

Napa County

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



Agenda

***Consolidated**

Tuesday, September 12, 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 Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.*

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.

PUBLIC HEARINGS - These items are noticed public hearings pursuant to government code.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas.

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

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 August 22, 2023, regular meeting.

[23-1542](#)

Attachments: [August 22, 2023](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation to the Napa County Suicide Prevention Council (NCSPC), to Deputy Director of Health and Human Services Agency (HHSA) - Behavioral Health, Cassandra Eslami, and Mentis Prevention Director, Jeni Olsen, declaring September 2023 "Suicide Prevention Month" in Napa County.

[23-1334](#)

Attachments: [Proclamation \(added after meeting\)](#)

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

- A. Auditor-Controller requests acceptance of the internal audit quarterly monitoring report to the Napa County Housing Authority for the quarter-ended June 30, 2023.

[23-1481](#)

Attachments: [Report](#)

Napa Berryessa Resort Improvement District

- B. District Engineer requests the approval of Plans and Specifications for the Wastewater Disposal Sprayfields Project, NB 23-02 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.
- C. District Engineer requests rejection of all bids pursuant to Section 20150.9 of the Public Contract Code for the "Woodhaven Sewer Lift Station Replacement Project", NB 22-03.

[23-1485](#)

[23-1490](#)

7. CONSENT ITEMS**Assessor-Recorder-County Clerk**

- A. Assessor-Recorder-County Clerk requests approval of and authorization for the Chair to sign Addendum No. 18 to Memorandum of Understanding (MOU) Agreement No. 170547B with the California Department of Justice increasing the amount by \$1,636 for a new maximum of \$28,963 and extending the term through June 30, 2024 for cost-sharing in a statewide Electronic Recording Delivery System (ERDS). [23-1531](#)

Attachments: [Addendum](#)
[Attachment](#)

Auditor-Controller

- B. Auditor-Controller requests adoption of a Resolution establishing the Napa County tax rates for the Fiscal Year 2023-24 Secured Tax Roll. [23-1549](#)

Attachments: [Resolution](#)

County Executive Office

- C. County Executive Officer requests adoption of a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County. [23-1326](#)

Attachments: [Resolution](#)
[Letter to Rep. Thompson](#)

- D. County Executive Officer requests the Board approve transmittal of the amended responses to the 2022-23 Grand Jury Final Report: "Napa County Groundwater Management" as prescribed by Section 933 of the Penal Code to the Presiding Judge. [23-1507](#)

Attachments: [Groundwater Management Report](#)
[Napa County Groundwater Management Response - CLEAN](#)
[Napa County Groundwater Management Response - REDLINE](#)

- E. County Executive Officer requests the Board authorize (4/5 vote required): [23-1526](#)
1. A Budget Adjustment increasing the General Fund Transfer Out (1050000-56100) by \$245,000 offset by a decrease in General Fund Appropriation for Contingency (1059000-58100); and
 2. Increase Property and Other Insurance Premiums (4500001-52705) by \$295,000 offset by increase in Transfer In (4500001-48200) of \$245,000 and reduction in appropriation from Interest on Other Debt (4500001-54315) of \$50,000 due to higher than anticipated property insurance premiums.

- F. County Executive Officer requests the Board authorize the Chair to execute Temporary Use Consent Agreement No. 240154B with State Public Works Board (SPWB) and Board of State and Community Corrections (BSCC) for an Intensive Navigation Center use of the Re-Entry Facility. [23-1536](#)

Attachments: [Agreement](#)

District Attorney

- G. District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance document that authorizes the District Attorney to apply for and sign grant Subaward documents with the California Office of Emergency Services in the anticipated amount of \$157,433 for the term of January 1, 2024, through December 31, 2024 for the County Victim Services (XC) Program. [23-1469](#)

Attachments: [Certification of Assurance](#)

Housing & Homeless Services – Division of CEO’s Office

- H. Director of Housing & Homeless Services requests the following: [23-1535](#)
1. Approval of and authorization for the Chair to sign Agreement No 240143B with Generation Housing, a non-profit corporation, for a maximum amount of \$110,000 for the term July 1, 2023, through June 30, 2024, for professional services to develop comprehensive reports for key aspects of the local housing system; and
 2. Approval of a Budget Adjustment increasing appropriation by \$110,000 in Consulting Services in Affordable Housing (Fund 2080, Org 2080000, Object 52310) with use of available fund balance. (4/5 vote required)

Attachments: [Agreement](#)

- I. Director of Housing & Homeless Services requests permission to apply for and accept Bay Area Housing Finance Authority (BAHFA) Older Adult Rental Assistance Pilot Program Grant Funding in the amount of up to \$5,000,000 (five million) dollars through June 2028 to prevent homelessness and improve long-term housing stability for extremely-low income senior residents experiencing severe housing burden. [23-1539](#)

Information Technology Services – Division of CEO’s Office

- J.** Chief Information Officer requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210093B with Granicus, LLC. increasing the contract maximum by \$92,922 for a new total of \$415,968, to provide ongoing agenda system services while discontinuing the VoteCast Standard Package and eComment services. [23-0807](#)

Attachments: [Agreement](#)

- K.** Chief Information Officer, Director of Public Works, and County Executive Officer request the following actions related to the design and installation of upgrading the Audio/Video (A/V) system for the Board of Supervisors chambers (4/5 vote required): [23-1256](#)
1. Approval to establish a new Capital Improvement Project 24006, “Board Chambers A/V Upgrade” PW 23-36 (Fund 3000, Org 3000500) in the amount of \$60,000;
 2. Approval to establish two (2) Capital Assets for a total of \$24,300, which includes one (1) Video Production Editing Module \$17,200; and one (1) Tricaster Control Panel \$7,100 (Fund 4200, Org 4200000, Object 55400); and
 3. Approval of Budget Adjustment to increase intrafund transfer out appropriations by \$236,850 in the Public Television Educational and Governmental Funds (PEG) (Fund 2150, Org 2150000) offset by the following:
 - a. Increasing intrafund transfer in by \$60,000 in the Capital Improvement Project (CIP) 24006, “Board Chambers A/V Upgrade” PW23-36 (Fund 3000, Org 3000500), while also increasing appropriations;
 - b. Increasing intrafund transfer in by \$24,300 for the Capital Assets (Fund 4200, Org 4200000, Object 55400), while also increasing appropriations; and
 - c. Increasing intrafund transfer in by \$152,550 for additional free-standing fixtures and equipment, not part of the CIP or Capital Assets (Fund 4200, Org 4200000, Object 53410), while also increasing appropriations.

Attachments: [Correction Memorandum \(added after meeting\)](#)

- L.** County Executive Officer, Chief Information Officer and Director of Library Services and Community Outreach request the following actions related to the implementation of Broadband solutions: [23-1545](#)
1. Approval of and authorization for the Chair to sign Memorandum of Understanding (MOU) No. 8667 with Comcast Cable Communications, LLC (Comcast) for the pursuit of funding for Broadband deployment projects effective September 12, 2023 which shall continue to the later of the California Public Utilities Commission (CPUC) review period or, if awarded, 36 months from the date of award; and
 2. Approval of and authorization for the Chair to sign a Letter of Support for Comcast's grant application to the Federal Funding Account (FFA) for an award to financially assist with Last Mile Broadband deployment.

Attachments: [Agreement](#)
[Letter of Support](#)

Public Works

- M.** Director of Public Works requests approval of a Budget Transfer for the following regarding the "Hall of Justice Improvements for Long Term Court Holding," PW 22-30 (4/5 vote required): [23-1371](#)
1. Increase transfer-out appropriations by \$190,000 in the Accumulated Capital Outlay (ACO), (Fund 3000, Org 3000000, Object 57900) offset by use of its available fund balance to transfer to Project 23013; and
 2. Increase Construction Services appropriations by \$190,000 in Project 23013 budget (Fund 3000, Org 3000505, Object 52360) offset by a transfer-in revenue from the ACO.

Attachments: [Budget Summary](#)

- N.** Director of Public Works requests approval of the Plans and Specifications 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 for the Partrick Road Bridge Project, RDS 20-12. [23-1447](#)

Attachments: [Budget Summary](#)

- O.** Director of Public Works requests approval of and authorization for the Chair to sign the following: [23-1470](#)

1. Agreement No. 240147B between Napa County, GF Carneros Inn, LLC, and Carneros Inn Mutual Water Company for water and wastewater services via an easement to serve Carneros Fire Station 210 located at 5260 Old Sonoma Road, Napa CA 94559; and
2. Amendment No. 2 to Agreement No. 200288B with Shaw Kawasaki Architects, extending the term of the Agreement an additional year.

Attachments: [Carneros Agreement](#)
[Shaw Kawasaki Architects Agreement](#)

- P.** Director of Public Works requests the following: [23-1473](#)

1. Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230464B with Siemens Industry, Inc. to include additional scope of work to complete the migration of the Siemens Control System to the Siemens Desigo System and increase the compensation by \$17,225 in FY23-24, for a new maximum of \$86,833; and
2. Approval of a Budget Adjustment increasing Intangible Assets appropriation by \$17,225 in the Property Management Maintenance Budget (Fund 4300, Org 4300000, Object 55600) offset by use of its available fund balance. (4/5 vote required)

Attachments: [Agreement](#)

- Q.** Director of Public Works requests the following: [23-1492](#)
1. Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230255B with Cal Engineering & Geology, reassigning the contract to Haley & Aldrich, Inc., and increasing annual maximum compensation by \$450,000 for a new annual maximum of \$750,000;
 2. Award of a construction contract for the “Mt. Veeder Road MPM 6.25 Slide Repair Project,” RDS 23-24, to Rehak General Engineering, LLC of Auberry, California, for their low bid of \$672,690, and authorization for the Chair to sign the construction contract; and
 3. Approval of a Budget Adjustment for the following (4/5 vote required):
 - a. Increase Transfer Out appropriations by \$390,716 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset by use of available fund balance to be transferred to Mt. Veeder Road MPM 6.25 Slide Repair Project (Fund 2040, Org 2040500, Project 23036); and
 - b. Increase Construction Services appropriations by \$390,716 in Mt. Veeder Road MPM 6.25 Slide Repair Project (Fund 2040, Org 2040500, Project 23036, Object 52360) offset by transfer-in revenue from ACO.

Attachments: [Agreement](#)
[Bid Results](#)
[Budget Summary](#)
[Rehak Agreement](#)

- R.** Director of Public Works requests approval of and authorization for the Chair to execute a non-commercial land Lease Agreement No. 240056B with Jessica Sanders for available land owned by Napa County Airport for the purpose of grazing cattle for the term of July 1, 2023 through June 30, 2028 for \$5,564 per year (4/5 vote required). [23-1499](#)

Attachments: [Agreement](#)

- S. Director of Public Works requests the following related actions to authorize Napa County Airport to participate in the State and Federal Surplus Property Program (Program) operated by the State of California, Department of General Services, Office of Fleet and Asset Management: [23-1504](#)
1. Authorization for the County Executive Officer to sign and submit required documentation to enroll the County in the Program, which authorizes the County Airport to acquire surplus property through donation or purchase and to surplus capital assets, as appropriate; and
 2. Adoption of a Resolution authorizing specific County staff to be representatives of the County to acquire surplus property for the Airport through the Program.
- Attachments:** [Resolution](#)
- T. Director of Public Works requests the following actions: [23-1508](#)
1. Approval of and authorization for the Chair to sign Agreement No. 240148B with the Napa Valley Vine Trail Coalition regarding the design of the Yountville to St. Helena Segment of the Napa Valley Vine Trail; and
 2. Authorization to submit an application for an Active Transportation Program (ATP) Cycle 7 grant, and approval of a commitment of \$5 million of future County funding no sooner than Fiscal Year 2025-26 for the construction of the Project.
- Attachments:** [Agreement](#)
- U. Director of Public Works requests adoption of a Resolution establishing stop control for the eastbound and westbound traffic on Coombsville Road at its intersection with 4th Avenue. [23-1511](#)
- Attachments:** [Resolution](#)
[Traffic Report](#)
- V. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230000B with Brightview Landscape Services, Inc., for a new annual maximum compensation of \$156,304, to remove County Service Area No. 3 (CSA No. 3) from the contract and Scope of Work. [23-1512](#)
- Attachments:** [Agreement](#)
- W. Director of Public Works requests approval of plans and specification 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 for the Chiles Pope Valley Road Bridge Replacement Project. [23-1550](#)
- Attachments:** [Budget Summary](#)
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- X. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 200379B with the Napa County Resource Conservation District (NCRCD) increasing compensation by \$30,000 for an annual maximum of \$205,000 with a (1) one-year extension to continue to provide biological monitoring services related to the Oakville to Oak Knoll (OVOK) Restoration Project. [23-1561](#)

Attachments: [Agreement](#)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

9. PUBLIC COMMENT

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

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

11. ADMINISTRATIVE ITEMS

County Fire Department

- A. Deputy County Fire Chief will provide information regarding measures taken to prepare for the current fire season and seek Board direction and possible action. [23-1523](#)

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

Planning, Building and Environmental Services (PBES)

- B. Director of Planning, Building and Environmental Services requests authorization to issue a Request for Proposal (RFP) to Prepare a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document. [23-1520](#)

Attachments: [Request for Proposal](#)
[Sample Professional Services Agreement](#)

12. PUBLIC HEARING - SPECIAL DISTRICTS

13. PUBLIC HEARINGS

14. LEGISLATIVE ITEMS

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

16. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

17. CLOSED SESSION

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8) [23-1558](#)**
Property: Napa County Fairgrounds, Calistoga, California (APNs 011-140-006, 011-140-007, 011-140-056, 011-140-009, and 011-140-055)
Agency Negotiator: Ryan Alsop, County Executive Officer
Negotiating Parties: Napa County and City of Calistoga Under Negotiation: [X] Price [X] Terms of Payment
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [23-1491](#)**
Title: County Executive Officer

18. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 26, 2023 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, SEPTEMBER 8, 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: 9/12/2023

File ID #: 23-1542

TO: Board of Supervisors
FROM: Ryan J. Alsop - County Executive Officer
REPORT BY: Paulette Cooper - Deputy Clerk of the Board II
SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the August 22, 2023, regular meeting.

EXECUTIVE SUMMARY

Clerk of the Board requests approval of minutes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: 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

Clerk of the Board requests approval of minutes from the August 22, 2023, regular meeting.



Meeting Minutes

Napa County Board of Supervisors

Joelle Gallagher, District 1
Ryan Gregory, District 2
Anne Cottrell, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

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

www.countyofnapa.org

Tuesday, August 22, 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, and Ryan Gregory. Supervisor Alfredo Pedroza was excused. The meeting was called to order by Chair Belia Ramos.

2. **PLEDGE OF ALLEGIANCE**

Director of Napa County Child Support Services Janet Nottley led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the August 8, 2023, and August 15, 2023, regular meetings.

[23-1464](#)

Motion Text: Approve the Minutes.

Voting Yes: Gregory, Gallagher, Cottrell, and Ramos

Excused: Pedroza

Recusals: None

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of proclamation to Janet Nottley, Napa County Department of Child Support Services Director, declaring August 2023 as “Child Support Awareness Month” in Napa County. [23-1427](#)

Chair Belia Ramos provided comments and presented the proclamation.

