Land Only	\$ 23,785
106	016-263-009	Fifield Blake		Land Only	\$ 21,523



A Tradition of Stewardship
A Commitment to Service

Treasurer – Tax Collector
Central Collections
1195 Third St.
Suite 108
Napa, CA 94559
www.countyofnapa.org
Main: (707) 253-4312
Fax: (707) 253-4337

Robert G. Minahen
Treasurer – Tax Collector

June 6, 2023

State Controller's Office
Local Government Programs and Services Division
3301 C Street, Suite 740
Sacramento, CA 95816

VIA EMAIL

CHAPTER 7 NOTIFICATION TO CALIFORNIA STATE CONTROLLER

Pursuant to California Revenue and Taxation Code section 3700.5, "Not less than 45 days nor more than 120 days before the proposed sale, the tax collector shall send notice of the proposed sale to the Controller."

County: Napa County

Type of sale: Internet Auction Dates: September 6-7, 2023

Location: Web Address will be provided when available

Number of parcels offered: **[65 or 106]**

County contact: Robert Minahen 707.253.4328

Best Regards,

Robert G. Minahen
Treasurer-Tax Collector
robert.minahen@countyofnapa.org
Direct Line: 707.253.4328



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A Commitment to Service

Treasurer-Tax Collector

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Suite 310
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www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Robert G. Minahen
Treasurer-Tax Collector

MEMORANDUM

To:	Board of Supervisors	From:	Robert G. Minahen Treasurer-Tax Collector
Date:	June 2, 2023	Re:	June 6, 2023 Board of Supervisors Agenda Item No. 11D – Tax Defaulted Properties

Exhibits A and B for this agenda item have been revised to include physical addresses, when one exists, of parcels recommended for auction as is required by Revenue and Taxation Code.

EXHIBIT A

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum Bid
1	032-250-031	Universal Life Church	2426 Harness Dr, Pope Valley	Land Only	\$ 16,486
2	032-250-034	Universal Life Church		Land Only	\$ 15,827
3	032-250-038	Universal Life Church		Land Only	\$ 16,926
4	032-280-025	Taylor Robert H		Land Only	\$ 7,288
5	032-280-037	Taylor Robert H		Land Only	\$ 7,288
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7	032-300-011	Shipman Jim W & Huang Likuan		Land Only	\$ 7,895
8	032-300-018	Shipman Jim W & Huang Likuan		Land Only	\$ 8,034
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11	032-310-016	Leung Winifred Kawai		Land Only	\$ 17,158
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14	032-320-003	Taylor Robert H		Land Only	\$ 7,288
15	032-320-007	Cotham Jon and Debbie Court		Land Only	\$ 7,895
16	032-320-009	Bexton William H		Land Only	\$ 11,705
17	032-320-019	Jones Robert C		Land Only	\$ 21,566
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19	032-330-021	GRAINGER AMY G		Land Only	\$ 14,085
20	032-330-022	NGUYEN LISA KIM-PHUONG		Land Only	\$ 23,362
21	032-340-013	CESMAT RAY & LOUANNA		Land Only	\$ 21,233
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38 019-451-021	Shers George		Land Only	\$ 14,120
39 019-461-011	Chen Tsai and S C Huang	1046 Arroyo Grande Dr, Napa	Land Only	\$ 16,674
40 019-461-024	Universal Life Church	1098 Arroyo Grande Dr, Napa	Land Only	\$ 32,516
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61 033-200-026	Vanburen Michael		Land Only	\$ 119,264
62 033-200-027	Vanburen Michael		Land Only	\$ 134,111
63 041-321-021	Domingo Shannon Lynn	1047 Johnston St, Napa	Land & Imps	\$ 60,671
64 044-062-035	Ritchie Archibald A Est of		Land Only	\$ 39,855
65 058-201-007	Delfiorentino Phyllis Marie TR	210 Andrew Rd, American Canyon	Land & Imps	\$ 9,105

EXHIBIT B

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum
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69	016-194-003	Schalesky Frederick Theodore		Land Only	\$ 21,523
70	016-194-006	Wegener David		Land Only	\$ 20,735
71	016-203-010	Wright Gerald & Sara TR		Land Only	\$ 24,478
72	016-203-023	Wheatley Venus N		Land Only	\$ 26,161
73	016-203-024	Miller Bruce		Land Only	\$ 23,785
74	016-203-028	Newman Joseph T		Land Only	\$ 23,369
75	016-211-003	Berriedale Corporation		Land Only	\$ 16,873
76	016-213-006	Fowler Marie K Tr		Land Only	\$ 26,481
77	016-222-008	Eakle Sam		Land Only	\$ 22,504
78	016-223-004	Dykes Larry D & Easton Marian A Tr		Land Only	\$ 21,523
79	016-231-003	Unruh Eric		Land Only	\$ 23,402
80	016-231-005	Lin Kuo-Ren ETAL		Land Only	\$ 15,934
81	016-231-008	Doellerer Christian & B Michelle		Land Only	\$ 23,044
82	016-233-003	Pineda Ulises & Hernandez Martha D		Land Only	\$ 14,978
83	016-234-006	Svoboda Edward M Jr		Land Only	\$ 26,481
84	016-234-007	Reepen Bruno F		Land Only	\$ 21,908
85	016-241-003	Passalacqua Carlo		Land Only	\$ 23,785
86	016-242-002	Fletcher Kenny Suc ETAL TR		Land Only	\$ 14,348
87	016-243-005	Shipman Jim W & Huang Likuan		Land Only	\$ 23,306
88	016-243-006	Shipman Jim W & Huang Likuan		Land Only	\$ 21,523
89	016-243-010	King Clyde & Mary Ellen		Land Only	\$ 17,812
90	016-243-013	Mund Chuck & Carolyn		Land Only	\$ 14,023
91	016-243-016	Wisnewski Cori		Land Only	\$ 21,523
92	016-243-018	Ayala Xavier		Land Only	\$ 25,530
93	016-252-013	King Clyde R & Mary Ellen		Land Only	\$ 23,369
94	016-253-001	Eakle Sam		Land Only	\$ 22,504
95	016-253-002	Tompkins Daniel D		Land Only	\$ 23,044
96	016-253-004	Fifield Blake		Land Only	\$ 21,523
97	016-253-006	Napa County Public Conservator		Land Only	\$ 21,523
98	016-253-010	Kathi Hari Babu		Land Only	\$ 17,812

EXHIBIT B

Assessor's Parcel Number		Current Assessed Owner	Property Location	Type	Minimum
99	016-254-004	Aminy Enayat		Land Only	\$ 22,469
100	016-254-024	Fifield Blake		Land Only	\$ 21,523
101	016-254-025	Campos Silvano C		Land Only	\$ 26,481
102	016-261-005	Jones Charles W Jr and Alice E Tr		Land Only	\$ 17,812
103	016-262-003	Wisnewski Cory		Land Only	\$ 21,523
104	016-262-007	Campos Silvano C		Land Only	\$ 26,481
105	016-262-018	Reyes Leo		Land Only	\$ 23,785
106	016-263-009	Fifield Blake		Land Only	\$ 21,523



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: 6/6/2023

File ID #: 23-0768

TO: Board of Supervisors

FROM: Jennifer Palmer, Director of Housing and Homeless Services

REPORT BY: Alex Carrasco, Staff Service Analyst

SUBJECT: Public Hearing and consideration of a resolution to impose assessments for Fiscal Year 2023-2024 for County Service Area No. 4 (CSA 4) - Farmworker Housing

RECOMMENDATION

PUBLIC HEARING 9:30 AM - CSA 4 Assessment

Director of Housing and Homeless Services requests the following relating to County Service Area No. 4 (CSA 4) - Farmworker Housing:

1. Open Public Hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2023-2024; and
2. Close Public Hearing and adopt the Resolution authorizing and levying assessments for Fiscal Year 2023-2024 on qualifying property owners in the amount of \$13.00 per planted acre.