Director of Napa County Child Support Services Janet Nottley made presentation.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

None

6. CONSENT ITEMS - SPECIAL DISTRICTS

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

Lake Berryessa Resort Improvement District

- A. District Engineer requests the following actions regarding the “Tank 3 Replacement and Distribution System Upgrades Project,” LB 20-01:
1. Award of contract 240118B to Piazza Construction of Penngrove, CA, for their low bid of \$1,102,500 with Additive Item B of \$53,850 and Additive Item C of \$89,865, and authorization for the Chair to sign construction contract 240118B; and
 2. Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230208B with GHD, Inc. increasing the authorized amount by \$198,775 for a new total of \$270,839 and extending the term to June 30, 2024 to provide construction management and inspection services for the subject project.

Enactment No: A-240118B, A-230208B Amend.1

- B. Auditor-Controller requests authorization to prepare the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2023. (4/5 vote required)

Napa Berryessa Resort Improvement District

- C. Auditor-Controller requests authorization to prepare the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2023. (4/5 vote required)

7. CONSENT ITEMS

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

Auditor-Controller

[23-1446](#)

- A. Auditor-Controller requests adoption of a Resolution authorizing the implementation of the Teeter Plan as follows:
1. Authorize the issuance of a promissory note, in the amount of \$5,466,440, to fund payment of the Fiscal Year 2022-23 delinquent secured taxes;
 2. Authorize the Chair and Clerk of the Board to sign the note; and
 3. Authorize the continuance of the Teeter Plan, as governed by Revenue and Taxation Code, for Fiscal Year 2023-24.

Enactment No: R-2023-111

County Counsel

[23-1413](#)

- B. County Counsel requests approval of and authorization for the Chair to sign Agreement No. 240102B with the State of California Office of Administrative Hearings for a maximum amount of \$48,000 for the term of August 22, 2023 through August 21, 2028 for administrative hearings services.

Enactment No: A-240102B

County Executive Office

[23-1248](#)

- C. County Executive Officer requests the appointment of Jenna Bolyarde, and Elisabeth Brumley as Interested Citizen Members, and Greg Clark and Jeff Dickinson as Members of the Recovery Community to the Napa County Board on Alcohol and Drug Programs.

[23-1408](#)

- D. County Executive Officer requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230373B with MGT of America Consulting, LLC (MGT), for a new maximum amount of \$107,335.00, to include the Agricultural Commissioner's Office/Weights & Measures in the County fee study, add peer comparisons, and evaluate the County's Internal Service Funds, with no change to the agreement term.

Enactment No: A-230373B Amend. 1

County Fire Department

- E. Deputy County Fire Chief requests the following actions regarding purchasing fire apparatus in the Deer Park and Capell Valley Stations (4/5 vote required): [23-1376](#)
1. Request a waiver of competitive bidding requirements and sole source award for Golden State Fire Apparatus;
 2. Authorization to declare Asset No. 26524; 1997 HME Engine, as surplus and no longer required for public use, remove the item from inventory, and dispose of them at public auction;
 3. Approval of a Budget Transfer to increase transfer out of \$80,000 from Fire Operations (2100000-57900) using available fund balance to be transferred to Capell Valley Station (2100014-49900) \$45,000 and to the Deer Park Station (2100021-49900) \$35,000; and an increase to Capital Asset appropriations in (2100014-55400-\$45,000) and (2100021-55400-\$35,000) offset by transfer of revenue.
- F. Deputy County Fire Chief requests the following actions regarding purchasing a camper shell for utility pickup in the fire prevention fleet (4/5 vote required): [23-1448](#)
1. Approval of a Budget Transfer to increase transfer out of \$3,500 from Fire Operations (2100000-57900) using available fund balance to be transferred to the Fire Marshal's (2100001-49900); and an increase to Capital Asset appropriations in (2100001-55400) offset by transfer of revenue; and
 2. Increase of a capital asset in the amount of \$3,500 for the purchase of a camper shell.

District Attorney

- G. District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance authorizing the District Attorney to apply for and sign grant Subaward documents with the California Office of Emergency Services in the anticipated amount of \$196,906 for the term of January 1, 2024 through December 31, 2024 for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program. [23-1409](#)
- Enactment No: A-8665B**

Health and Human Services Agency

- H. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230398B with Expressions of Hope for the term upon approval through June 30, 2025 for a contract maximum of \$72,582 to assist HHSA's Child Welfare Services (CWS) division with supporting resource families. [23-1400](#)
- Enactment No: A-230398B**

- I. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Revenue Agreement No. 230204B with Tulare County Superintendent of Schools for a new contract maximum of \$18,000 for the term July 1, 2022 through June 30, 2024 to provide continued support for existing chapters and development of new chapters for Friday Night Live (FNL), Club Live (CL), Friday Night Live Kids (FNLK), and FNL Mentoring (FNLM) programs. [23-1406](#)

Enactment No: A-230204B Amend. 1

- J. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 240100B with Napa Valley Community Foundation (NVCF) for the term upon approval through June 30, 2026 for a contract maximum of \$25,000 per fiscal year to continue providing assistance to Napa County residents seeking citizenship. [23-1424](#)

Enactment No: A-240100B

- K. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Revenue Agreement No. 240067B with St. Joseph Health Northern California, LLC d.b.a. Providence Queen of the Valley Medical Center (QVMC) (Emergency Medical Services Base Hospital) for Fiscal Year 2023-2024 through 2025-2026 for a contract maximum of \$75,000 designating QVMC to continue to serve as a base hospital to provide on-line medical control for Emergency Medical Services (EMS) personnel and physician advice [23-1468](#)

Enactment No: A-240067B

Housing & Homeless Services – Division of CEO’s Office

- L. Director of Housing & Homeless Services requests permission to apply for and accept U.S. Department of Housing & Urban Development (HUD) Fiscal Year 2023 Continuum of Care Program Annual Funding Competition funding for a total of \$562,591 to provide certain homeless services. [23-1454](#)

Human Resources – Division of CEO’s Office

- M. Director of Human Resources and Sheriff request adoption of a Resolution amending the Departmental Allocation List for Sheriff’s Office by adding one 1.0 full-time equivalent (FTE) Sergeant, effective September 2, 2023, with a net increase of one FTE and net zero cost to the General Fund. [23-1417](#)

Enactment No: R-2023-112

- N. Director of Human Resources and Director of Public Works request adoption of a Resolution amending the Table and Index of Classes and the Departmental Allocation List for Public Works, effective September 2, 2023, with no net increase in FTEs, and no impact to the County General Fund. [23-1431](#)

Enactment No: R-2023-113

Library

- O. Director of Library Services and Community Outreach requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220234B with Rafael Ortiz for a new annual maximum of \$10,000 and amending the scope of work to allow flexibility in frequency and duration of “Triple P Parenting” classes based on enrollment. [23-1411](#)

Enactment No: A-220234B Amend. 1

- P. Director of Library Services and Community Outreach requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220235B with Dr. Guillermo Gonzalez for a new annual maximum of \$10,000 and amending the scope of work to allow flexibility in frequency and duration of basic math and GED preparation class classes based on enrollment. [23-1443](#)

Enactment No: A-220235B Amend. 1

Probation

- Q. Chief Probation Officer requests adoption of a Resolution allowing the Probation Department access to Federal level summary criminal information for employment and contractors. [23-1422](#)

Enactment No: R-2023-114

- R. Chief Probation Officer requests approval of and authorization for the Chair to sign Agreement No. 240079B with The Regents of the University of California (UC Regents) to collect criminal justice data in order to evaluate the effects of California’s AB 372 Domestic Violence Pilot probationer outcomes, effective August 1, 2023. [23-1423](#)

Enactment No: A-240079B

Public Works

- S. Director of Public Works requests the following actions for the “Fifth Street Parking Garage Charging Stations Project,” PW 22-24: [23-1360](#)
1. Approval of authorization to sign Amendment No. 1 to Operations and Use Agreement No. 7191 with the City of Napa, Regatta Holdings, Inc., and Napa Mill, LLC for the Fifth Street Parking Garage.
 2. Award of the construction contract for the “Fifth Street Parking Garage Charging Stations Project,” PW 22-24 to Lords Electric of Sacramento, California for their low base bid of \$381,250 and authorization for the Chair to sign the construction contract; and
 3. Approval of a Budget Transfer for the following (4/5 votes required):
 - a. Increase Transfer Out appropriation by \$480,656 in the Accumulated Capital Outlay (ACO) (Fund 3000, Org 3000000, Object 56100) to transfer to Fifth Street Parking Garage Charging Stations Project budget (Fund 5020, Org 5020500, Object 48200, Project 21063) offset by use of its available fund balance; and
 - b. Increase Construction Services appropriations by \$480,656 in Project 21063 budget (Fund 5020, Org 5020500, Object 52360, Project 21063) offset by transfer-in revenue from the ACO.

Enactment No: A-7191 Amend. 1

- T. Director of Public Works requests award of the contract for the “Redwood Road MPM 4.5 Slide Repair Project”, RDS 23-25 to E.E. Gilbert Construction, Inc. of Martinez, California, for their low base bid of \$568,930, and authorization for the Chair to sign the construction contract. [23-1369](#)
- U. Director of Public Works recommends the following actions related to Napa County Airport Terminal Area Redevelopment Phase One Project - PW 23-29R (A-B-C) (Project 23041): [23-1396](#)
1. Pursuant to Section 20150.9 of the Public Contract Code, reject all bids opened;
 2. Approval of plans and specifications for the Napa County Airport Terminal Area Redevelopment Phase One Project - PW 23-29R (A-B-C) 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; and
 3. Approval of and authorization for the Chair to sign Agreement No. 240104B with MCK Americas, Inc. for services through June 30, 2024 and maximum compensation of \$265,522 to provide construction management and observation services associated with the Terminal Area Redevelopment Phase 1 Project at the Napa County Airport.

Enactment No: A-240104B

- V. Director of Public Works requests approval of a Budget Transfer for the following actions to reconstruct and improve 4.9 miles of Berryessa Knoxville Road (4/5 vote required): [23-1399](#)
1. Increase transfer out appropriations by \$252,000 in the Measure T Non-Operating Special Revenue Fund (Fund 2440, Org 1220053, Object 56100) to transfer to Berryessa Knoxville Federal Lands Access Program (FLAP) 2 Project budget (Fund 2040, Org 2040500, Project 21069, Object 48200) offset by use of its available fund balance; and
 2. Increase Engineering Services appropriations by \$252,000 in Project 21069 budget (Fund 2040, Org 2040500, Project 21069, Object 52145) offset by an increase in revenue from the transfer from the Measure T Non-Operating Special Revenue Fund.
- W. Director of Public Works requests following: [23-1428](#)
1. Approval of and authorization for the Chair to sign Amendment No. 7 to Agreement No.190311B with Napa Valley Transportation Authority (NVTa) to provide funding in the amount of \$259,000;
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase transfer out appropriation by \$259,000 in the Accumulated Capital Outlay (ACO) budget (Fund 3000, Org 3000000, Object 56100) to transfer to Roads Operation budget (Fund 2040, Org 2040000, Object 48200) offset by use of its available fund balance; and
 - b. Increase Contributions appropriation by \$259,000 in the Roads Operations budget (Fund 2040, Org 2040000 Object 54800) offset by increase in Transfer In revenue for the same amount.
- Enactment No: A-190311B Amend. 7**
- X. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No.1 to Agreement No. 230367B with Vector Airport Systems, LLC increasing compensation by \$3,000 for an annual maximum of \$203,000 for the term of April 1, 2023 to March 31, 2026 with two (2) one-year extension options at the County's discretion. [23-1429](#)
- Enactment No: A-230367B Amend. 1**
- Y. Director of Public Works requests acceptance of donation of \$2,250 in scholarships for dog training provided by Good Pup from Best Friends Animal Society to the Napa County Animal Shelter and approval for the Chair to sign a letter of appreciation. [23-1438](#)

- Z. Director of Public Works requests the following actions for the “Silverado Area Paving Project,” RDS 23-08: [23-1441](#)
1. Award of the construction contract for the “Silverado Area Paving Project,” RDS 23-08 to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$1,109,564 and authorization for the Chair to sign the construction contract; and
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase Transfer Out appropriation by \$1,451,176 in the Measure T Non-Operating Special Revenue Fund (M-T SRF) (Fund 2440, Org 1220053, Object 56100) to transfer to Silverado Area Paving Project budget (Fund 2040, Org 2040500, Project 23025, Object 48200) offset by use of its available fund balance; and
 - b. Increase Construction Services appropriations by \$1,451,176 in Project 23025 budget (Fund 2040, Org 2040500, Project 23025, Object 52360) offset by transfer-in revenue from the M-T SRF.
- AA. Director of Public Works requests the following actions related to the Planning, Building, and Environmental Services (PBES) Remodeling and Modifications: [23-1477](#)
1. Approval to establish a new CIP Program 24005, "Planning, Building, Environmental Services Remodel Project," PW 23-30 (Fund 3000, Org 3000500):
 2. Approval of and authorization for the Chair to sign Agreement No. 240111B with TLCD Architecture Inc. for a maximum of \$159,365 for the term August 22, 2023, through June 30, 2024, with an automatic extension provision not to exceed two additional years, for architectural/engineering and associated services to develop plans and specifications relating to remodeling and modifications to the PBES department located on the second floor of the County’s Administration Building;
 3. Approval of the following Budget Transfer to fund the aforementioned Agreement and associated Public Works engineering and administrative time (4/5 vote required):
 - a. Release \$190,000 from Fund Balance - Assigned, leaving a balance of \$392,634;
 - b. Increase Transfer Out appropriation by \$190,000 in the Planning, Building, and Environmental Services budget (Fund 1000, Org 1700000, Object 56100) with the use of its Available Fund Balance to transfer to CIP Project 24005;
 - c. Increase Construction Services appropriations by \$190,000 in Project 24005 budget (Fund 3000, Org 3000500, Object 52360, Project 24005) offset by transfer-in revenue from Planning, Building, and Environmental Services.

Enactment No: A-240111B

Sheriff

- AB. Sheriff requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210312B with Focal Forensics, LLC, extending the term through June 30, 2024, with an automatic renewal of two additional one-year terms and amending compensation rates, with no change to the maximum amount of \$89,620 per fiscal year, for media redaction services.

[23-1421](#)

Enactment No: A-210312B Amend 1

Treasurer-Tax Collector

- AC. Treasurer-Tax Collector requests approval of and authorization for the Chair to sign a Sale and Purchase Agreement No. 240128B with the Napa County Land Trust DBA The Land Trust of Napa County (Land Trust) to sell one tax-defaulted property subject to the Tax Collector's power to sell to the Land Trust.

[23-1451](#)

Enactment No: A-240128B

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. PUBLIC COMMENT

None

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None

11. ADMINISTRATIVE ITEMS

Auditor-Controller

- A. Auditor-Controller requests authorization to prepare the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2023. (4/5 vote required)

[23-1321](#)

Auditor Controller Tracy Schulze made presentation.

Discussion held.

Motion Text: Approve the requested action.