EXECUTIVE SUMMARY

On May 16, 2023, an Engineer's Report was submitted to the Board in compliance with the requirements of the Government Code and Proposition 218. The Board adopted a resolution declaring the County's intent to levy assessments for CSA 4 for Fiscal Year 2023-2024 and setting a public hearing for June 6, 2023, to consider any objections or comments regarding the proposed assessments. A recommended resolution levying the assessment of \$13 per planted acre is attached.

PROCEDURAL REQUIREMENTS

1. Open Public Hearing for levying of Assessments

2. Staff report
3. Public comment
4. Close Public Hearing.
5. Motion, second, discussion and vote to adopt the resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	County Service Area No. 4
Is it Mandatory or Discretionary?	Mandatory
Discretionary Justification	On May 16 2023, the Board approved a resolution accepting the Engineer's Report and setting the public hearing for June 06, 2023, to hear protests of the proposed Assessment. Today's public hearing and requested action complete this process.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If the Assessments are not levied, CSA 4 will not have Assessment income for Fiscal Year 2023-2024 and the farmworker housing program will not have funding necessary for its continuation.
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 2002, the Board of Supervisors created County Service No. 4 (CSA 4) to provide funding for farmworker housing programs. Funding is achieved by the program through the imposition and collection of assessments ("Assessments") on parcels of real property in CSA 4 that contain one or more planted vineyard acres that will receive special benefits from the services rendered by farmworkers who are housed through this program. In 2022, affected property owners authorized and extended the CSA 4 program and the imposition of Assessments for a five-year period through Fiscal Year 2026-2027. Five years is the maximum period of time the Assessments for CSA 4 can be imposed without obtaining qualifying property owners' consent to a reauthorization of the Assessments for an additional five-year period.

On May 16, 2023, the Board adopted Resolution No. 2023-62 (NCHA), which accepted the Engineer's Report

for CSA 4 dated May 4, 2023 ("Report"). The Report includes a description of each parcel of real property benefitting from CSA 4 services and the amount of the Assessment for such parcel computed in conformity with County Service Area law and Napa County Code sections 3.12.030 and 3.12.040. The Board's resolution set the public hearing on this matter for June 6, 2023 at 9:30 a.m. and directed the Clerk of the Board to cause requisite notice of the public hearing to be published, which the Clerk has done.

The current Assessment imposed on qualifying property owners is \$12.00 per planted acre per year. The proposed Fiscal Year 2023-2024 budget assumes a \$13 assessment per planted vineyard acre, as anticipated in the Engineer's Report issued when affected property owners voted on continuing the assessments in 2022. The maximum authorized assessment is \$15 per planted acre.

RESOLUTION NO. 2023-_____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY,
STATE OF CALIFORNIA, AUTHORIZING AND LEVYING
ASSESSMENTS FOR THE PROVISION OF FARMWORKER HOUSING
WITHIN COUNTY SERVICE AREA NO. 4 FOR FISCAL YEAR 2023-2024**

WHEREAS, in 2002 the Board of Supervisors of Napa County (“the 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, the miscellaneous extended services (collectively “Services”) which may be provided by CSA No. 4 include any or all of the following:

- (1) Acquiring farmworker housing;
- (2) Building farmworker housing;
- (3) Leasing farmworker housing; and
- (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 desires to continue to provide the Services in CSA No. 4 during fiscal year 2023-2024 and to fund such Services through the assessment rate methodology and special benefit analysis approved in an election held in 2022 by the owners of the parcels 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 (“Prop. 218”); and

WHEREAS, pursuant to the County Service Area Law and Napa County Code section 3.12.040, at the request of the Board, a registered professional engineer certified by the State of California prepared a written Engineer’s report (“Report”) which contains all of the information required for such Report by the County Service Area Law and Chapter 3.12 of the Napa County Code and sets forth the individual assessments for the affected properties necessary to fund the extended services to be provided in fiscal year 2023-2024, and which the Board accepted for filing by resolution adopted on May 16, 2023; and

WHEREAS, in accordance with Napa County Code section 3.12.040, upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed 9:30 a.m. on June 6, 2023, in the Board of Supervisors’ Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559 as the time, date and place for 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; and

WHEREAS, the Clerk of the Board published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in Napa County, as provided in Government Code section 6066; and

WHEREAS, further notice is not required by Prop. 218 because the proposed assessments for fiscal year 2023-2024 are calculated using the same rate and benefit methodology as that approved by the voters in 2022, and because the voters approved increases in the assessments of up to \$15 per planted acre per year, and because the proposed assessments for fiscal year 2023-2024 of \$13 per planted acre are therefore not considered by Government Code section 53750 to be “increased” or “new” assessments as that term is used in Prop. 218; and

WHEREAS, on June 6, 2023, at the time and place noted above, the Board held a public hearing at which the Board heard and considered public testimony regarding the content and accuracy of the Report, and statements in support or opposition to the proposed Assessments, if any; and

WHEREAS, the Board, having considered the Report and all of the information submitted by the public, believes it is in the best interests of CSA No. 4 and the affected property owners to levy for fiscal year 2023-2024 the assessments as calculated in the Report;

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

1. The Board hereby finds and determines that the above recitals are true and correct.
2. Pursuant to Napa County Code section 3.12.040(C), the Board hereby confirms the contents and recommendations of the Report; levies an assessment in the amount of \$13.00 per planted vineyard acre for those qualifying properties within County Service Area No. 4 for fiscal year 2023-2024 as set forth in the Report; and orders collection of the assessments in conformance with Chapter 3.12 of the Napa County Code.
3. In accordance with Napa County Code section 3.12.050, each assessment levied under Paragraph (2) of this Resolution, above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, and shall thereafter be collected 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.

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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 6th day of June, 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 25, 2023</u> PL Doc. No. 91714</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
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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0702

TO: Board of Supervisors

FROM: Tracy Cleveland - Agricultural Commissioner/Sealer of Weights and Measures

REPORT BY: Jaspreet Faller - Staff Services Analyst II

SUBJECT: Public Hearing to Consider any Objections or Protests, and to Adopt a Resolution Imposing Assessments on Behalf of the Napa County Winegrape Pest and Disease Control District

RECOMMENDATION

PUBLIC HEARING 9:00 AM - Winegrape Pest and Disease Control District

Agricultural Commissioner/Sealer of Weights and Measures requests the following actions to the Napa County Winegrape Pest and Disease Control District (District):

1. Open Public Hearing to consider any objections or protests with respect to the assessments proposed for the District for Fiscal Year 2023-24; and
2. Close Public Hearing and adopt a Resolution authorizing and levying assessments for Fiscal Year 2023-24 on qualifying properties in the District.

EXECUTIVE SUMMARY

In August 2002, the Napa County Winegrape Pest and Disease Control District (District) obtained authorization from owners of property containing one or more acres of planted vineyards ("qualifying property owners") to levy an assessment of up to \$20 per acre to fund the detection, prevention, and treatment of the Glassy-winged Sharpshooter and Pierce's Disease through partially funding the Napa County Glassy-winged Sharpshooter workplan.

In 2006, qualifying property owners voted to expand the scope of the District to include activities to control other winegrape pests in addition to Glassy-winged Sharpshooter and Pierce's Disease. Currently the District collects assessments for funding a Vine Mealybug control program, and an Enhanced Detection Trapping/Research program as well as a portion of the Glassy-winged Sharpshooter prevention and detection program. In 2022, the district was reauthorized for an additional five years until March 26, 2027. This public hearing is to consider objections or protests to the proposed assessment. The resolution imposes an assessment in the amount of \$10.70 per planted vineyard acre for Fiscal Year 2023-24 on qualifying properties and is

attached.

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?	Yes
Where is it budgeted?	Agricultural Commissioner
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The revenue from the assessments is used in combination with State funding and the County General Fund as a part of a financial partnership developed to prevent Pierce's Disease and the spread of the Glassy-winged Sharpshooter and other winegrape pests, such as the Vine Mealybug. Program activities include the placement and inspection of traps; inspection of all incoming plant shipments; release of biological control; education and outreach and inspection of properties to determine the presence of the pests.
Is the general fund affected?	Yes
Future fiscal impact:	While there is no direct future fiscal impact beyond FY2023-24, it is anticipated that the District will continue to participate in a financial partnership, for activities related to Glassy-winged Sharpshooter, Vine Mealybug, and other potential pests and diseases of winegrapes.
Consequences if not approved:	If this item is not approved, there would be a decrease in the level of service for these programs, a higher risk of establishment of Glassy-winged Sharpshooter and the spread of Pierce's Disease, an increase in spread of Vine Mealybug, and possible damage from other pests and diseases of winegrapes in Napa County.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The formation of the District and original imposition of assessments was analyzed in a Negative Declaration adopted March, 2002, and the instant activity is further statutorily exempt from CEQA pursuant to 14 California Code of Regulations 15273 (State CEQA Guidelines) in that the assessments are utilized to assist in funding the Agricultural Commissioner's programs related to winegrape

pests and diseases.

BACKGROUND AND DISCUSSION

The Napa County Winegrape Pest and Disease Control District (District) was formed in 2002 for the purpose of providing funding for the prevention of Pierce's Disease and the spread of the Glassy-winged Sharpshooter (GWSS). In August 2002, qualifying property owners approved the imposition of an assessment not to exceed \$20 per acre per year to carry out that objective. All vineyards that are one or more acres in size are subject to the assessment. In 2006, qualifying property owners voted to expand the scope of the District to include activities to control other winegrape pests in addition to Glassy-winged Sharpshooter and Pierce's Disease. Currently the District collects assessments for funding a Vine Mealybug (VMB) control program, a research program, as well as a portion of the Glassy-winged Sharpshooter prevention and detection program.

Currently the District collects assessments for funding a Vine Mealybug (VMB) control program, a portion of the Glassy-winged Sharpshooter prevention and detection program, UCCE research, and outreach and education.

In 2022, the District was reauthorized until March 26, 2027. Each year, an Engineer's Report is prepared to verify parcels with vineyard acreage subject to the assessment, ownership information and amount of the assessment for each parcel.

The proposed assessments are based upon an allocation of program costs over all properties subject to assessment within the District - approximately 45,250 acres - which varies slightly from year to year. The Fiscal Year 2023-24 Engineer's Report recommends the levy of an assessment in the amount of \$484,175, for a per acre assessment of \$10.70.

Assessment funds that are collected are placed into a special revenue fund and disbursed by the Pest District Board of Directors. A fiscal year end trust account balance of approximately \$96,695 from Fiscal Year 2022-23 will result in total funds available in the amount of \$580,870 for Fiscal Year 2023-24 which is the revenue amount used in the District's budget.

The total estimated cost for the Agricultural Commissioner to implement the Fiscal Year 2023-24 Napa County GWSS workplans, the Vine Mealybug program, and outreach is \$840,000 with direct funding coming from the Department of Food and Agriculture (\$180,000), the County (\$185,000), and the proposed assessments (\$475,000).

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, AUTHORIZING AND LEVYING ASSESSMENTS FOR THE NAPA COUNTY WINEGRAPE PEST AND DISEASE CONTROL DISTRICT FOR THE 2023/2024 FISCAL YEAR

WHEREAS, in 2002, the Board of Supervisors of Napa County ("the Board"), formed the Napa County Winegrape Pest and Disease Control District (the "District") pursuant to Food and Agricultural Code sections 6293 et seq., as a mechanism for providing funding for inspection, detection, prevention and education concerning Pierce's disease spread by the Glassy-winged sharpshooter; and

WHEREAS, in 2006, qualifying property owners and the Board voted to expand the scope of the District to include diseases and pests affecting wine grapes other than Pierce's disease and Glassy-winged sharpshooter; and

WHEREAS, the Board desires to continue to provide for the activities of the District during the 2023/2024 fiscal year and to continue to fund such services through the assessment rate methodology and special benefit analysis approved in 2006 by the Board, following compliance with the public notice and hearing requirements of Government Code section 54954.6(c)(2)(G), and approved 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 of the California Constitution; and

WHEREAS, pursuant to Food and Agricultural Code sections 6293 et seq. and Napa County Code section 3.54.040, a written Engineer's Report ("Report") was prepared at the request of the Board, by a registered professional engineer certified by the State of California, that contains all the information required for such Report by Chapter 3.54 of the Napa County Code and that sets forth the individual assessments for the affected properties necessary to fund the activities of the District for fiscal year 2023/2024; and

WHEREAS, in accordance with Napa County Code section 3.54.040, upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed June 6, 2023, at 9:00 a.m. in the Board of Supervisors' Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559, as the time, date, and place for public hearing on the Report and for the filing of any objections or protests thereto; and

WHEREAS, the Clerk of the Board published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in Napa County, as provided in Government Code section 6066; and

WHEREAS, further notice is not required by Prop. 218 because the proposed assessments are calculated using the same rate and benefit methodology as that approved by

property owners in 2006 and are therefore not considered, under Government Code section 53750 and Napa County Code section 3.54.010 to be “increased” or “new” assessments as that term is used in Prop. 218; and

WHEREAS, on June 6, 2023, at the time and place noted above, the Board held a public hearing at which the Board heard and considered all objections and protests filed with respect to imposition of the assessments proposed in the Report; and

WHEREAS, the Board, having considered the Report and all the information submitted by the public, believes it is in the best interests of the District, and the affected property owners to levy for fiscal year 2023/2024 the assessments as calculated in the Report.

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

1. The Board hereby finds and determines that the above recitals are true and correct.
2. Pursuant to Napa County Code section 3.54.040(C), the Board hereby confirms the contents and recommendations of the Report; levies an assessment in the amount of \$10.70 per planted vineyard acre for those qualifying properties within Napa County Winegrape Pest and Disease Control District for fiscal year 2023/2024 as more particularly set forth in the Engineer’s Report dated May 4, 2023; and orders collection of the assessments in conformance with Chapter 3.54 of the Napa County Code.
3. In accordance with Napa County Code section 3.54.050, each assessment levied under (2), above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, and shall thereafter be collected 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.