Voting Yes: Gregory, Cottrell, Gallagher, and Ramos

Excused: Pedroza

Recusals: None

Result: Passed

County Executive Office

- B. County Executive Officer requests the following actions regarding the 2022-23 Grand Jury Final Report:

[23-1416](#)

1. Review and provide input of the proposed responses to the 2022-23 Grand Jury Final Reports: “Napa County Groundwater Management,” “Information Technology Services in Napa County,” “Napa County Juvenile Hall,” “Mental Health Crisis Services in Napa County,” and
2. Approve transmittal of the unedited response to the Grand Jury Reports as prescribed by Section 933 of the Penal Code to the Presiding Judge.

County Executive Office Senior Management Analyst Daniel Sanchez made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text: Transmit the responses to the Information Technology Services and Probation Final Reports and return with revised responses to the Groundwater Management Final Report at a future meeting.

Voting Yes: Gregory, Gallagher, Cottrell, and Ramos

Excused: Pedroza

Recusals: None

Result: Passed

- C. County Executive Officer requests the Board direct staff to continue preparing phase one of the Facilities Master Plan and to affirm or revise Downtown Napa for location of future Administration Building. [23-1425](#)

Assistant County Executive Officer Rebecca Craig made presentation.

2 x 2 Member Supervisor Joelle Gallagher made presentation.

2 x 2 Member Supervisor Ryan Gregory made presentation.

Discussion held.

Direction provided to staff.

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

Napa County Groundwater Sustainability Agency

- A. SET MATTER 9:30 AM - Joint Meeting of the Groundwater Sustainability Agency and Technical Advisory Group Update Staff requests the Napa County Groundwater Sustainability Agency (NCGSA) Board of Directors: [23-1285](#)
1. Receive a summary of key discussion topics (aka “Framing Questions”) considered by the Technical Advisory Group (TAG) during their January through July 2023 meetings presented within the Background section of this staff report; and
 2. Discuss the Framing Questions directly with TAG members and question the TAG about their findings; and
 3. Provide the TAG direction on discussion topics and questions the NCGSA would like the TAG to investigate and consider during the course of the next 6-month to 1-year period related to ongoing Groundwater Sustainability Plan (GSP) implementation and achieving groundwater sustainability in the Napa Valley Subbasin.

Planning, Building and Environmental Services Natural Resources Program Manager Jamison Crosby made presentation, along with Technical Advisory Group (TAG) Members Dr. Julie Chambon (Chair), Dr. Monica Cooper (Vice Chair), Albert Filipelli, Miguel Garcia, and Dr. Mathias Kondolf.

Ten (10) people spoke during Public comment.

Discussion held.

13. SET MATTERS OR PUBLIC HEARINGS

Public Works

- A. SET MATTER 10:00 AM - Bay Conservation and Development Commission

[23-1426](#)

Director of Public Works requests a presentation from San Francisco Bay Conservation and Development Commission (BCDC) regarding an update on the Bay Adapt Program.

Deputy Director of Public Works - Flood Control & Water Resources Richard Thomasser made presentation.

San Francisco Bay Conservation and Development Commission Assistant Planning Director for Climate Adaptation Dana Brechwald made presentation.

Discussion held.

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Ryan Gregory reported on attending an MCE Clean Energy meeting last week. The Deep Green default service for new connections is being pulled back temporarily due to a shortage of short-term renewable energy sources but should return during the first quarter of next year.

Supervisor Anne Cottrell reported on attending a North Bay/North Coast Broadband Consortium meeting. Some internet service providers might challenge the County's projects being put forward due to their belief of service locations on maps being inaccurate, so outreach is being done with the providers to confirm the service locations. The Consortium also hopes to send a letter to legislators asking to meet to further discuss the matter.

16. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

17. CLOSED SESSION

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [23-1393](#)
(Government Code Section 54957) Title: Chief Probation Officer

Closed Session held. No reportable action.

- B. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Director of Human Resources [23-1403](#)
Employee Organization: SEIU 2015 (representing Napa County In Home Support Services workers)

Closed Session held. No reportable action. Direction provided to staff.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8) [23-1449](#)
Property: Napa County Fairgrounds, Calistoga, California (APNs 011-140-006, 011-140-007, 011-140-056, 011-140-009, and 011-140-055)
Agency Negotiator: Ryan Alsop, County Executive Officer
Negotiating Parties: Napa County and City of Calistoga Under Negotiation:
[X] Price [X] Terms of Payment

Closed Session held. No reportable action. Direction provided to staff.

18. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 12, 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: 9/12/2023

File ID #: 23-1334

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Director of Health & Human Services Agency
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Presentation of a Proclamation Declaring September 2023 as Suicide Prevention Month

RECOMMENDATION

Presentation of a Proclamation to the Napa County Suicide Prevention Council (NCSPC), to Deputy Director of Health and Human Services Agency (HHSA) - Behavioral Health, Cassandra Eslami, and Mentis Prevention Director, Jeni Olsen, declaring September 2023 "Suicide Prevention Month" in Napa County.

EXECUTIVE SUMMARY

This proclamation is being presented as part of the County's effort by the NCSPC to save lives and achieve a suicide-free community through education and training, stigma reduction, and provision of resources to combat suicide.

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

The NCSPC is a public/private collaborative of Napa families impacted by suicide and agencies that serve the

Napa County community. The NCSPC strives to save lives and envisions a suicide-free community through education and training, stigma reduction, and provision of resources to combat suicide.

According to the Centers for Disease Control:

The age group with the highest suicide rate was 85 and older. The race with the highest suicides was White and second highest was American Indian/Alaskan Native:

According to Napa County HHSA's Behavioral Health Division's analysis of Napa County Sheriff Coroner's Office data:

-In FY 22-23, law enforcement responded to over 289 calls related to suicide, and 14 individuals completed suicide in Napa County; and;

According to Napa County HHSA's Behavioral Health Division analysis of NCSPC data:

- In FY 22-23, the NCSPC trained 941 community members in the Question, Persuade, Refer (QPR) model of suicide prevention to help prevent suicides.

Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Suicide Prevention Month – September 2023

WHEREAS, September is known as **Suicide Prevention Month**, a time in which mental health advocates, individuals, prevention organizations, survivors, allies and communities around the country unite to promote suicide prevention awareness; and

WHEREAS, the Napa County Suicide Prevention Council (NCSPC) is a public/private collaborative of people and organizations dedicated to reducing stigma surrounding suicide. The Council supports those who have lost loved ones to suicide, identifies and advocates for resources and promotes a safe, connected, and resilient community dedicated to reducing the risk of suicide; and

WHEREAS, over the last six years, NCSPC has worked tirelessly to reach their vision of a suicide-free community through education and training, stigma reduction, linkage to services, and provision of resources to combat suicide; and

WHEREAS, from 2019-2021, the suicide rate in California was 10.7 deaths per 100,000 population and Napa County's was 13.4 deaths per 100,000 population, placing Napa County at higher rate than the state average; and

WHEREAS, across Napa County and the state, the age group with the highest suicide rate was 85 years and older. The race with the highest suicides was White and second highest was American Indian/Alaskan Native; and

WHEREAS, is it important to understand the harsh reality that exists surrounding this crisis. In FY 22-23, law enforcement responded to over 289 calls related to suicide, and 14 individuals completed suicide in Napa County; and

WHEREAS, in FY 22-23, the NCSP trained 941 community members in the Question, Persuade, Refer (QPR) model of suicide prevention to help prevent suicides; and

WHEREAS, every Napa County resident can be an ally by knowing the signs of suicide, finding the words to communicate with someone they are concerned about, and reaching out to local resources for help.

NOW, THEREFORE, BE IT PROCLAIMED, that this Board of Supervisors, County of Napa, State of California, on this 12th day of September 2023, does hereby recognize **September 2023 as Suicide Prevention Month** in Napa County, and in doing so, we urge all members of the Napa County community to play a role in suicide prevention and promote mental health and wellness as we strive towards reducing suicides.

Belia Ramos

Belia Ramos, Chair

Ryan Gregory, District 2

Joelle Gallagher, Vice Chair

Anne Cottrell, District 3

Alfredo Pedroza, District 4





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: 9/12/2023

File ID #: 23-1481

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Susan MacDonald, Internal Audit
SUBJECT: Napa County Housing Authority Report for Quarter-Ended June 30, 2023

RECOMMENDATION

Auditor-Controller requests acceptance of the internal audit quarterly monitoring report to the Napa County Housing Authority for the quarter-ended June 30, 2023.

EXECUTIVE SUMMARY

Based on our review, we believe that California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter-ended June 30, 2023.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

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

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

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

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2022-23.

The requested action today is for the Board's acceptance of the internal audit quarterly monitoring report for the Napa County Housing Authority for the quarter-ended June 30, 2023. The attached report will be provided to the Housing Commission at their next scheduled meeting.

Napa County
Auditor-Controller
Internal Audit Report

Napa County Housing Authority
Quarterly Monitoring
Internal Controls Review

For the Quarter Ended June 30, 2023

Report Date: August 10, 2023



A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Internal Audit

Susan MacDonald

Staff Auditor



A Tradition of Stewardship
A Commitment to Service

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

Main: (707) 253-4551
Fax: (707) 226-9065
www.countyofnapa.org

Tracy A. Schulze
Auditor-Controller

August 10, 2023

Napa County Housing Authority
Napa, CA

Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa County Housing Authority (Authority) for the quarter ended June 30, 2023.


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

Based on our review, we believe that overall California Human Development Corporation (CHDC) was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended June 30, 2023.

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

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

Sincerely,


Tracy A. Schulze, CPA
Auditor-Controller

Napa County Housing Authority

Quarterly Monitoring

For the Quarter Ended June 30, 2023

Background and Authority

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

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

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

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

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

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over CHDC's compliance with the Authority's policies and procedures during fiscal year 2022-23.

**Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2023**

Objective and Scope

The primary objective of this engagement was to determine if CHDC is complying with the policies and procedures established by the Authority's Board of Directors. The scope includes a review of CHDC's and Authority's records for the quarter ended June 30, 2023.

Procedures

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

1. Revenues

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

2. Accounts Receivable

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

3. Prepaids

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

4. Deposits

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

**Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2023**

Procedures (continued)

5. Donations

Verified donation letter or receipts for all donations received.

Observations

3. Prepaids

There is a \$192 prepaid that has been on the Mondavi Rent Report for more than two years. This was a donation from Mahoney Winery to be used for lodgers' rents. We recommend that the balance be applied as intended to offset Receivables.

4. Deposits

We found two deposits on the Calistoga Occupancy Report where the receipt numbers listed on the deposit record did not match the number sequence on the physical receipts issued to the lodgers.

Management Response

Authority staff will work with senior CHDC staff to implement the recommendation and address deposit protocol with onsite management.

Conclusion

Based on our review, we believe that overall CHDC was in compliance with the policies and procedures established by the Authority's Board of Directors for the quarter ended June 30, 2023.

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2023

Exhibit A

Accounts Receivable Schedule

Category	Amounts
Lodgers, departed for at least 18 months	
Total Recommended A/R Write-Offs	\$ 4,298
Lodgers, departed less than 18 months	1,824
Lodgers, current delinquent tenants with at least \$420 balance due	465
Lodgers, current tenants with less than \$420 balance due	960
Total Accounts Receivable	\$ 7,547

Recommended Accounts Receivable Write-offs

(Lodgers, departed for at least 18 months)

Center	Lodger Count	Amounts
River Ranch	6	\$ 1,470
Mondavi	17	2,562
Calistoga	1	266
Total Recommended A/R Write-offs	24	\$ 4,298

Napa County Housing Authority
Quarterly Monitoring
For the Quarter Ended June 30, 2023

Exhibit B

Prepaid Schedule

<u>Category</u>	<u>Amounts</u>
Lodgers, departed for at least 18 months	
Total Recommended Prepaid Write-Offs	\$ 586
Lodgers, departed less than 18 months	330
Lodgers, current tenants with prepaid balances	1,017
Total Prepaids	\$ 1,933

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

<u>Center</u>	<u>Lodger Count</u>	<u>Amounts</u>
River Ranch	6	\$ 294
Mondavi	4	280
Calistoga	1	12
Total Recommended Prepaid Write-Offs	11	\$ 586



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: 9/12/2023

File ID #: 23-1485

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Christopher Silke, District Engineer
SUBJECT: Approval of Plans and Specifications and Authorization to Advertise for Bids for Wastewater Disposal Sprayfields Project, NB 23-02

RECOMMENDATION

District Engineer requests the approval of Plans and Specifications for the Wastewater Disposal Sprayfields Project, NB 23-02 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

District staff have prepared design plans and specifications to reconstruct the wastewater disposal sprayfields system. Temporary repairs were conducted on a portion of the treated effluent land disposal area immediately after the LNU Wildfire Complex. After an extensive post-fire evaluation of the District's facilities by agents of the Golden State Risk Management Authority (GSRMA) and negotiations with staff and the Risk Manager for Napa County, NBRID was issued a total of \$1,656,941 to cover the cost of immediate repairs of damaged infrastructure and essential facility losses incurred during the fire. The balance of unobligated insurance proceeds remaining for NBRID projects is currently \$833,959.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Budget transfer to be requested at the time of construction contract award after Contractor bids are reviewed for completeness and budget conformance. Source of the budget transfer will originate from insurance settlement proceeds residing in Fund 1000, Org 1058006 - 2020 Lightning Fire Complex.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Rebuilding the wastewater disposal sprayfields system after severe wildfire damage is essential to satisfy operating permit guidelines within District's Waste Discharge Requirements Order issued by Central Valley Regional Water Quality Control Board.
Is the general fund affected?	No

Future fiscal impact:	Maximizing the permitted land coverage area for treated wastewater effluent disposal may reserve sufficient capacity to serve future sanitary flows from the proposed resort development at the Steele Canyon Recreation Area.
Consequences if not approved:	The District will be left with stored pond water each season risking a winter spill into the environment.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 2: 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 2 (“Replacement or Reconstruction”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15302.]

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 subdivisions.

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 an irrigation system spanning 60 acres in coverage to disposal of treated wastewater effluent. The District received an insurance settlement to reconstruct the land disposal system after spot repairs were completed to temporarily sustain operations. Majority of the piping, fittings, valves and spray nozzles not replaced during emergency repairs has been weakened and prone to leaks, breaks and frequent maintenance. Funds will be transferred from the insurance settlement account into a newly created construction project at the time of recommending a contract award to the apparent low qualified bidder. The original land disposal irrigation system consists of vintage steel transmission pipe from a pump station into the steep terrain above wastewater storage ponds, a 50,000 gallon tank and several thousand feet of galvanized pipe laterals and risers with small diameter irrigation nozzles that clog perpetually by rust particles flaking off the iron pipe. Galvanized pipe, fittings and spray nozzles left in service after the wildfire have been problematic and subject to weekly service work when online seasonally.

A newly designed wastewater disposal sprayfield system will encompass the entire District owned parcel yielding more surface area for land application, not be susceptible to iron corrosion, give more flexibility to apply water over subzones, require much less maintenance by Operators and improve fire resiliency with a wider wet break line of defense.

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: 9/12/2023

File ID #: 23-1490

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Ross Murphy, Assistant Engineer
SUBJECT: Reject Bids for the Woodhaven Sewer Lift Station Replacement Project, NB 22-03

RECOMMENDATION

District Engineer requests rejection of all bids pursuant to Section 20150.9 of the Public Contract Code for the "Woodhaven Sewer Lift Station Replacement Project", NB 22-03.