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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 6th day of June, 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: <i>Chris R.Y. Apallas</i> Deputy County Counsel</p> <p>Date: <u>April 18, 2023</u> Doc. No. 89637</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed by: _____</p> <p>_____ Deputy Clerk of the Board</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: 6/6/2023

File ID #: 23-0788

TO: Board of Supervisors
FROM: Brian Bordona - Interim Director, Planning, Building and Environmental Services
REPORT BY: Brian Bordona - Interim Director, Planning, Building and Environmental Services
SUBJECT: Le Colline Vineyard Appeal - Continuance Requested to August 15, 2023

RECOMMENDATION

PUBLIC HEARING 9:00 AM - Le Colline Appeal

Consideration and possible direction regarding an appeal filed by Center for Biological Diversity (Appellant) concerning the Le Colline Vineyard agricultural erosion control application (P14-00410-ECPA) submitted by Le Colline, LLC and Cold Springs, LLC (Applicant) to a decision made by the Designee of the Interim Director of the Planning, Building and Environmental Services (PBES) Department on March 24, 2023, to: (1) certify the Final EIR prepared for the Le Colline ECPA (P14-00410-ECPA); (2) adopt the findings required pursuant to the California Environmental Quality Act (CEQA) including, but not limited to, rejecting the Proposed Project, the No Project Alternative and the Reduced Intensity Alternative, finding the Increased Water Quality and Sensitive Habitat Protection Alternative as revised and as set forth in the FEIR (the Modified Project or the Water and Habitat Alternative) consistent with the Napa County General Plan; (3) adopt the Mitigation Monitoring and Reporting Program; (4) adopt the Modified Project Alternative and (5) approve ECPA No. P14-00410-ECPA as revised to reflect the Modified Project, which generally consists of increased stream setbacks to avoid areas with relative higher biological value, and provide for greater wildlife movement. The project site is located on 88.3-acres south of the community of Angwin, on the east side of Howell Mountain Road and west of Cold Springs Road, within the unincorporated portion of Napa County (County) and zoned Agricultural Watershed (AW) and general plan designated Agricultural, Watershed and Open Space (AWOS) on Assessor's Parcel Numbers (APNs) 024-300-070, 024-300-071, 024-300-072, and 024-340-001.

(APPELLANT, APPLICANT AND STAFF REQUEST A CONTINUANCE TO AUGUST 15, 2023, AT 9:00 A.M.)

EXECUTIVE SUMMARY

The matter before the Board involves an appeal filed by Appellant to a decision by the Designee of the Interim Director of the PBES Department on March 24, 2023, to certify a Final EIR, adopt CEQA findings and approve agricultural erosion control plan P14-00410-ECPA submitted by the Applicant to develop and operate approximately 20.55 net acres of new vineyard within the Lake Hennessey sensitive domestic water supply drainage. The project also involves a timberland conversion permit from CDF.

Pursuant to the County's appeals ordinance (Napa County Code Chapter 2.88), a public hearing on the appeal must be scheduled not less than fifteen days nor more than ninety calendar days from submittal of an appeal. To accommodate Appellant's, Applicant's and Staff's schedules, it is requested that the appeal be heard on August 15, 2023. In order to satisfy the ninety-day scheduling deadline in the appeals ordinance, all parties request that the Chair introduce the item, open the public hearing, and request a motion for continuance to August 15, 2023, at 9:00 a.m. Since this is a simple continuance and the project will not be discussed, Staff presentation and public testimony will not occur at the June 6, 2023, meeting. The Staff presentation and presentations by the Applicant and Appellant along with public comment regarding the appeal and the project will occur at the hearing on August 15th. Written public comments should be submitted in advance of the August 15th hearing. Staff, Applicant and Appellant all support the continuance.

PROCEDURAL REQUIREMENTS:

1. Chair introduces items and opens the public hearing.
2. Motion by a Board member, second by another Board member, and a vote by the Board to continue the item to August 15, 2023, at 9 a.m.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is the general fund affected?	No
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Draft Environmental Impact Report (State Clearinghouse No. 2016042030) prepared (January 2019); Final Environmental Impact Report (FEIR) prepared (December 2022) and certified.

BACKGROUND AND DISCUSSION

The matter before the Board involves an appeal filed by Appellant concerning the Le Colline Vineyard agricultural erosion control application (P14-00410-ECPA) submitted by Applicant and the decision made by the Designee of the Interim Director of the PBES Department on March 24, 2023, to: (1) certify the Final EIR prepared for the Le Colline ECPA (P14-00410-ECPA); (2) adopt the findings required pursuant to the California Environmental Quality Act including, but not limited to, rejecting the Proposed Project, the No Project Alternative and the Reduced Intensity Alternative, finding the Increased Water Quality and Sensitive Habitat Protection Alternative as revised and as set forth in the FEIR (the Modified Project or the Water and Habitat Alternative) consistent with the Napa County General Plan; (3) adopt the Mitigation Monitoring and Reporting Program; (4) adopt the Modified Project Alternative and (5) approve ECPA No. P14-00410-ECPA as revised to reflect the Modified Project, which generally consists of increased stream setbacks to avoid areas with relative higher biological value, and provide for greater wildlife movement. The project site is located on 88.3-acres south of the community of Angwin, on the east side of Howell Mountain Road and west of Cold Springs Road.

On April 7, 2023, a timely appeal packet was filed by Appellant and a timely appeal packet was submitted on April 20, 2023. Pursuant to the County's appeals ordinance (Napa County Code Chapter 2.88), a public hearing on the appeal must be scheduled not less than fifteen days nor more than ninety calendar days from submittal of an appeal. In order to satisfy the ninety-day scheduling deadline in the appeals ordinance, Staff requests that the Chair introduce the item, open the public hearing and request a motion for continuance to August 15, 2023, at 9:00 a.m. Staff presentation and public testimony will not occur at the June 6, 2023 hearing. Applicant, Appellant and Staff all support the continuance.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-0669

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health and Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Emergency Medical Services (EMS) Annual Presentations

RECOMMENDATION

SET MATTER 9:35 AM - Emergency Medical Services (EMS) Annual Presentations

Director of Health and Human Services Agency (HHSA) requests the Board receive the following presentations regarding Napa County EMS:

1. Presentation by Lois Husted, Chair of the Emergency Medical Care Committee ("EMCC"), to provide the EMCC Annual Report; and
2. Presentation by Shaun Vincent, EMS Administrator, to provide the local Emergency Medical Services 2022 calendar year annual update.

EXECUTIVE SUMMARY

Request the Board of Supervisors accept two presentations regarding Napa County EMS from the Chair of the Emergency Medical Care Committee and the EMS Administrator.

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**Emergency Medical Care Committee Annual Report**

The Napa County Medical Emergency Care Committee ("EMCC") is established by the Napa County Board of Supervisors to perform the functions set forth in (1) below as authorized by Sections 1797.270 through 1797.276 of the California Health and Safety Code relating to the provision of ambulance services, emergency medical care, and training programs in cardiopulmonary resuscitation and lifesaving first aid techniques within Napa County.

1. The EMCC shall perform the following functions:**a. Review, at least annually, all of the following:**

- i. The operation of ambulance services operating within Napa County;
- ii. Emergency medical care offered within Napa County, including training in Cardio-Pulmonary Resuscitation;
- iii. Public Access Defibrillation; and
- iv. First aid practices.

b. Report to the State EMS Authority, the local EMS Agency, and the Board, at least annually, regarding the observations and recommendations of the EMCC resulting from the EMCC's activities listed in (1) above.

c. Act in an advisory capacity to the Board and the local EMS Agency on all matters related to emergency medical services as directed and requested by the Board from time to time.

Local Emergency Medical Services Annual Update

On July 1, 2022, the Public Health Division of the Napa County Health and Human Services Agency completed its eleventh year as an independent County run, Local Emergency Medical Services Agency, or "LEMSA". Among the most significant highlights from the last year are:

1. Successful implementation of a ten-year exclusive emergency ambulance services agreement with American Medical Response, bringing several EMS systems enhancements to Napa County.
2. Successful implementation of an evidence-based emergency medical dispatch system in partnership with the City of Napa.
3. Successful execution of Advanced Life Support First Responder Agreement with the American Canyon Fire Protection District and Advanced Life Support Rescue Aircraft Agreement with the California Highway Patrol.



A Tradition of Stewardship
A Commitment to Service

Napa County Board Of Supervisors

Emergency Medical Care Committee (EMCC) ~ Annual Report

June 6, 2023



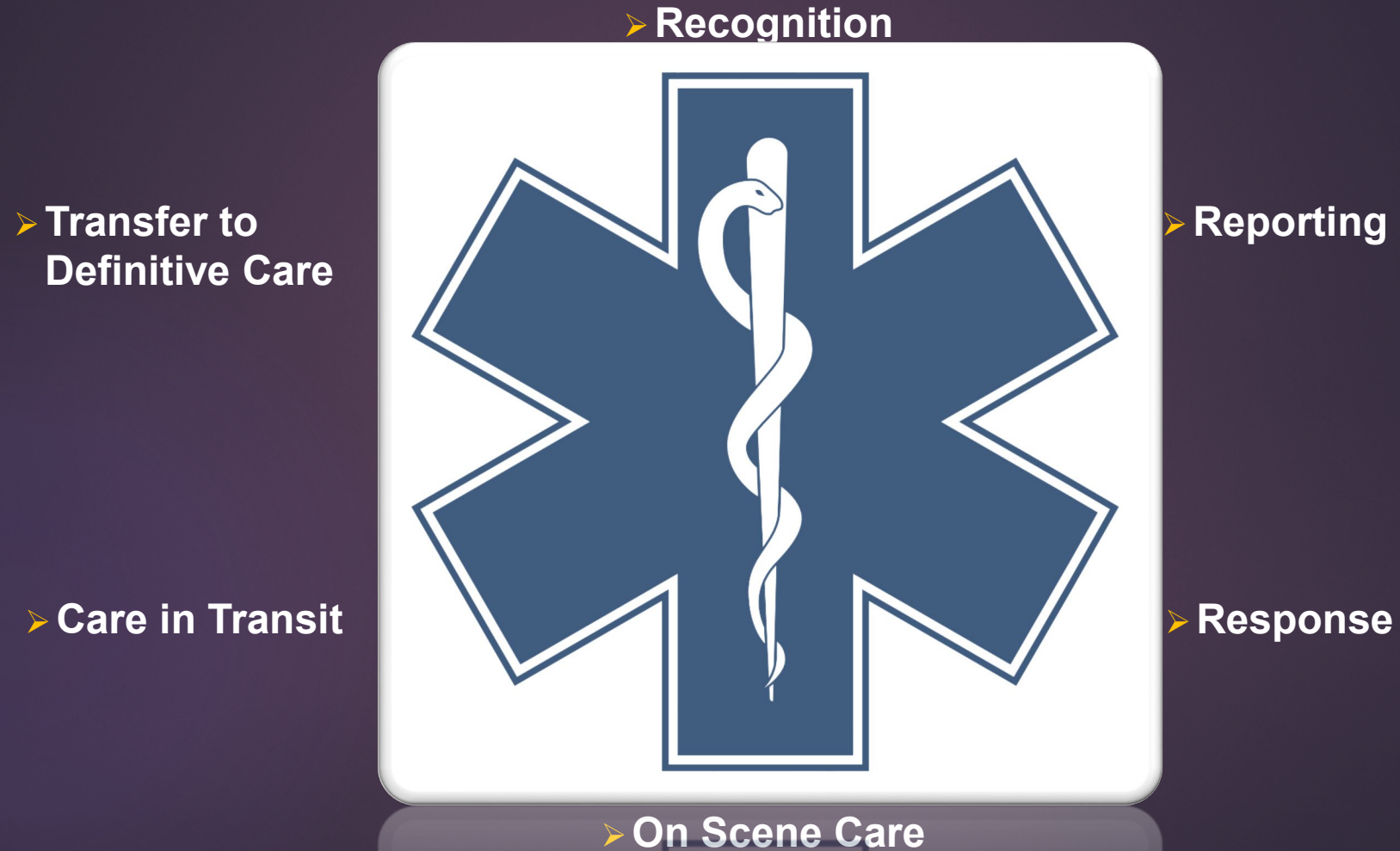
Core Functions of EMCC

- Review Ambulance Operations In Napa County
- Act In An Advisory Capacity To The Napa County Board Of Supervisors and The Local EMS Agency
- Review Emergency Medical Care Offered Within Napa County
 - Cardio-Pulmonary Resuscitation (CPR)
 - Public Access Defibrillation (PAD)
 - First Aid Practices

Membership of EMCC

- Air Ambulance Provider
- American Red Cross
- California Highway Patrol – Air Operations
- City of Napa Central Dispatch
- Department of State Hospitals Napa
- EMS Training Programs
- Medical Advisory Committee
- Municipal / District Fire Departments
- Napa County Ambulance EOA Provider
- Napa County Fire / CAL Fire
- Napa County Sheriff
- Public Members
- Queen of the Valley Medical Center
- St. Helena Hospital
- Veterans Home of California Yountville
- Napa County Liaisons
 - EMS Administrator
 - Executive Office and Board of Supervisors
 - Health Officer