EXECUTIVE SUMMARY

Bids were received and opened for the Woodhaven Sewer Lift Station Replacement Project, NB 22-03 on August 10, 2023. The low bid exceeds the total funds allocated to the project. Staff is recommending rejection of all the bids pursuant to Section 20150.9 of the Public Contracting Code. District Staff are negotiating with agents representing the insurance underwriter to address the facility settlement value shortfall.

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
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The District was allocated \$175,000 for the Project received from Golden State Risk Management Authority insurance settlement. The low bid received for construction of the project was \$446,818, which exceeds allocated project budget. The District does not have sufficient funding to award the construction contract within the insurance proceeds allocated for the Project at the low bid value and including construction administration and contingencies.
Is the general fund affected?	No
Future fiscal impact:	Unknown. There may be additional costs related to reducing scope and revising design plans.
Consequences if not approved:	Additional District funding would be required to fund the project.
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 provision 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 many 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.

After extensive evaluation of damages followed by negotiations with Golden State Risk Management Authority (GSRMA) - the District's insurance agency - an insurance settlement totaling \$1,656,941 was issued to the District, \$175,000 of which was the payout associated with the total loss of the Woodhaven Ct Lift Station. The District expended \$822,982 of the insurance payout for the repairs of fire impacted facilities immediately following the fire, leaving \$833,959 for other expenditures. District staff confirmed through discussions with the County's Risk Manager that the use of the remaining insurance funds are not limited to fire-related projects. However, the replacement of the Woodhaven Ct Lift Station (the subject of today's requested action) and the restoration of damaged irrigation system infrastructure that deliver and spray treated wastewater into permitted disposal sprayfields are the two remaining fire related projects that still need to be addressed, and staff believes that these two projects will consume the bulk of the insurance settlement monies.

On January 10, 2023 the Board approved a budget transfer of \$100,000 from the District's insurance settlement to the newly created Woodhaven Court Sewer Lift Station Replacement Project (Project) for the preparation of Design Plans and Specifications and demolition / site clean-up of the project site. Both of which are now complete with \$69,141 remaining in project appropriations. Unobligated insurance settlement funds are presently \$833,959.

On June 6, 2023 the Plans and Specifications were complete and the Board approved the project for public bidding. A pre-bid site walk was conducted on July 20, 2023 and sealed bids for the project were received and opened on August 10, 2023 with the following bid results:

Fort Bragg Electric - Fort Bragg, CA (\$446,818.00)

Piazza Construction - Penngrove, CA (\$452,500.00)

TNT Industrial Contractors - Sacramento, CA (\$525,184.00)

The apparent low bid exceeds the insurance settlement proceeds that were originally earmarked for the replacement of the facility, or \$175,000. As an additional fire-related project, replacement of treated wastewater disposal sprayfields piping, valves and spray system appurtenances is pending and will require a large portion of the unspent proceeds for its construction, it is in the District's best interests to re-evaluate the project for cost-saving changes to the design and to engage in negotiations with the insurance underwriter to determine if additional proceeds may be available for the replacement of the sewer lift station with the goal of ensuring sufficient funding for the completion of both fire-related projects within the total insurance payout.

District staff therefore recommends that the Board reject all bids for the "Woodhaven Sewer Lift Station

Replacement Project”, NB 22-03 for the reasons stated above until such time as the project can be scaled down to essential design elements for sewer collection service and a determination from the insurance agency is made on whether the replacement of the damaged facility is eligible for supplemental funds.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1531

TO: Board of Supervisors
FROM: John Tuteur - Assessor-Recorder-County Clerk
REPORT BY: John Tuteur - Assessor-Recorder-County Clerk
SUBJECT: Assessor-Recorder-County Clerk requests approval of Addendum 18 to Electronic Recording MOU with CA Department of Justice

RECOMMENDATION

Assessor-Recorder-County Clerk requests approval of and authorization for the Chair to sign Addendum No. 18 to Memorandum of Understanding (MOU) Agreement No. 170547B with the California Department of Justice increasing the amount by \$1,636 for a new maximum of \$28,963 and extending the term through June 30, 2024 for cost-sharing in a statewide Electronic Recording Delivery System (ERDS).

EXECUTIVE SUMMARY

Assessor-Recorder-County Clerk requests approval of and authorization for the Chair to sign Addendum No. 18 to MOU Agreement No. 170547B with the California Department of Justice increasing the amount by \$1,636 for a new maximum of \$28,963 and extending the term through June 30, 2024 for cost-sharing in a statewide Electronic Recording Delivery System (ERDS) fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Budgeted in the Recorder's Budget Unit under the Computer Software/Licensing Fees account line (52515) and will be offset from Special Revenue Fund (11400-59), Electronic Document Recording.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	In 2005 California authorized a statewide Electronic Recording Delivery System (ERDS) for recording of digitized and digital documents. Napa County began electronic recording in June 2016. Participation in the ERDS from the outset in 2005 (21 counties which has now grown to 52) has been beneficial for Napa County in assuring our concerns and suggestions are addressed. Approximately 60% of daily documents are now recorded electronically.
Is the general fund affected?	No
Future fiscal impact:	The Board has approved a \$1.00 electronic recording fee for each document effective March 1, 2010. There is no sunset provision to this fee. MOU costs will be covered from these fees.
Consequences if not approved:	Napa County will not be able to participate in the ongoing development and implementation of the ERDS.
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 Electronic Recording Delivery Act of 2004 (Act), Government Code section 27393 - 27399, establishes an electronic recording delivery (e-recording) system and authorizes the California Attorney General to oversee the process and for counties to participate via Resolution. The Act also requires any county establishing an e-recording system to pay the Attorney General for the direct costs related to the development and adoption of corresponding regulations and oversight. Napa County was one of the original 21 counties to participate in the process. There are now 52 counties in the program.

The Act permits county recorders to establish a fee of up to one dollar (\$1.00) per recorded document to cover startup costs of the Attorney General, development of the e-recording system, the review and approval of vendors and authorized submitters and security testing. Napa County began collecting this fee in March 2010. The fees are deposited in the Recorder Electronic Recording Special Revenue Fund. Annual costs for Department of Justice oversight are paid from this fund.

The estimated statewide cost of the program for 2023-2024 is \$375,891 of which Napa County's proportionate share is \$1,636. Napa County's total share since inception including the 2023-2024 amount will be \$28,963. Napa County began electronic recording in June 2016. We now record electronically approximately 60% of our daily documents.

Fiscal Year 2023/2024 Addendum to Memorandum of Understanding
(Napa County Agreement No. 170547B-Addendum 18)
Department of Justice
Electronic Recording Delivery System
Costs for Regulation and Oversight

Parties

This Addendum Number 18 to the Memorandum of Understanding (Napa County Agreement No. 170547B-original Agreement 6527) (Addendum) is between the California Department of Justice, hereinafter referred to as “DOJ” and Napa County, hereinafter referred to as “County.” County and DOJ may be referred to collectively as “Parties” and individually as “Party.”

Incorporation by Reference of MOU

Both County and DOJ agree that the terms of the MOU, previously executed, continue to operate and are incorporated herein by reference.

Purpose

The purpose of this Addendum is to execute Addendum No. 18 to the Memorandum of Understanding previously executed by the Parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; “Act”). This Addendum shall operate to bind the Parties to the final proportionate costs to the County for fiscal year 2023/2024. These costs include the costs for regulation and oversight.

Agreement

Now therefore, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby consent and agree that County will pay DOJ for the direct cost of regulation and oversight in support of the Act, as set forth in Article 6 (commencing with Section 27390) of Chapter 6 of Division 2 of Title 3. The final proportionate cost to County for fiscal year 2022/2023 is contained in Attachment A and incorporated by reference. Upon receipt of payment, the County is authorized to participate in the Electronic Recording Delivery System (ERDS).

Term of Addendum

The term of this Addendum operates for fiscal year 2023/2024.

MOU Representatives

The Addendum representatives during the term of this Addendum are:

Napa County

Name: John Tuteur, Assr-Recdr-Co Clk

Phone: (707) 253-4459

Fax: (707) 299-4440

E-mail: john.tuteur@countyofnapa.org

Department of Justice

Name: John Navarrete, Field Rep

Phone: (916) 210-3144

Fax: (916) 227-0595

E-Mail: john.navarrete@doj.ca.gov

Agreed and Accepted

Certification of Addendum Representatives

I certify that I have read and understand the aforementioned statements and agree to comply with the requirements contained herein:

Napa County

Name: John Tuteur

Department of Justice

Name: John Navarrete

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Dated _____, ____.

BELIA RAMOS, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald</u> (e-sign) Deputy County Counsel</p> <p>Date: <u>August 30, 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> <p>Date: _____</p>
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Attachments: Final Proportionate Costs: Attachment A

**FINAL PROPORTIONATE COST
FOR COUNTY RECORDERS TO
FUND DOJ PROGRAM COSTS**

County	Recordings*	% of Recordings (Based on Letter of Intent)	Final County Cost Estimate FY 2023/2024
Total	6,350,286		375,891
Alameda	204,262	3.22%	12,090.83
Alpine	635	0.01%	37.59
Butte	45,990	0.72%	2,722.28
Calaveras	11,588	0.18%	685.93
Contra Costa	215,656	3.40%	12,765.28
Del Norte	5,345	0.08%	316.39
El Dorado	84,294	1.33%	4,989.60
Fresno	151,907	2.39%	8,991.80
Glenn	6,380	0.10%	377.65
Humboldt	28,186	0.44%	1,668.41
Imperial	25,583	0.40%	1,514.33
Inyo	3,416	0.05%	202.20
Kern	190,433	3.00%	11,272.26
Kings	27,422	0.43%	1,623.18
Lake	16,840	0.27%	996.81
Los Angeles	1,220,202	19.21%	72,227.13
Madera	35,237	0.55%	2,085.78
Marin	48,244	0.76%	2,855.70
Mendocino	19,653	0.31%	1,163.32
Merced	44,206	0.70%	2,616.68
Modoc	3,378	0.05%	199.95
Mono	4,971	0.08%	294.25
Monterey	53,952	0.85%	3,193.57
Napa	27,635	0.44%	1,635.79
Nevada	25,410	0.40%	1,504.09
Orange	422,349	6.65%	25,000.01
Placer	106,499	1.68%	6,303.97
Plumas	8,035	0.13%	475.61
Riverside	518,302	8.16%	30,679.73
Sacramento	309,908	4.88%	18,344.31
San Benito	14,742	0.23%	872.62
San Bernardino	465,296	7.33%	27,542.16
San Diego	555,761	8.75%	32,897.03
San Francisco	131,357	2.07%	7,775.38
San Joaquin	146,054	2.30%	8,645.34
San Luis Obispo	81,533	1.28%	4,826.16
San Mateo	103,900	1.64%	6,150.13
Santa Barbara	64,443	1.01%	3,814.56
Santa Clara	243,524	3.83%	14,414.86
Santa Cruz	39,653	0.62%	2,347.17
Shasta	43,466	0.68%	2,572.87
Siskiyou	10,651	0.17%	630.46
Solano	84,637	1.33%	5,009.90
Sonoma	81,941	1.29%	4,850.31
Stanislaus	81,565	1.28%	4,828.06
Sutter	18,861	0.30%	1,116.43
Tehama	14,882	0.23%	880.91
Tulare	88,345	1.39%	5,229.39
Tuolumne	14,849	0.23%	878.95
Ventura	134,731	2.12%	7,975.10
Yolo	42,870	0.68%	2,537.59
Yuba	21,307	0.34%	1,261.22
	6,350,286	100%	\$375,891.00

*Recordings are based on what the counties submitted to the Insurance Commissioner in 2022 per the LOI



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: 9/12/2023

File ID #: 23-1549

TO: Board of Supervisors
FROM: Tracy Schulze, Auditor-Controller
REPORT BY: Raymond Francis, Accountant-Auditor II
SUBJECT: Tax Rates for Fiscal Year 2023-24

RECOMMENDATION

Auditor-Controller requests adoption of a Resolution establishing the Napa County tax rates for the Fiscal Year 2023-24 Secured Tax Roll.

EXECUTIVE SUMMARY

This agenda item establishes Napa County tax rates for Fiscal Year 2023-24.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The County's General Fund, Fire Fund and County Library Fund receive a share of county property taxes.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	California statute requires the Board of Supervisors to approve tax rates annually.
Consequences if not approved:	If this item is not approved, the County would be in violation of State law requiring the annual approval of tax rates.
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 item is specifically exempt from the voting requirements of Article XIIC of the California Constitution because it is an assessment or property related fee imposed in accordance with the provisions of Article XIID.

In California, the property tax rates must be adopted on or before October 3rd of each year. Please see the attachment for the resolution detailing the specific tax rates for Fiscal Year 2023-24. As established by Proposition 13, the limit on property tax is 1% (\$1.00 per \$100) of the assessed value for local and state assessed property. Additional tax rates are established on an annual basis for voter approved debt and other initiatives if applicable. Any additional City/Town specific rates or rates affecting overlapping school districts outside of the County are adopted by separate resolution by the jurisdiction's Governing Board.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, ADOPTING THE TAX RATES FOR THE
2023-2024 SECURED TAX ROLL**

WHEREAS, California Government Code Section 29100 requires that on or before the third day of October of each year, the board of supervisors of a county shall adopt by resolution the rates of taxes on the secured roll, not to exceed the one-percent limitation specified in Article XIII A of the Constitution and Revenue and Taxation Code Sections 93 and 100; and

WHEREAS, for voter-approved indebtedness, the Board of Supervisors shall adopt the rates on the secured roll by determining the percentage of full value of property on the secured roll legally subject to support the annual debt requirement; and

WHEREAS, each rate shall be such as will produce the amount determined necessary to be raised by taxation on the secured roll after due allowances for delinquency, anticipated changes to the roll, disputed tax revenues anticipated to be impounded pursuant to Government Code Section 26906.1, amounts subject to Health and Safety Code Section 33000 *et seq.*, and other available financing sources.

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors that the tax rates for the 2023-2024 Secured Tax Roll shall be adopted as follows:

**NAPA COUNTY
2023-2024 PROPERTY TAX RATES
Per Each \$100 Full Value**

00001	Countywide Tax	1.0000
00002	Unitary Countywide Tax	1.0000
00004	Unitary Countywide Tax-Railroad	1.0000
00003	Unitary Countywide Tax-Debt Service	1.2347

SPECIAL DISTRICTS/SCHOOL DISTRICTS

9010	Calistoga Joint Unified School District, 2010	0.0265
9010	Calistoga Joint Unified School District, 2022	0.0345
9020	Howell Mountain Elementary School District, 2005	0.0003
9030	Napa Valley Community College District, 2002	0.0189
9050	Napa Valley Unified School District, 2002	0.0149
9050	Napa Valley Unified School District, 2006	0.0331
9050	Napa Valley Unified School District, 2016	0.0282
9060	Pope Valley Union Elementary School District, 2016	0.0238
9070	St. Helena Unified School District, 2010	0.0211
9070	St. Helena Unified School District, 2012	0.0191

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors at a regular meeting of the Board held on the 12th day of September 2023, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

By _____
 BELIA RAMOS,
 Chair of the Board of Supervisors

<p style="text-align: center;">APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 29, 2023</u></p>	<p style="text-align: center;">APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p style="text-align: center;">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
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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1326

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Thomas Zeleny, Chief Deputy County Counsel
SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Pervasive Tree Mortality

RECOMMENDATION

County Executive Officer requests adoption of a Resolution continuing the State of Local Emergency due to pervasive tree mortality in Napa County.