The System of EMS

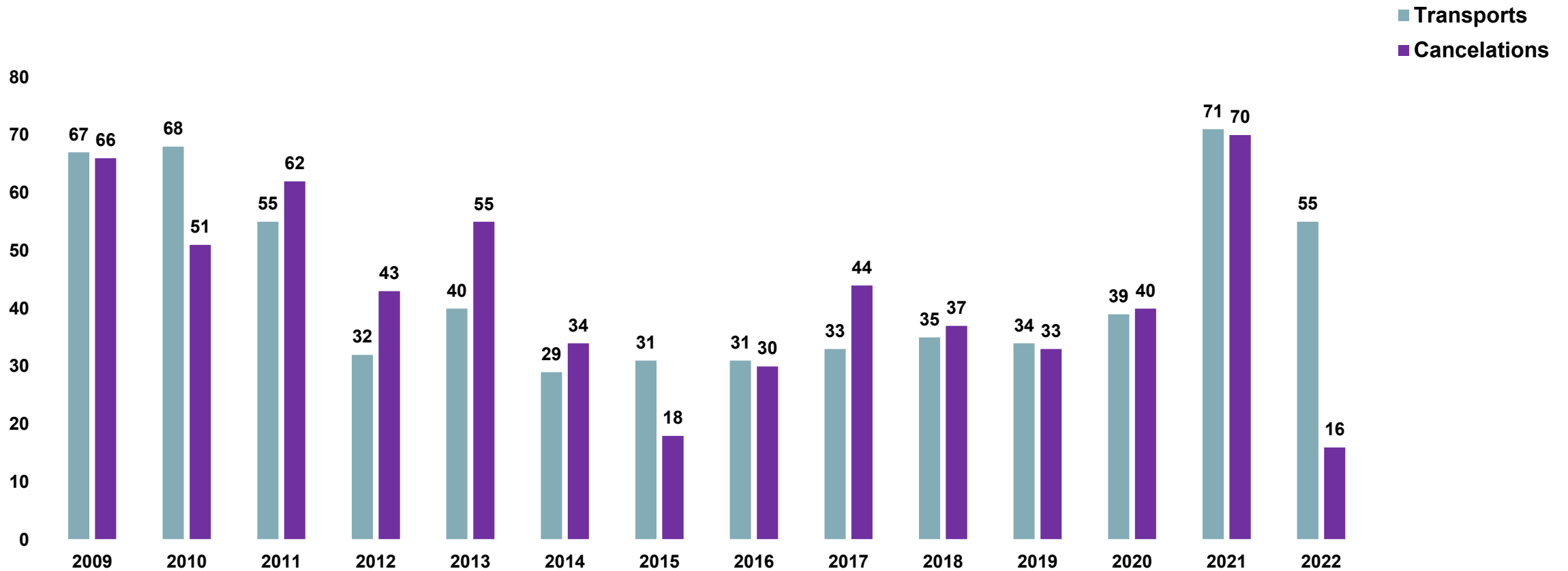


Ground Ambulance Operations

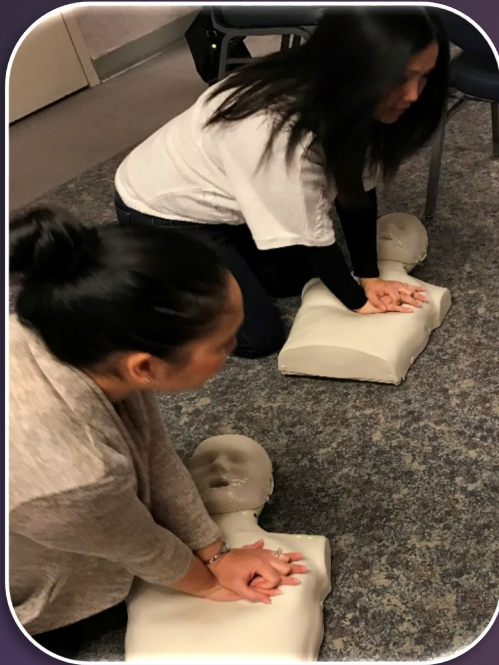
GROUND AMBULANCE TRANSPORTS BY PROVIDER - 2022			
Provider	ALS	BLS	Total
American Medical Response	10,352	1,866	12,218
Department of State Hospitals Napa	-	224	224
Falcon Critical Care Transport	-	221	221
LIFEWest Northern California Ambulance	-	323	323
Medic Ambulance Service Inc	-	34	34
West Coast Medical Transport	-	3,064	3,064

Air Ambulance Operations

EMS Helicopter Utilization
2009 - 2022



Hands-Only CPR - Napa County



Number of people
taught in 2022

1700



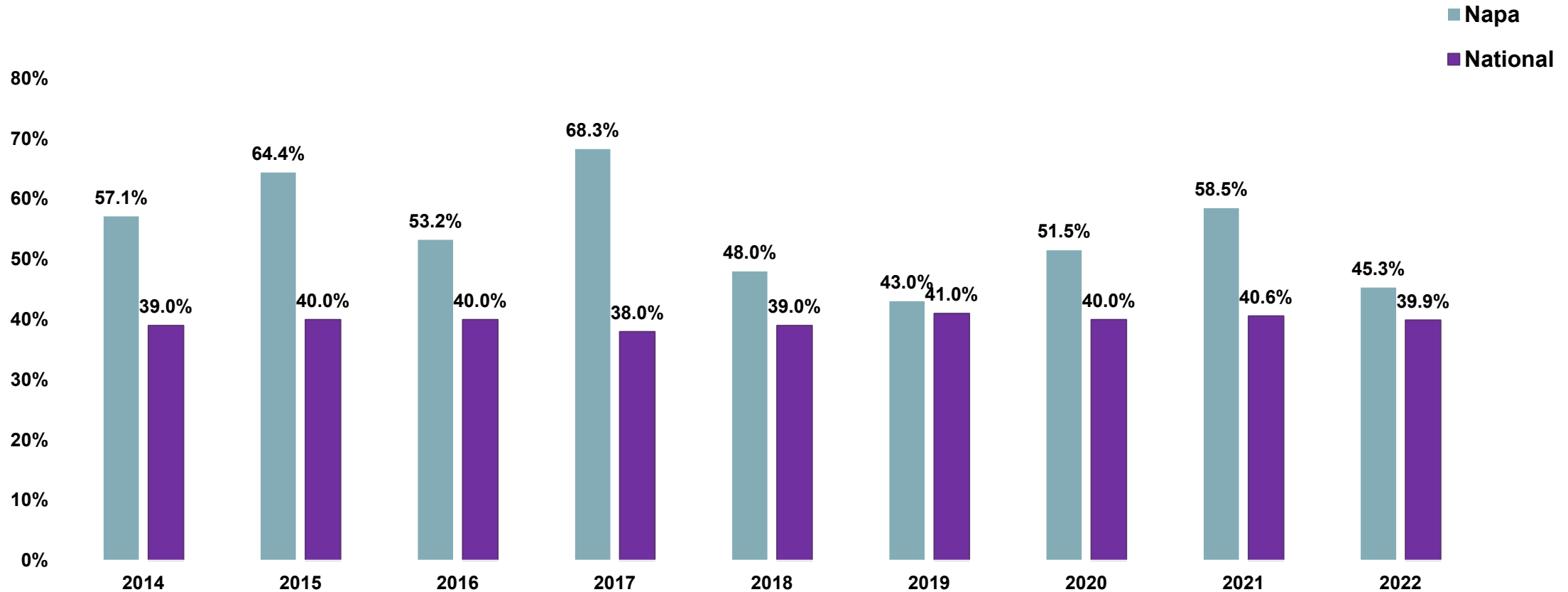
Number of events in
2022

20



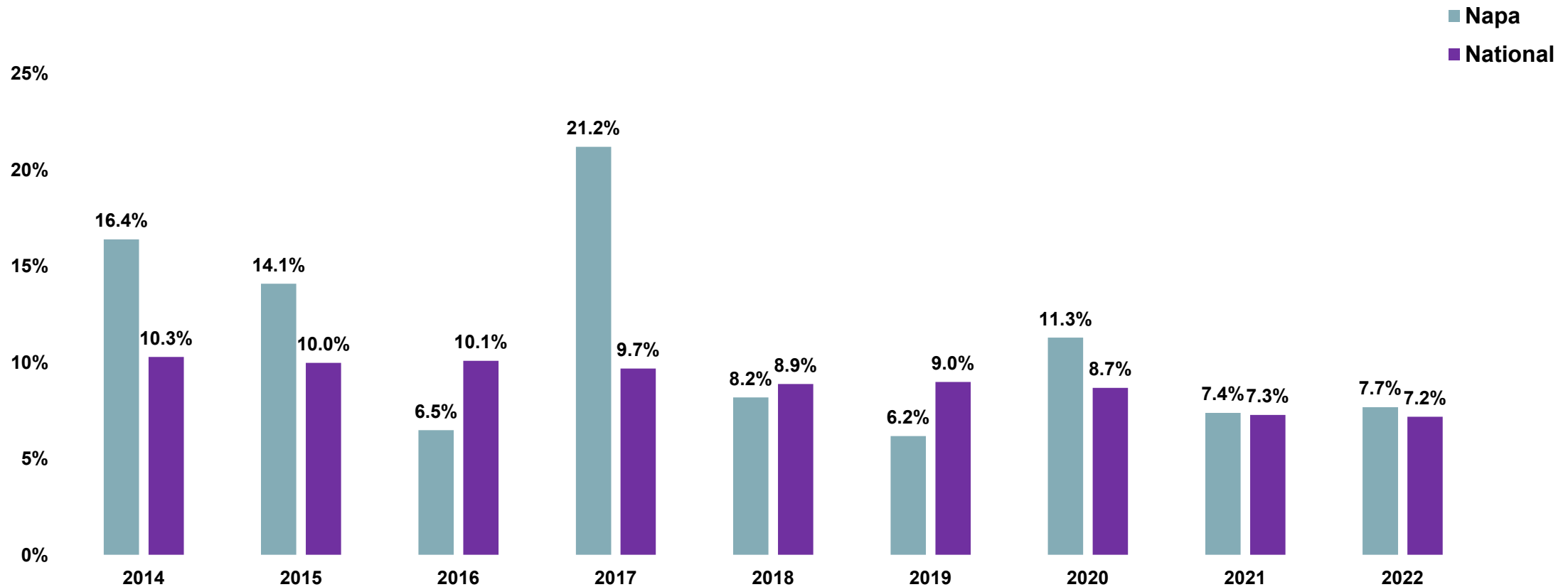
Cardiac Arrest Survival

Bystander CPR 2014 - 2022

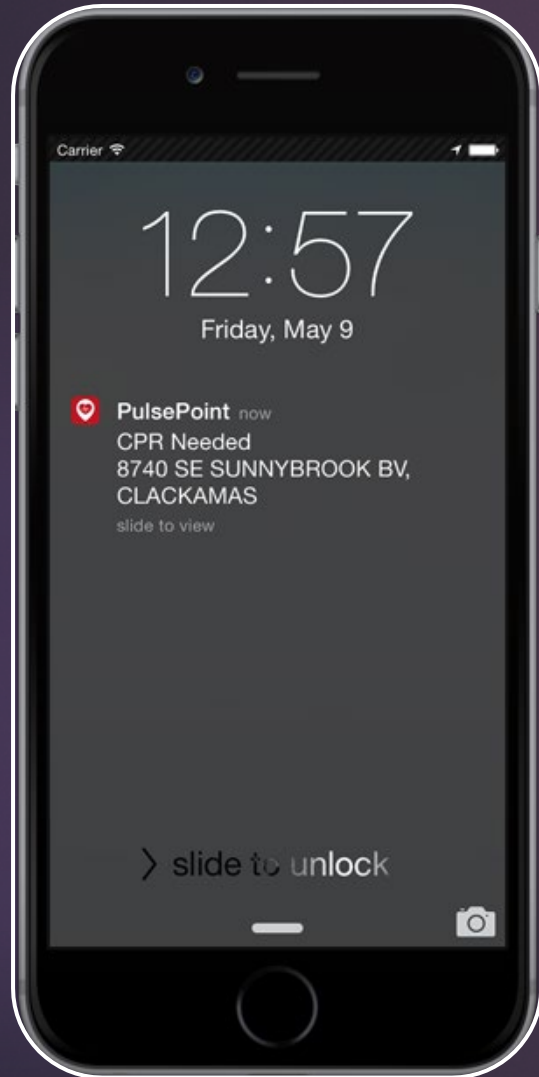


Cardiac Arrest Survival

Overall Cardiac Arrest Survival 2014 - 2022



PulsePoint



- Use of the APP is discussed at all HOCPR training and community events
- Steady progress in the number of registered users
- Coffee Sleeves in 2020, 2021 & 2022



PulsePoint

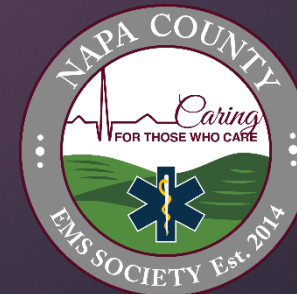
Current Napa County HeartSafe Communities

- City of American Canyon
- City of Calistoga
- City of Napa



Survivors' Reunion

- 2019 Survivors
- 2020, 2021 & 2022 Events were Cancelled
- Fully Supported By Donations From The Stakeholders
- Event Has Been Covered And Published By Napa Valley Register



Accomplishments for 2022

- Pandemic Response and Support for Public Health
- Virtual Continuing Education

EMCC Goals for 2023

- Continue to identify (all) AED locations in Napa County
- Educate our community members in Hands Only CPR and use of an AED
 - Continue event based training and seek other avenues for outreach during this challenging year
- Collaborate with key community partners to encourage successful designation as a HeartSafe Community
 - St. Helena
 - Angwin
 - Yountville





NAPA COUNTY EMERGENCY MEDICAL SERVICES AGENCY

2022 ANNUAL REPORT

Presented to the Napa County Board of Supervisors June 6, 2023



NAPA COUNTY
Health & Human
Services Agency



EMS AGENCY STAFFING UPDATE



- EMS ADMINISTRATOR
- EMS MEDICAL DIRECTOR
- EMS SPECIALIST – OPERATIONS & PROFESSIONAL STANDARDS
- EMS SPECIALIST – CLINICAL SYSTEMS OF CARE
- STAFF SERVICES ANALYST II – EMERGENCY PREPAREDNESS GRANTS COORDINATOR
- STAFF SERVICES ANALYST II – EMERGENCY PREPAREDNESS MEDICAL HEALTH EMERGENCY RESPONSE PLANNER
- EPIDEMIOLOGIST
- HHSA TECH II



NAPA COUNTY
Health & Human
Services Agency



SYSTEMS OF CARE



- **TRAUMA CARE:**
 - QUEEN OF THE VALLEY – LEVEL III TRAUMA CENTER
- **STEMI (HEART ATTACK) CARE:**
 - PROVIDENCE QUEEN OF THE VALLEY
 - ADVENTIST HEALTH ST. HELENA
- **STROKE CARE (PRIMARY STROKE CENTER)**
 - PROVIDENCE QUEEN OF THE VALLEY
 - ADVENTIST HEALTH ST. HELENA