EXECUTIVE SUMMARY

On September 13, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to pervasive tree mortality in Napa County, pursuant to Resolution No. 2022-132. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. If adopted by the Board, the proposed resolution will continue the State of Local Emergency due to pervasive tree mortality in Napa County, and extend the emergency powers of County officials as set forth in Resolution No. 2022-132.

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

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To seek and be eligible for state and federal assistance to address the emergency.
Is the general fund affected?	No
Future fiscal impact:	Staff cost of placing this item on the Board agenda every 60 days for renewal until termination.

Consequences if not approved: Pervasive tree mortality in Napa County could constitute a significant threat to the economic and environmental health and safety of persons and property due to increased risk of high intensity wildfire, diminished air quality, and overall quality of life for residents in Napa County.

County Strategic Plan pillar addressed: Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

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

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

On September 5, 2023, Napa County sent a letter to Congressman Thompson seeking federal support to manage the Mediterranean Oak Borer, one of the invasive species attacking native trees in Napa Valley. The Mediterranean Oak Borer is a small beetle native to Europe, which has been discovered in Napa, Sonoma, Lake, and Sacramento Counties. According to University of California Agriculture and Natural Resources, female beetles tunnel into trees, usually at points where the bark is thin or cracked. The beetles introduce fungal spores inside their tunnels that grow in fungal “gardens.” The fungus is the primary food of the beetle larvae and adults, but the fungus may also damage or kill the tree over time. The trees associated with the 2019 finds of infestation in Calistoga showed symptoms including wilting, defoliation, and broken branches, and the infested wood was discolored, presumably by the fungus. Napa County is seeking funding to further understand the biology of this beetle, determine its spread, identify an effective means of management, and for removal and disposal of infected trees on public and private property.

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

NAPA COUNTY RESOLUTION NO. _____

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

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

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

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

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

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

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

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 12th day of September, 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>July 19, 2023</u> PL Doc. No. 94953</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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A Tradition of Stewardship
A Commitment to Service

Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421

Belia Ramos
Chair

September 5, 2023

The Honorable Mike Thompson
Napa District Office
2721 Napa Valley Corporate Drive
Napa, CA 94588

RE: Federal Support to Address the Threat Posed by the Mediterranean Oak Borer

Dear Congressman Thompson:

I am writing to request your support in addressing the threat posed by the Mediterranean Oak Borer (*Xyleborus monographus*) to our precious oak ecosystems. As an advocate for environmental preservation, especially as it relates to our incredible valley, I need your help addressing the impact of an invasive species like Mediterranean Oak Borer (MOB), that can wreak havoc on our native flora.

Mediterranean Oak Borer, an invasive ambrosia beetle, is a serious pest of several native oak species; to date, it has been found in Valley oak, (*Quercus lobata*), Black oak (*Quercus kelloggii*) and Blue oak (*Quercus douglasii*), and its presence has been confirmed in four California Counties, including Napa, Sonoma, Lake, and Sacramento. In its native range, including Europe, North Africa, and the Middle East, it attacks a wide range of hosts including 12 species of oak.

The Mediterranean Oak Borer presents a significant ecological and economic threat, capable of causing extensive damage to oak trees across Napa County and other locations throughout California. With the potential to devastate oak populations, this invasive pest could disrupt entire ecosystems, effecting not only the biodiversity of our natural landscapes but also the many ecosystem services that oaks provide, such as habitat for wildlife, carbon sequestration and erosion control. In urban park and roadside settings, dead or dying trees with fragile limbs, pose a threat to public safety and can add to wildfire fuel loads.

The extent of Mediterranean Oak Borer throughout California is currently unknown. Extensive support is necessary to understand the biology, determine its spread, and identify an effective means of management. Funding support for research and mitigation efforts is crucial to developing effective strategies to manage and contain the spread of the Mediterranean Oak Borer. Funding could support the following short-term, mid-term and long-term essential activities:

1. **Detection and Response:** With funding, we can implement protocols for detecting and reporting the presence of the Mediterranean Oak Borer early, which is instrumental in preventing further spread and containing its current range. Through detection, we can track its movement, assess the extent of its impact, and identify vulnerable areas. Quick response to new infestations is essential to prevent the pest's spread.
2. **Outreach and Education:** Public Awareness is pivotal in the fight against invasive species. The

funding will enable educational campaigns to inform communities, landowners, and stakeholders, about the threat of Mediterranean Oak Borer, its potential consequences, and how to detect and report its presence, and prevent further unintentional spread.

3. **Research:** Comprehensive research is necessary to better understand the biology, behavior, and lifecycle of Mediterranean Oak Borer as well as the fungus associated with the beetle galleries inside of infested trees.
4. **Development of Control Strategies:** Researchers and experts can utilize funding to explore various control strategies that minimize the impact of the Mediterranean Oak Borer. This might include incorporating biological controls, assessing chemical control options, as well as implementation of cultural control practices that discourage the pests proliferation.
5. **Funding for Management and Removal:** With funding we can remove and dispose of trees that may act as amplifiers (source of beetle dispersal to neighboring trees) and identify an appropriate and effective tool for eliminating infested material and pest populations. Dead limbs and dying trees on private and public property may pose a safety hazard that necessitates funding for removal and proper disposal.

Given the collaborative nature of environmental conservation, the success of these efforts requires support from various stakeholders including government agencies, non-governmental organizations, academic institutions and concerned citizens. I whole heartedly endorse and solicit federal support to address the threat posed by the Mediterranean Oak Borer. The resources provided through any future funding and general support will undoubtedly contribute to the protection and preservation of our cherished oak ecosystems.

Thank you for your time and commitment to safeguarding our environment.

Sincerely,

A handwritten signature in black ink that reads "Belia Ramos". The signature is written in a cursive, flowing style.

Belia Ramos
Napa County Board of Supervisors
District 5



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1507

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: 2022-23 Grand Jury Reports

RECOMMENDATION

County Executive Officer requests the Board approve transmittal of the amended responses to the 2022-23 Grand Jury Final Report: "Napa County Groundwater Management" as prescribed by Section 933 of the Penal Code to the Presiding Judge.

EXECUTIVE SUMMARY

The County received the following report from the Grand Jury. On August 22, 2023, the Board of Supervisors reviewed and provided edits to the following report findings and recommendations: "Napa County Groundwater Management."

Staff has received and incorporated the Board of Supervisors edits to the findings and recommendations: "Napa County Groundwater Management."

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

Staff has received and incorporated the Board of Supervisors edits to the findings and recommendations. If the Board approves the responses, staff will transmit the Report to the Presiding Judge.



**NAPA COUNTY GRAND JURY
2022-2023**

JUNE 21, 2023

**NAPA COUNTY GROUNDWATER
MANAGEMENT**

***“WHEN THE WELL IS DRY,
WE KNOW THE VALUE OF WATER”
-BENJAMIN FRANKLIN***

SUMMARY

Over the past several years, Napa County and the rest of California have been confronted by one of the most significant and prolonged droughts in recent history. This has resulted in diminished stores of surface water in reservoirs, and has increased the dependence on groundwater to provide for agricultural, industrial, and residential needs.

Despite increases in rain and snow in 2022-2023, experts agree that Napa County will need to continue to confront the issue of drought. In coming years, Napa County residents and the agricultural industry will increasingly rely on groundwater for access to water. It is critical that we protect groundwater reserves for the future health of Napa County's farms, cities, residences and environment.

Groundwater is the water located in the pores and spaces between rock and soil particles. It is a vital resource for human consumption, irrigation (domestic and agricultural), and industrial use. Groundwater accounts for about 40% of the water used in normal years and up to 60% of water used during droughts.¹ Groundwater comes from rain, snow, and other forms of precipitation that percolates through soil and rock layers. Groundwater is stored in aquifers which are located in underground layers of rock and sediment which hold and transmit water.

The amount of water that can be responsibly withdrawn from an aquifer depends on its recharge rate which is the rate that groundwater is replenished by precipitation and surface water sources. Groundwater sustainability refers to the ability of an aquifer to maintain its quantity and quality over a long period of time. It involves managing and using groundwater resources in a way that ensures they are available for current and future generations. Sustainability is increasingly important due to growing population, and increased demand for water resources.

Overuse of groundwater can lead to depletion of aquifers which can cause land subsidence, saltwater intrusion, and decreased water quality, each of which reduces water availability. Land subsidence can result in significant damage to buildings, roads, and utilities infrastructure. Over pumping of groundwater can also result in decreased potable water quality due to the concentration of contaminants, such as boron and other elements. Depletion of aquifers can also allow salt water intrusion into groundwater for areas adjacent to sea water.

To achieve groundwater sustainability, it is necessary to balance the demand for groundwater with the natural recharge rates of the aquifer. This can be done through various management strategies, such as implementing water conservation measures, increasing the efficiency of water use, promoting the use of alternative water sources, education and training of the agricultural workforce, and implementing regulations to limit groundwater extraction. There is a need for a coordinated and unified approach to achieve effective and efficient sustainable groundwater management. A countywide water management agency will support a collaborative approach involving

¹ CA State Water Board (www.waterboards.ca.gov)

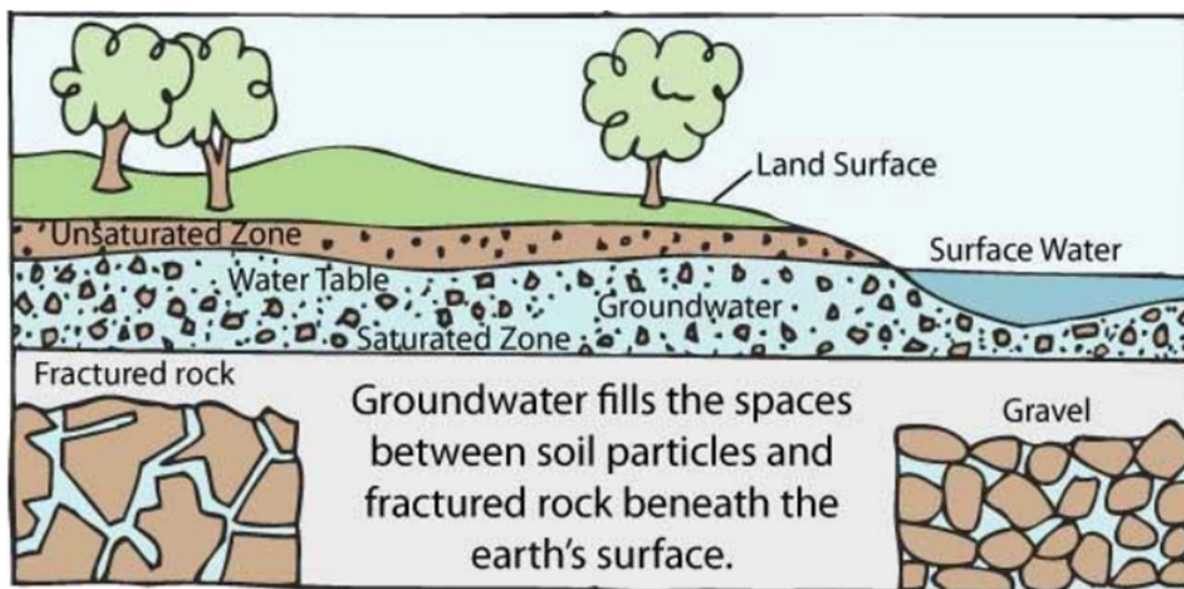
government agencies, water users, and other stakeholders. By working together to manage and protect groundwater resources, we can assure its availability for future generations.

The Jury believes there is a need to better understand the County's groundwater sustainability and recommend actions to address the topic. For these reasons, the Jury chose to investigate the use, monitoring, and management of groundwater in Napa County.

BACKGROUND

Intermittent drought has plagued California for over 40 years. Although the 2022-2023 series of storms has helped, periods of drought are expected to continue. Drought conditions to stress all water sources including groundwater, reservoirs, rivers, and streams. Groundwater, stored in aquifers,² is the major source of water for Napa's agricultural industry. Years of drought coupled with over pumping depletes aquifers.

The diagram below shows the relationship between groundwater (aquifers) and surface water (rivers and streams). (Graphic from The Groundwater Foundation):



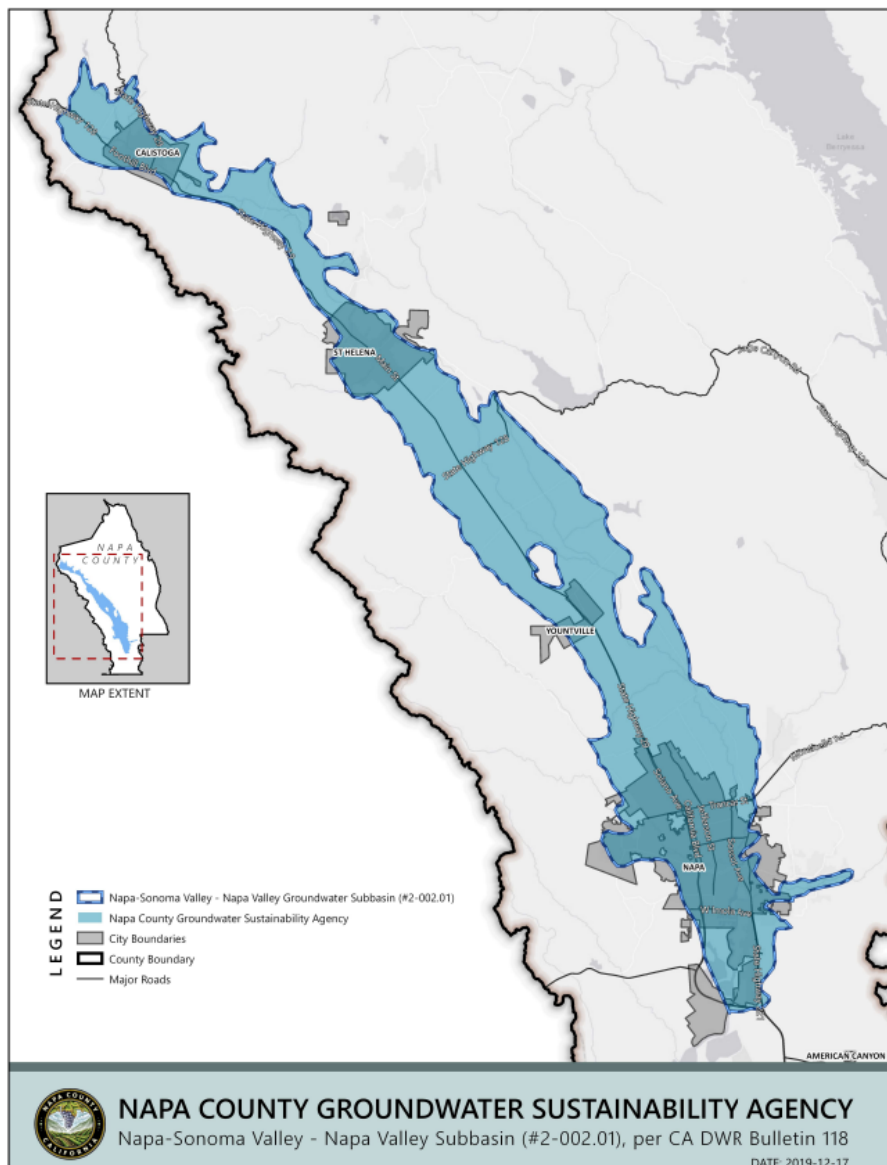
The California Legislature passed the Sustainable Groundwater Management Act in 2014 (SGMA).³ The SGMA is designed to avoid undesirable results and mitigate overdraft within 20 years. Napa County's largest subbasin, encompassing most of the Valley floor (Calistoga to Soscol Crossing), was identified by the SGMA as a medium priority aquifer.