EMS SYSTEM UPDATES



EMERGENCY MEDICAL
DISPATCH UPDATE

RECEIVING & SPECIALTY
CARE CENTER
AGREEMENTS

EMS SYMPOSIUM

MEDICAL/HEALTH
RESPONSE PLAN
UPDATE

COVID-19 RESPONSE AND
RECOVERY SUPPORT

ALS PROVIDER AGREEMENTS
WITH AMERICAN CANYON
FIRE AND CALIFORNIA
HIGHWAY PATROL



NAPA COUNTY
Health & Human
Services Agency

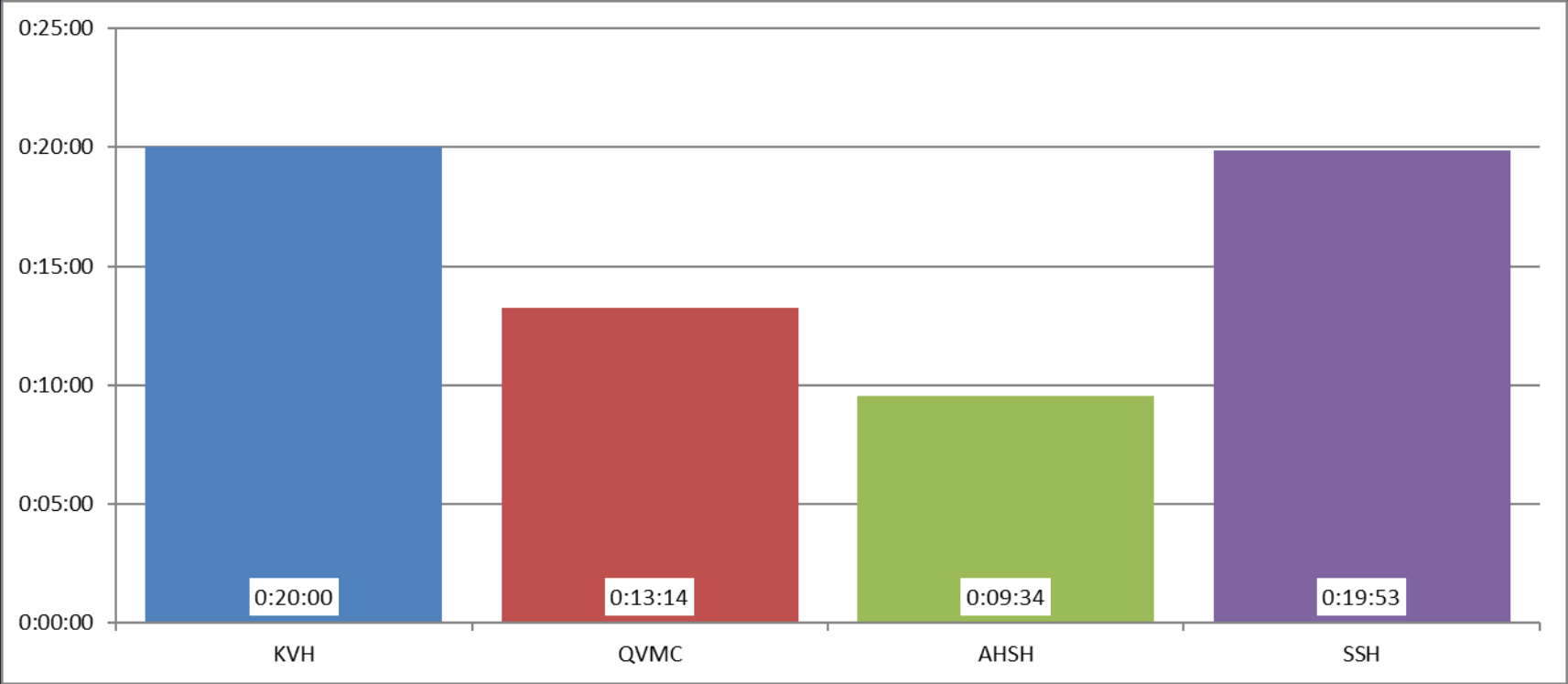


KVH	N= 2249
QVMC	N= 6996
AHSH	N= 861
SSH	N= 255

CALENDAR YEAR 2022 APOT

90TH PERCENTILE FOR AMBULANCE PATIENT OFFLOAD TIME AT THE ED

PUB: 01/25/2023
(IMAGETREND)



AMR EXCLUSIVE EMERGENCY AMBULANCE SERVICES AGREEMENT



- THE AMERICAN MEDICAL RESPONSE CONTRACT WAS APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 14, 2021 AND OPERATIONS COMMENCED ON DECEMBER 31, 2021.
- THE CONTRACT GUARANTEES RELIABLE EMERGENCY AMBULANCE SERVICES THROUGHOUT THE ENTIRE COUNTY.



NAPA COUNTY
Health & Human
Services Agency



AMR SYSTEM ENHANCEMENTS



DISASTER RESPONSE
EQUIPMENT
ENHANCEMENT

ENHANCED RESPONSE
TIME STANDARDS

CLINICAL
PERFORMANCE
COMPLIANCE METRICS

MUTUAL AID
AGREEMENTS

COMMUNITY
ENGAGEMENT
ACTIVITIES

TABLET COMMAND



NAPA COUNTY
Health & Human
Services Agency



AMR CONTRACTUAL PERFORMANCE



- AMR HAVE MET ALL COMPLIANCE REQUIREMENTS FOR MORE THAN THE LAST TWELVE MONTHS.
- CONTRACT CALLS FOR 90% RESPONSE TIME COMPLIANCE.
 - AMR RESPONDED ON TIME TO 93.19% OF ALL REQUESTS FOR SERVICE IN 2022.



COMPLIANCE OVERVIEW



2022 Overall ALS Ambulance (AMR) Response Time Compliance

Month	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Percent	89.49%	90.92%	94.06%	92.90%	91.80%	93.41%	94.58%	94.04%	92.79%	93.79%	95.13%	94.54%	93.19%
Total Contracted Responses	1237	1245	1481	1253	1353	1290	1292	1292	1387	1239	1457	1594	14526



2022 EMS ANNUAL REPORT



- THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS REPORT.
- QUESTIONS?



NAPA COUNTY
Health & Human
Services Agency





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: 6/6/2023

File ID #: 23-0811

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

SET MATTER 8:00 AM

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section

54956.9(d)(2): Claims of Minh C. Tran, Claim Nos. 21-241, 23-306 (2 claims).



Napa County

Board Agenda Letter

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Main: (707) 253-4580

Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-1006

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54957)

RECOMMENDATION

SET MATTER 8:00 AM

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



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-1007

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section

54956.9(d)(4): (1 matter)



Napa County

Board Agenda Letter

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Board of Supervisors

Agenda Date: 6/6/2023

File ID #: 23-1008

TO: Board of Supervisors
FROM: David Morrison, Interim County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH REAL PROPERTY NEGOTIATOR

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)

Property: 6235 Dry Creek Road, Napa, California (APN 027-330-015)

Agency Negotiator: Steven Lederer, Director of Public Works

Negotiating Parties: Napa County and Christopher and Michelle Marusich (The Marusich Family Revocable Trust)

Under Negotiation: ☒ Price ☒ Terms of Payment