The medium priority designation required the Board of Supervisors (BOS) to implement a Groundwater Sustainability Plan (GSP) and a Groundwater Sustainability Agency (GSA). The GSP has been written and accepted by the Division of Water

² Underground layers of rock and sediment that hold and transmit water.

³ AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley)

Resources (DWR). County officials are well aware that water deficiencies are detrimental to the County's residents and the wine industry.



GLOSSARY / ACRONYMS

Glossary

- The 71.8 square-mile **Napa Valley Subbasin** sits in the larger 426 square-mile Napa River watershed and underlies Calistoga, St Helena, Yountville, and Napa. The extent of the Napa Valley Subbasin generally aligns with the floor

of the Napa Valley. The subbasin consists of sediments that have been eroded from the surrounding mountains and deposited by the Napa River over millions of years. These sediments are permeable – they can soak up and hold a lot of water. The sediments are shallow near the base of the nearby hills and in the Calistoga area. The sediments can be up to several hundred feet thick in the center of the valley. Beneath these sediments lie older bedrock.

- An **acre-foot** is 325,851 gallons, a volume that would cover a one acre area at a depth of one foot.
- **Drawdown** is the reduction of a hydraulic water level in an aquifer compared to the normal static level prior to pumping.
- **Napa County PBES categories for wells:** Domestic Irrigation, Domestic Irrigation Public, Industrial Irrigation, Irrigation Agriculture, Irrigation Domestic, Irrigation Industrial, Irrigation, Irrigation Public, and Irrigation Landscaping.

Acronyms

- BOS, Board of Supervisors
- DWR, Division of Water Resources
- GSA, Groundwater Sustainability Agency
- GSP, Groundwater Sustainability Plan
- LAFCO, Local Agency Formation Commission
- PBES, Napa County Planning, Building, and Environmental Services Department
- RCD, Resource Conservation District
- SGMA, Sustainable Groundwater Management Act
- TAG, Technical Advisory Group

METHODOLOGY

The Grand Jury interviewed personnel from the following sources:

- Napa County Planning, Building and Environmental Services
- Napa County Resource Conservation District
- Napa County Groundwater Sustainability Agency and Advisory Committee
- City of Napa Water Department
- City of St Helena Public Works Department
- Napa County Farm Bureau
- Napa County Groundwater Advisory Committee
- Napa County Groundwater Technical Advisory Group
- Napa Green LLC
- Napa Valley Grapegrowers
- Save Napa Valley Foundation
- A well driller with many years of experience drilling and maintaining wells in

- Napa County
- A vineyard manager who manages multiple vineyards in and outside of Napa County
- A geologist who has worked with Napa County on groundwater issues

Documents Reviewed

- Organization Chart for Napa County Public Works
- Documents produced by the State of California and County of Napa
- California Senate Bill 1739, SB1319, and Assembly Bill 1178 which were combined to form California's Sustainable Groundwater Management Act (SGMA)
- Napa County Groundwater Sustainability Annual Report - Water Year 2021 (published in March 2022)
- Napa County Groundwater Conservation Ordinance
- Napa County Groundwater Sustainability Plan
- Napa County Title 13
- Reports on groundwater issues from Luhdorff & Scalmanini Consulting Engineers
- Several recent Bay Area County Grand Jury Reports on Groundwater issues
- LAFCO Executive Summary October 31, 2022
- Napa County Well Permit Standards and WAA Requirements January 6, 2023
- Water Availability Analysis (WAA), Adopted 2015 by Napa County Board of Supervisors

Web Page Searches

- Napa County Public Works Department
- Napa County Planning, Building and Environmental Services
- Groundwater Resources Advisory Committee
- Groundwater Foundation
- Groundwater Sustainability Agency
- Napa County Resource Conservation District
- Map of the Napa Valley Subbasin
- California Water Board
- Articles on Groundwater from the Napa Valley Register
- Water Education Foundation.org

DISCUSSION

Drought Impact on Napa Valley Groundwater

On March 30, the US Drought Monitor⁴ declared the drought over in many parts of California, including Napa County. However, the impact of drought remains a major concern as it leads to depleted aquifers from over pumping and lack of replenishment. Limited conservation adds to the problem. Efforts to mitigate negative drought outcomes have been taken by the California State Legislature and Governor including

⁴ National Drought Mitigation Center, University of Nebraska at Lincoln/NOAA/USDA

the 2014 Sustainable Groundwater Management Act (SGMA). Seventy-two percent (72%) of Napa County's water is consumed by agriculture, 15% for industrial/landscape, and the remaining 13% for residential.⁵

Napa Subbasin and Sustainability Efforts

Napa County's largest subbasin⁶ encompassing most of the valley floor (Calistoga to Soscol Crossing) has been deemed a medium priority basin by SGMA. This designation requires Napa County to form a Groundwater Sustainability Agency (GSA) and then create a Groundwater Sustainability Plan (GSP) to avoid undesirable consequences and mitigate excessive drawdown within the next 20 years. The Board of Supervisors appointed themselves as the GSA.

A committee consisting of representatives from the wine industry, environmental and agricultural groups, and interested citizens was appointed by the GSA to develop the plan. The initial GSP was rejected by the State; a revised GSP was submitted in January 2022. This second GSP was approved in February 2023 by the State Division of Water Resources (DWR) as the minimum standard for management of Napa County's groundwater⁷. A Technical Advisory Group (TAG), consisting of experts in the field has been formed to support the GSA and the GSP.

A better understanding of the effects of pumping, as well as the use of groundwater, is needed to implement the plan. Currently, there are six public and a limited number of private wells being used for groundwater monitoring. The true amount of drawdown is not fully known due to incomplete monitoring. The County is in the process of installing six additional public wells to gather more data.⁸

Vineyard irrigation has become standard practice over the past 45 years. Inefficient irrigation practices have led to overwatering of up to 25 percent in many vineyards. Organizations such as the Resource Conservation District (RCD), Napa Green, and the Vintner's and Grape Grower's Associations recommend better training for vineyard managers and field workers in efficient water usage. The Grand Jury was unable to obtain statistics for water usage on properties owned by large corporate entities. There are current technologies that can determine the amount of water a vine needs to thrive. This type of assessment can be made through satellite or handheld devices. These techniques seem to be independent approaches and not standard practice.

New Pumping Standards

Title 13 of the Napa County Code has set standards for water use per acre for vineyard plantings, requiring a maximum of 0.3 acre feet per acre of planted vines. This standard is for water from newly permitted wells. The 0.3 allocation will also apply to all replanted acreage. There are wells permitted for domestic use that are also

⁵ County staff and consultant interviews

⁶ See Glossary for this subbasin.

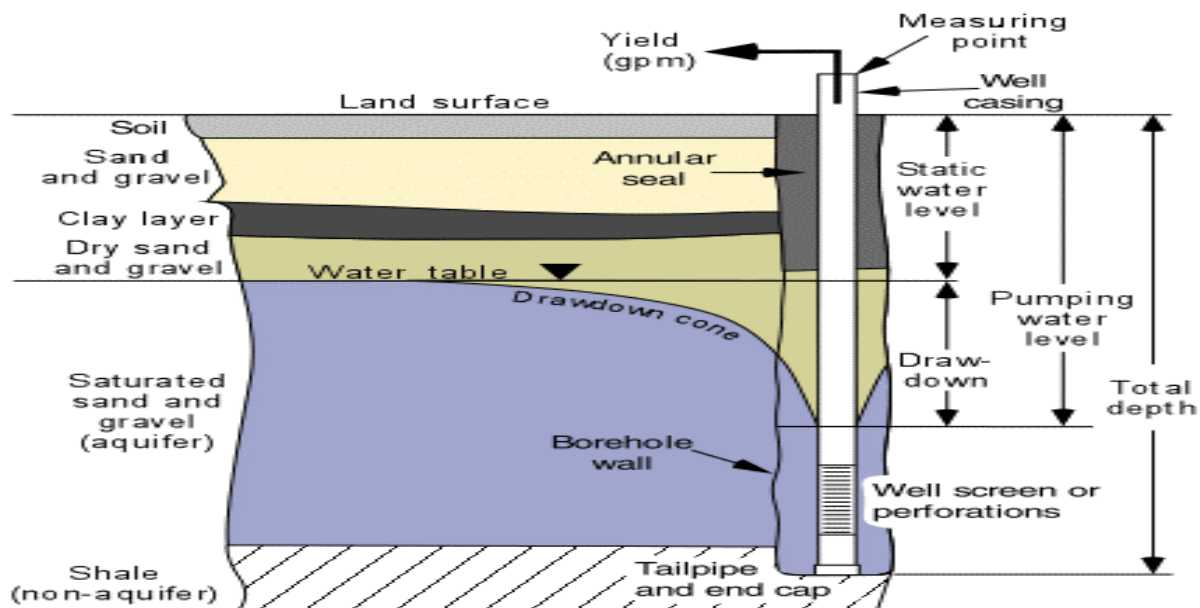
⁷ See DWR approval document

⁸ County staff interview

supplying agricultural/winery needs.⁹ The County does not investigate these mixed-use wells unless there is a citizen complaint.¹⁰

Well Issues

The graphic below shows the different parts of a well and how it interacts with the water table which is the Aquifer. It shows how draw-down is measured compared to the static level of water within the Aquifer. (Google Images)



Now that the GSP has been accepted, the County plans to add staff to manage it.¹¹ Representatives from conservation groups and industry associations agreed more staff is needed to monitor existing wells.

Wells in Napa County date back to the 1800's but permitting was not required until the 1950's. There is imprecise data available indicating the exact number of wells within the County. It has been documented that wells affect streams, rivers and adjacent wells if located too close to a new bore hole.¹² Well depth can affect other wells in the immediate area. Drawdown and well depth have the greatest effect on an aquifer's health.

Over the past few years, there have been reports of domestic well failure in Napa County causing homeowners to truck in potable water during summer months.¹³ Hydrologists have found the pace of groundwater depletion in California accelerates dramatically during drought years. Interviews revealed overuse of surface and groundwater has caused diminished flow in streams and rivers, including the Napa River. Increased agricultural, industrial and residential pumping has drawn down aquifer levels to new lows, threatening to severely impact underground water

⁹ County staff interview

¹⁰ Ibid

¹¹ Ibid

¹² Industry representative interview

¹³ County staff interview

reserves.¹⁴ The Milliken, Sarco, and Tulocay Basin (MST) east of the City of Napa has been deemed a groundwater deficient area.¹⁵

The proliferation of storage tanks has increased aquifer depletion.¹⁶ There are no restrictions as to how many tanks a parcel may have or how they may be used.

There is uncertainty regarding the actual number of wells in Napa County. Per PBES data there are an estimated 11,470 wells with unclear designations.

Administrative Issues

The well permitting process can be long and arduous, prompting complaints from vintners, well drillers, ecologists, and property owners. Changes in regulations and management of permits have not been well communicated by the Planning Department Staff. Each permit request is assigned to an individual planner who compiles the information and communicates with the applicant; however, this information is not easily accessible to the applicant or the public.¹⁷

The County has nine different categories¹⁸ of wells which do not clearly define how the water is used.

Napa County has 14 public and 20 private water districts serving cities, towns, and unincorporated areas.¹⁹ Several groups, including LAFCO, have suggested the formation of a county wide water agency. A unified agency would coordinate the operations of all districts, including those providing recycled water for agricultural and landscaping irrigation. This agency would provide future planning, integrated information repository, and drought mitigation. Surrounding counties including Marin, Sonoma and Solano have countywide water agencies.

Napa County's five urban areas get their water from five separate water sources: local reservoirs, wells, and State aqueducts which draw from the Sierras and major rivers. The State systems have been struggling as well as some of our Cities such as American Canyon and St Helena during times of drought. There is no uniform approach toward sharing of resources which also supports the need for a unified agency across the County.

FINDINGS

F1. Napa County officials do not know the number, location, or capacity of groundwater wells and storage tanks in the County.

F2. Despite the 2022-2023 storms, drought is still a concern in Napa County.

¹⁴ Napa County Groundwater Sustainability Annual Report - Water Year 2021 (published in 2022)

¹⁵ 2014-2015 Grand Jury Report

¹⁶ County staff interview

¹⁷ County staff interview

¹⁸ See Glossary

¹⁹ LAFCO Municipal Service Review (2020)

F3. Napa County does not have an umbrella water agency to coordinate, oversee, and set policy for its 14 public and 20 private water districts.

F4. Groundwater over pumping can lead to land subsidence, salt water intrusion, decreased water quality, and depletion of aquifers.

F5. Education of vineyard and winery owners, vineyard managers, farmworkers, wine production employees, landscapers, and residential users, is critical for improved groundwater management.

F6. Government, wine industry, and environmental groups do not consistently collaborate on groundwater management issues.

F7. The County permitting process is inconsistent, inefficient, and confusing to applicants seeking groundwater well permits.

F8. The GSA has only just begun to address groundwater issues via the GSP. However, most public and private groups and agencies feel the plan needs to be implemented as soon as possible.

RECOMMENDATIONS

The Grand Jury recommends that:

R1. By December 31, 2023, the Board of Supervisors will fill current gaps in groundwater usage data by expanding groundwater monitoring in key locations and initiate and enforce procedures to enhance data collection from agricultural and residential users.

R2. By June 30, 2024, the Board of Supervisors in conjunction with all 14 public and 20 private water districts consider creating a single County-wide agency to oversee groundwater management.

R3. By December 31, 2023, the Board of Supervisors will create and implement a plan to increase awareness of groundwater preservation strategies through the education of winery and vineyard owners and managers, farmworkers, landscapers, and residential users.

R4. By June 30, 2024, the Napa County Planning Department will enable more effective communication with applicants during the permitting process.

R5. By June 30, 2024, the Napa PBES research and communicate to the GSA the number of new or upgraded wells, their output, and the number of storage tanks.

REQUIRED RESPONSES

Pursuant to Penal Code sections 933 and 933.05, the Grand Jury requests responses as follows:

- Napa County Board of Supervisors, F1, F2, F3, F4, F5, F6, F7, F8, R1, R2, R3
- Napa County Planning, Building and Environmental Services Department, F1, F2, F3, F4, F5, F6, F7, R4

INVITED RESPONSE

- Napa County Resource Conservation District, F2, F5, F6, R2

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
RESPONSES TO THE GRAND JURY REPORT ON
NAPA COUNTY GROUNDWATER MANAGEMENT

June 21, 2023

Introduction

The “Napa County Groundwater Management” Report of the 2022-2023 Napa County Grand Jury sets forth eight (8) findings and five (5) recommendations relating to the management of groundwater resources in Napa County. This Memorandum comprises the responses of the Director of the Department of Planning, Building and Environmental Services (PBES), the County Executive Officer and the Board of Supervisors.

We would also like to take this opportunity to acknowledge the work of this year’s Grand Jury. We appreciate the Grand Jury’s interest in and focus on groundwater management in Napa County. It is a highly complex topic, especially with the overarching goals of ensuring that water resources are managed to protect communities and the environment, ensuring water supply reliability, and preparing for future weather extremes in the face of climate change and uncertainty.

Background

Groundwater and surface water are highly important natural resources in Napa County. Together, the County and other municipalities, water districts, public water system operators, commercial and industrial operations, the agricultural community, and the public, are stewards of available water resources. Everyone living and working in Napa County has a stake in protecting the County’s groundwater resources, including groundwater supplies, groundwater quality, and associated watersheds.

For many decades, Napa County and its citizens have acted to conserve and preserve groundwater resources and protect beneficial uses and users throughout the county. In 1966, Napa County restricted development and land use conversion in Napa Valley, with similar restrictions added for remaining parts of the Napa River Watershed beginning in 1973. Groundwater management actions taken by Napa County since 1991 have also aligned land use permitting with best-available data consistent with the objectives of protecting natural resources throughout the County’s watersheds.

Since 2008, the County has implemented additional groundwater management actions to better understand groundwater conditions, conduct education and outreach, modify land use permitting, and develop other programs to assess and maintain groundwater sustainability. These efforts included the adoption of Goals and Policies in Napa County’s 2008 General Plan, commencing new studies of the County’s groundwater resources in 2009, and creation of a Groundwater Resources Advisory Committee (GRAC; 2011 to 2014) to spearhead management implementation and community outreach. In 2019, the County took the additional step of forming the Napa County Groundwater Sustainability Agency as provided for under the 2014 Sustainable Groundwater Management Act (SGMA). The next major milestone for groundwater management was the formation of the 25-member Groundwater Sustainability Plan Advisory Committee (GSPAC) in June 2020 who, over a period of 18 months, guided the development and adoption of the Napa Valley Subbasin Groundwater Sustainability Plan (GSP),

which was submitted to the California Department of Water Resources (DWR) on January 31, 2022, and approved on January 26, 2023.

As part of its overall land use and groundwater management actions, Napa County also recognizes that long-term, systematic monitoring programs are essential to provide data and the scientific analyses that allow for improved evaluation of water resources conditions and to facilitate effective water resources planning and management. Napa County has been monitoring groundwater conditions since the 1960s. The GRAC provided input on the development of the Napa County Groundwater Monitoring Plan 2013 (Plan) which was prepared to formalize and augment countywide groundwater monitoring efforts (LSCE, 2013a). The Plan recommended annual reports on groundwater conditions and modifications to the countywide groundwater monitoring program as needed. To date, nine Annual Reports have been prepared (LSCE, 2015, 2016a, 2017a, 2018b, 2019, 2020, 2021, 2022, 2023).

Since 2014, the County has been expanding the groundwater monitoring network and will continue to augment the network based on GSP implementation efforts. Today, the County's groundwater monitoring network includes 114 current active wells, including 8 new monitoring wells installed between January and April 2023, with support from DWR Proposition 68 grant funding. Approximately 70% of these wells are private wells and 30% public or County-owned wells. Additional monitoring sites are currently being examined, and monitoring wells are planned to be constructed in late summer/fall 2023 at three additional sites (i.e., for a total of six monitoring wells) for purposes of advancing understanding of groundwater and surface water interactions.

DWR has identified the major groundwater basins and subbasins in and around Napa County (DWR, 2016). The basins include the Napa-Sonoma Valley (which includes the Napa Valley and Napa-Sonoma Lowlands Subbasins), Berryessa Valley, Pope Valley, and a small part of the Suisun-Fairfield Valley Groundwater Basins.

With the California Legislature's passage of SGMA, groundwater management requirements are applied to all groundwater basins or subbasins that DWR designates as medium or high priority. Previously under the California Statewide Groundwater Elevation Monitoring Program (CASGEM), DWR classified California's groundwater basins and subbasins as either high, medium, low, or very low priority. The CASGEM priority classifications were made based on eight criteria that include the overlying population, the reliance on groundwater, and the number of wells in a basin or subbasin.

In 2018, DWR began a statewide process to revise the SGMA priority designations that it assigns to groundwater basins. Through that process, DWR changed the designation for the Napa Valley Subbasin from medium priority to high priority. The increase in priority designation for the Napa Valley Subbasin in 2018 was due primarily to revised projections of future population for the Subbasin, an increased assessment of the total number of wells in the Subbasin, and a revised approach to evaluating water quality in the Subbasin compared to the previous prioritization analysis performed in 2014. The change from medium priority to high priority did not affect requirements for the Napa Valley Subbasin under SGMA. The changed priority designation is also not a determination by DWR that the Subbasin has groundwater conditions of concern. For most basins designated by DWR as medium priority or high priority, SGMA requires the formation of groundwater sustainability agencies (GSA) and the adoption of a GSP or development of an alternative to a GSP, provided that the local entity (entities) can meet certain requirements. An alternative to a GSP may include "An analysis of basin conditions that demonstrates that the basin has operated within its sustainable yield over a period of at least 10 years" (Water Code Section 10733.6(b)(3)). In response to SGMA, Napa County prepared a Basin Analysis

Report for the Napa Valley, which was submitted to DWR on December 16, 2016. On July 17, 2019, DWR released a tentative determination to not approve the Basin Analysis Report. On November 13, 2019, DWR issued a final determination consistent with the draft determination.

Although the Basin Analysis Report was not approved, DWR's Staff Report to Napa County stated that DWR "did not consider and does not conclude that the Napa Valley Subbasin is, or has been, managed unsustainably" (DWR, 2019). Rather, DWR's decision focused on DWR's interpretation that the County had not implemented SGMA-equivalent metrics to define sustainable groundwater management prior to the passage of SGMA in 2014. DWR found the County to be "proactively managing groundwater" and noted that the Alternative submittal positioned the County for successful development of a GSP for the Napa Valley Subbasin (DWR, 2019).

Following DWR's decision to not approve the Basin Analysis Report, the Napa County Board of Supervisors acted on December 17, 2019, to become a GSA for the Napa Valley Subbasin and declare their intent to develop a GSP for the Subbasin by January 31, 2022.

In December 2019, DWR released another round of SGMA basin prioritizations, which maintained the very low priority designation for the Napa-Sonoma Lowlands Subbasin. The Lowlands Subbasin occurs along the lower Napa River, including the Carneros Subarea and American Canyon, and includes areas within Solano County. An earlier draft of the reprioritization released in 2018 had shown the Lowlands Subbasin designation increasing from very low priority to medium priority.

All other basins and subbasins located in Napa County continue to be designated as very low or low priority according to DWR's revised 2018 and 2019 designations. None of the basins and subbasins designated as very low or low priority are subject to additional requirements under SGMA, such as the development of a GSP.

Historically, County actions have included setting objective criteria to avoid adverse effects on groundwater resources. Through the development and implementation of the Napa Valley Subbasin GSP, quantifiable and sustainable management criteria were developed through a robust stakeholder process to further avoid undesirable results such as chronic lowering of groundwater levels, reduction in groundwater storage, water quality degradation, land subsidence, increased surface water flow reductions, and other adverse environmental impacts. Since 2009, Napa County has made significant progress towards executing groundwater-related studies and implementing recommendations provided by those studies to improve local understanding of groundwater conditions and ensure resource sustainability. Following adoption of the GSP, the Napa County GSA approved actions to immediately begin implementation before the GSP was submitted to DWR on January 31, 2022. The GSP was approved by DWR on January 26, 2023, and the County and the GSA are committed to sustainably managing groundwater resources by implementing an adaptive management approach supported by the best available information. New data and information are shared with the Napa County Technical Advisory Group (TAG), which had its first meeting in August 2022. The TAG receives briefings and ongoing updates and new information from County staff and technical consultants. The TAG considers how current information informs continued GSP implementation, and the TAG's role is to provide guidance on response actions as needed to ensure sustainability. The GSP implementation efforts support the overall requirement to achieve the sustainability goal.

Findings:

Finding 1. Napa County officials do not know the number, location, or capacity of groundwater wells and storage tanks in the County.

Response of the Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We disagree wholly with the finding about number, location, and capacity of wells. We disagree partially with the finding about number, location, and capacity of groundwater tanks. Groundwater storage tanks 5,000 gallons or larger are required to be installed under a permit obtained from the Building Division. However, due to complexities of the permit tracking system, the number and location of tanks cannot be estimated with a reasonable degree of certainty. However, the number of such tanks is not indicative of the relative abundance or scarcity of groundwater in the Napa Valley Subbasin, and no conclusions or inferences about the health of the Subbasin should be drawn from any knowledge, be it anecdotal or evidentiary, of the existence of such tanks. Moreover, in some ways tanks can be beneficial in that they allow water to be stored and dispensed as needed instead of continuously pumping during peak usage periods, typically morning and evening for most households. Storage tanks also provide water in case of an emergency, pump failure, power outage, or when maintenance of the well or pump is necessary.

With respect to the number and location of wells, the County has permitted well construction including new, replacement, and the destruction of wells since late 1970 (under Ordinance 335). It is unknown exactly how many wells may have been installed prior to this date; however, in 2022 GIS staff from PBES (including the GIS Coordinator and two GIS technicians) embarked on a rigorous, 500+ hour exercise to verify the existence of all wells for which records exist, either within PBES or DWR. Staff reviewed over 10,000 well locations provided by the publicly available DWR *Well Completion Reports* online GIS layer. Many of the wells from the DWR layer were not located accurately. Where feasible, staff reconciled well locations by situs address and/or assessor's parcel number. The remaining wells lacking accurate site information were located by other means: 1) finding locations based on hand-drawn sketches in the well completion report, 2) matching well ID numbers to department-issued permits, or 3) utilizing visual matching means using engineering drawings or aerial photos as reference. As a result, GIS staff estimates that over 90% of these wells have been located with a minimum parcel-level accuracy.

The well verification exercise was ongoing at the time the Grand Jury was conducting their investigation and concluded only recently. County staff estimate the current number of wells as shown in the table below. It is important to recognize the number of wells does not correlate to the amount of water being pumped from the aquifer. The amount of water being pumped correlates to the land uses on the parcel (e.g., vineyard, dwelling, winery, etc.).

		Grand Total	Total	
Well Type	Well Use + Cat.		GSA	Non-GSA
Water Supply	Domestic - Domestic	4,978	1,601	3,377
	Irrigation - Ag + Landscape	2,573	1,131	1,442
	Public (Locally Regulated)*	184	81	103
	Other - Combined	339	128	211
	TOTAL, Water Supply	8,075	2,942	5,133
Monitoring		691	505	186
Other or Unknown		879	435	444
TOTAL WELLS		9,645	3,882	5,763
*These wells are GPS'd and tracked by PBES Environmental Health staff				

Most of the wells' locations have been verified with parcel-level accuracy and are stored in the County's GIS. During inspections of new public supply wells and destructions of existing public wells, staff use GPS to locate the well in the field and upload the data to the GIS system. Additionally, during well permit review, the well locations identified on permit submittal materials are shared with GIS staff for use to check the work in the GIS system and update as needed.

It should be noted that while the estimate of the number of wells presented here is believed to be accurate within the practical limits of time and staff resources, the exact number can never be absolutely ascertained. County staff will, on an ongoing basis, review any new or newly obtained records and revise the well count accordingly.

As to the question of well capacity, well drillers often estimate the flow of water following well installation and during or at the conclusion of well development. Sometimes this information is recorded on the Well Completion Report. However, these estimates are found to be generally unreliable and do not represent the ongoing, reliable groundwater flow that can be produced from the well after installation is complete. Moreover, these estimates (absent other information and analyses) would not provide useful information as to the health of the underlying aquifer even if they were accurate and consistently reported.

Additionally, a well yield test is required prior to the issuance of a building permit for a new dwelling or replacement dwelling. The water supply must provide a minimum yield prior to issuance of a permit to build a new dwelling (Napa County Code 13.04.040). A yield test must be conducted for a new small public water system prior to approval of a permit in accordance with California Code of Regulations, Chapter 16, Waterworks Standards, Section 64451. These yield tests are made available to the County when required to satisfy building permit requirements. These tests provide an indication of the amount of groundwater that can be reliably pumped from a well at a given location to meet the water demand for the intended use. This test is not an indication of the status of the regional groundwater system.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 2. Despite the 2022-2023 storms, drought is still a concern in Napa County.

Response of the Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We strongly agree with the finding. As presented in [Agenda Item 11A](#) to the Board of Supervisors on May 30, 2023, the Governor issued a Proclamation of a State of Emergency declaring drought in several counties, including Napa on May 10, 2021. On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Since October 1, 2022, Napa has received nearly 32 inches of rain, which exceeds the normal Napa Valley annual rainfall for the water year and has prompted community members to ask if the region is still in a drought and whether an emergency is still needed. While drought conditions have ended and the Board terminated the State of Local Emergency on May 30, 2023, ongoing groundwater management efforts are required in the Subbasin and necessary countywide.

The Governor's office continues to emphasize that "while recent storms have helped ease drought impacts, regions and communities across the state continue to experience water supply shortages, especially communities that rely on groundwater supplies that have been severely depleted in recent years." The Governor's office also stated that "next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life" (Executive Order N-5-23). On March 28, 2023, a presentation to the Napa County GSA on the Water Year 2022 Annual Report concluded with the recommendation --whether it's drought or deluge -- that "conservation be a Napa way of life."

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 3. Napa County does not have an umbrella water agency to coordinate, oversee, and set policy for its 14 public and 20 private water districts.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We agree with the finding that the County does not have an umbrella water agency. The idea was preliminarily considered in the Napa Countywide Water and Wastewater Municipal Service Review issued by the Local Agency Formation Commission (LAFCO) in 2020. Examination of the pros, cons, level of effort and funding required to effectuate such an outcome will require further analysis. The creation of any such umbrella water agency would require approval by the 34 separate public and private entities, their customers, and the LAFCO.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 4. Groundwater over pumping can lead to land subsidence, saltwater intrusion, decreased water quality, and depletion of aquifers.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We agree with this finding. The goal of the GSP is to achieve sustainability by ensuring that there are no Undesirable Results in the Napa Valley Subbasin by 2042. To accomplish the sustainability goal, the GSP includes six Sustainability Indicators for the purpose of avoiding significant and unreasonable effects on groundwater conditions throughout the Subbasin, including:

1. Chronic groundwater level decline;
- 2. Reduction in groundwater storage;**
- 3. Depletion of interconnected surface water;**
4. Land subsidence;
5. Degraded water quality; and
6. Seawater intrusion

Sustainable Management Criteria (quantitative metrics) are defined for each Sustainability Indicator, including the Measurable Objective, Minimum Threshold, and Undesirable Result. The Minimum Threshold defines when the indicators are declining to a point where the GSA should evaluate the conditions and determine the necessary responses needed to maintain or achieve sustainability, including implementing Projects and Management Actions (PMAs) to avoid Undesirable Results. An Undesirable Result indicates conditions that need to be avoided to protect the long-term health of groundwater in the Subbasin (including interconnections with surface water) and achieve sustainability.

In Water Year (WY) 2022, Minimum Thresholds were exceeded, at least in part, for five of the six indicators (all except seawater intrusion) and Undesirable Results were brought about for the two indicators shown above in bold print: reduction in groundwater storage and depletion of interconnected surface water. There were substantial groundwater level declines in more than 20% of the Subbasin representative monitoring site wells. Two monitoring wells at stream monitoring sites indicated consecutive fall occurrences in effects on the level of interconnected surface water at those locations. Groundwater declines in monitoring wells indicate the potential for subsidence, although InSAR (Interferometric Synthetic Aperture Radar) land surface displacement data indicate that the Minimum Threshold of 0.2 feet of subsidence has not occurred.

Although overall groundwater pumping in the Subbasin decreased compared with WY 2021, pumping in WY 2022 was still significant enough to result in an Undesirable Result for the Sustainability Indicator for reduction in groundwater storage. The 7-year average of annual groundwater extraction exceeded the estimated sustainable yield of 15,000 acre-feet/year for the Napa Valley Subbasin. In WY 2022, groundwater storage increased across most of the basin by 11,910 acre-feet. This contributed to some groundwater replenishment; however, the Subbasin was still significantly affected by persistent drought conditions during WYs 2020, 2021, and 2022; groundwater levels exceeded Minimum Thresholds, and Undesirable Results occurred for two

Sustainability Indicators. The large amount of precipitation in the first five months of WY 2023 is likely to result in significantly more groundwater replenishment in WY 2023 compared to WY 2022.

WY 2022 saw a continuation of drought conditions throughout Napa County and the Napa Valley Subbasin. WY 2020 and 2021 registered as the driest consecutive years since at least the 1890s, as measured by the precipitation gauge at the State Hospital in the City of Napa. Despite the early rains in October and December 2021, minimal precipitation occurred in later months in WY 2022. The precipitation total in WY 2022 was 21.24 inches and registered as a normal (below average) year.

Total water use (surface water, groundwater, and recycled water) in the Napa Valley Subbasin in WY 2022 is estimated to have been approximately 40,302 acre feet (approximately 4,000 acre-feet less than WY 2021), including uses by agriculture, cities, small public water systems, individual well users, Groundwater Dependent Ecosystems (GDEs), and other native vegetation. This is within the range of total annual water use documented since 1988, which has varied between approximately 38,000 and 47,000 acre-feet per year.

Groundwater extraction by wells totaled approximately 18,790 acre-feet in WY 2022, representing 47% of total water use. The highest level of pumping was in WY 2021 (22,840 acre-feet) and the second highest year of groundwater pumping was in WY 2020, when 19,610 acre-feet of groundwater was used. For the third consecutive year, groundwater pumping exceeded the estimated sustainable Subbasin yield of 15,000 acre-feet per year. With reduced rain, especially in Spring 2022, landowners appeared to increase their use of groundwater compared to years prior to 2020. Direct uptake of groundwater by GDEs and native vegetation accounted for another 16% (approximately 6,000 acre-feet) of total water use.

As described in the GSP, once Minimum Thresholds and/or Undesirable Results have been exceeded, the Napa County GSA should assess the causal factors resulting in the exceedance(s), including the extent to which the drought has contributed to these conditions. This analysis is critical to ensure careful consideration of potentially changed groundwater conditions and inform steps to implement Projects and Management Actions (PMAs). GSP Section 11 describes PMAs; this section also describes an adaptive management process. Ongoing data analysis to assess the status of each Sustainability Indicator is key to determining whether conditions are changing, and actions are warranted to curtail a trend in conditions such that they do not become significant and unreasonable and ultimately an Undesirable Result. It is useful to establish “early warning” metrics, which can be a specified, pre-defined trigger or an analysis approach to quantify a declining status or trend. This approach is designed to initiate a PMA well before the occurrence of an Undesirable Result. GSP Table 11-3 summarizes the criteria for the six Sustainability Indicators that trigger prompt analysis of basin conditions and possible implementation of PMAs to address the potential or actual exceedance of Minimum Thresholds or to mitigate Undesirable Results that have already occurred or are imminent. For WY 2022, Minimum Threshold exceedances, Undesirable Results, and response actions are summarized in Annual Report Table ES-6.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 5. Education of vineyard and winery owners, vineyard managers, farmworkers, wine production employees, landscapers, and residential users, is critical for improved groundwater management.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We strongly agree with this finding. Education and outreach to the stakeholder community has been a priority for many years and efforts are underway to broaden and strengthen our engagement with the community. For example, the Communication and Engagement Plan (CEP, November 2020) prepared during GSP development is currently being updated and will include findings obtained through approximately 10-15 stakeholder interviews conducted by Stantec (under a facilitation support services agreement between DWR and the County) with a myriad of different stakeholder groups during the months of July and August 2023. The County maintains an email listserv of approximately 500 individuals who receive periodic emails about meetings of the GSA and TAG as well as water-related news and information. The County also convened a Drought and Water Shortage Task Force in 2021 in response to Senate Bill (SB) 552 and is developing a mitigation plan (“Drought Response Plan”) to address measures to assist owners of domestic wells in the event those wells go dry as a result of declining water levels.

In addition, the County is developing two (2) workplans whose intended audience is vineyard and winery owners, vineyard managers, farmworkers, vineyard and winery industry associations, the Farm Bureau, and owners of individual domestic wells. These workplans include: 1) Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries and Other Sectors, and 2) Groundwater Pumping Reduction Workplan. Representatives of industry associations, the Farm Bureau and the public regularly participate in GSA and TAG meetings and County staff and consultants have participated in educational seminars conducted by Napa Valley Grape growers and Napa Green, fostering multi-directional communication and study.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 6. Government, wine industry, and environmental groups do not consistently collaborate on groundwater management issues.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We disagree with this finding. As described in response to Finding 5, communication among these groups has been an ongoing theme and regular occurrence for many years. The County’s goal, as stated in the GSP, is to bring the Napa Valley Subbasin into a condition of “sustainability” as soon as possible and by 2042 at the latest (to be SGMA-compliant). We believe this is a goal shared by our partners in local environmental groups and the wine/vineyard industry who have regularly expressed their commitment to responsibly stewarding the land and water resources. GSP implementation has involved coordination and collaboration in many different forms; we have provided some examples below. As described in Finding 5, efforts are underway to increase communication and engagement, including productive collaboration, as described below:

- Outreach to vineyard and winery organizations seeking their input during the development of the outline for the Napa County Water Conservation Workplan;
- Meetings with the Napa County Farm Bureau, Winegrowers of Napa County, and others regarding GSP implementation activities and to address questions and receive input;
- Provided draft outline for Interconnected Surface Water and GDEs Workplan to California Department of Fish and Wildlife (CDFW) and NOAA to receive input on Workplan content;
- Collaboration with other Napa County governmental entities on the Drought Contingency Plan and response to SB 552, including assembling the Drought and Water Shortage Task Force;
- Coordination with Napa County Resource Conservation District (Napa County RCD) on development of a brochure that is being distributed to growers to encourage their participation in and volunteered contribution of land-based remote sensing data to help refine Subbasin water use estimates;
- Meetings with Sonoma Water to share concepts and information related to assessment of surface water and groundwater interconnectivity and refinement of Sustainable Management Criteria;
- Participation in a regional assemblage of Subbasins in Sonoma County, Lake County, Ukiah, Mendocino, Solano, and Yolo County areas to share concepts, ideas, information, and potential outreach strategies related to SGMA and GSP implementation;
- Coordination with other entities on grant funding pursuits, including GSP implementation, entities included but were not limited to Napa County RCD, University of California at Berkeley, University of California at Davis; letters of support requested and received from Senator Bill Dodd, CDFW, and NOAA;
- Coordination and initial meetings with researchers and others involved in the OpenET platform to examine approaches for refining water use estimates;
- Coordination with DWR regarding the establishment of a new CIMIS station in Napa County, including conversations with entities where the station might be sited; and
- Outreach to and collaboration with numerous entities including City of St. Helena, Town of Yountville and the Napa County Farm Labor Centers about participation in the GSP monitoring program, especially groundwater quality monitoring;
- Meeting with Sierra Club members during GSP development regarding Groundwater Dependent Ecosystems (GDEs)
- Meeting with to tribal representatives of the Yocha Dehe Wintun Nation regarding GSP development
- Meeting with ICARE (Institute for Conservation Advocacy Research and Education) and DWR regarding Airborne Electromagnetic Surveys (AEM)
- Meeting with SF Water Board, NOAA, CDFW and and ICARE representatives regarding low flows in Napa River during drought

County staff firmly believe that collaboration among these groups is critical to our success and will endeavor to foster a collaborative spirit in all matters related to groundwater management.

The Board of Supervisors agrees with the of Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 7. The County permitting process is inconsistent, inefficient, and confusing to applicants seeking groundwater well permits.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We disagree with this finding. Prior to March 2022, the County's permitting process was streamlined and efficient. Permits were issued in a timely fashion and the public was very familiar with County procedures. With the promulgation of the Governor's Executive Order (EO) N-7-22 in March 2022, as well as recent court decisions, the permitting procedures of every county in the State had to be re-considered, and in some cases (such as Napa County), completely re-designed. In consultation with legal counsel and in recognition of the multiple priorities of the EO, alignment and consistency with GSP requirements, CEQA, public trust and intensifying drought, the County developed and adopted interim procedures for reviewing and issuing well permits in June 2022. Although the Governor, through a subsequent EO N-5-23, rolled back some of the drought emergency provisions in late March 2023, due to current water conditions, the Governor's Emergency Order remains in place and the remaining criteria for the County's action remain. The reduced water use criterion currently in effect (0.3 acre feet per acre for new wells in the Subbasin) may be adjusted up or down in the future, as the County's Groundwater Ordinance and updates to the WAA are considered, the three groundwater management workplans underway are completed, and pending information from ongoing monitoring and analysis of the sustainable management criteria becomes available. The new procedures significantly increased the level of technical review and expertise required, both on the part of the applicant and staff, which likely resulted in some inconsistencies and confusion as staff and well drillers adapted to the new requirements. As with any new requirement or procedure, there can be a temporary lack of human and financial resources necessary to assimilate the range of legal considerations, establish performance metrics, and conduct outreach and trainings, etc. The new well permitting process has been functioning and running well, but this may not have been the case at the time the Grand Jury's investigation was conducted.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 8. The GSA has only just begun to address groundwater issues via the GSP. However, most public and private groups and agencies feel the plan needs to be implemented as soon as possible.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We strongly agree with the finding that the GSP needs to be implemented as soon as possible. We disagree with any characterization that GSP implementation has not already begun. In fact, County staff contend implementation began immediately upon GSP adoption in January 2022.

An early and significant GSP implementation action occurred in June 2022. During the June 7, 2022, Board of Supervisors meeting, the Director of PBES explained that while the Governor's EO N-7-22 (issued on March 28, 2022) catalyzed the need for changes to the County's well permitting procedures, the EO was by no means the only factor contributing to that need. Other factors included: recent court decisions including public trust considerations, the County's own drought emergency and significantly, the GSP itself. The Director noted that PBES needs to be "very nimble and very responsive as conditions

change both for the environment and the regulatory area” and recommended that the County revise its well permitting procedures along with a concomitant change to the water use criterion from 1 acre-feet /acre to 0.3 acre-feet /acre.

On June 7, 2022, the Board of Supervisors unanimously accepted the Director’s recommendation to revise groundwater well permitting procedures, including the reduced water use criterion and reinforced considerations of mutual well interference and interconnected surface water and groundwater, where the latter considerations were already included in the 2015 Water Availability Analysis (WAA).

The new water use criterion of 0.3 acre-feet /acre for land inside the Subbasin was derived by dividing the estimated sustainable yield of 15,000 AFY by the total Subbasin area of 45,900 acres. The determination of sustainable yield was made during GSP development. In short, the Governor’s EO was a catalyst for procedural revisions necessary to satisfy multiple needs and requirements. These procedural changes were made while revisions to the County’s Groundwater Ordinance and the WAA can be made to incorporate those factors. As of January 2023, Napa County PBES requires new and replacement well permit applications throughout the County to meet new regulatory requirements. The process of updating the WAA and ordinances has begun as of July 2022.

Additional examples of GSP implementation actions are below and can also be found in Finding 6.

The follow GSP implementation activities have been completed:

- ✓ GSP PMA Project #1 - Stormwater Resource Plan (May 2023) has been completed.
- ✓ The Technical Advisory Group (TAG) was formed and appointed – Eleven (11) meetings have been held since the first meeting in August 2022 and will continue.
- ✓ Four dual-completion groundwater monitoring wells were installed in Spring 2023 (equaling 8 new wells in total) for the purpose of enhancing understanding of interconnected surface water and groundwater at four sites around the Napa Valley Subbasin (i.e., Bale Lane, Rutherford Road, Petra Drive and Jefferson Street).
- ✓ Three or more potential (additional) monitoring sites are being evaluated for the purpose of installing more wells to advance understanding of groundwater-surface water interactions.
- ✓ Ongoing twice yearly (October and April) monitoring of approximately 115 public and private wells and dedicated monitoring wells in the County’s monitoring network (some monitoring wells are monitored monthly, and 18 dedicated monitoring wells are (or will soon be for the new wells) monitored continuously (two-hour interval)).

GSP implementation activities underway include efforts related to the following Projects and Management Actions (PMAs):

1. GSP PMA/Project #1 Managed Aquifer Recharge, through development of the Stormwater Resource Plan and assessment of Subbasin areas that have physical characteristics suitable for potential recharge. Additional evaluation of potential recharge areas will involve consideration of other factors.
2. GSP PMA/Project #2 Expansion of Recycled Water Use.

3. GSP PMA/Management Action #1, the Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries and Other Sectors, is under development with numerous public meetings to receive input from the TAG and stakeholders.
4. GSP PMA/Management Action #2, the Groundwater Pumping Reduction Workplan is under development with numerous public meetings to receive input from the TAG and stakeholders.
5. Interconnected Surface Water and Groundwater Dependent Ecosystems (GDEs) Workplan is under development with numerous public meetings to receive input from the TAG and stakeholders.
6. GSP PMA/Management Action #3, revisions to the County's Groundwater Ordinance and 2015 Water Availability Analysis. Modifications to the WAA process and water use allocations were initiated in July 2022 in response to EO N-7-22. Further modifications and revisions to the Groundwater Ordinance are in development.
7. Public outreach and community engagement.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendations:

Recommendation 1. By December 31, 2023, the Board of Supervisors will fill current gaps in groundwater usage data by expanding groundwater monitoring in key locations and initiate and enforce procedures to enhance data collection from agricultural and residential users.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. Four dual-completion monitoring wells were installed in the Spring of 2023, but opportunities for expansion will be an ongoing effort (see discussion in Background and also Finding 8). Groundwater level monitoring does not by itself provide accurate information on groundwater usage. As noted in Finding 6, many efforts are underway to develop refined information on groundwater use. The recommendation to initiate and enforce procedures to enhance data collection from groundwater users has been initiated but will take significant time to fully implement. Staff will continue to apprise the public about the progress of this recommendation.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 2. By June 30, 2024, the Board of Supervisors in conjunction with all 14 public and 20 private water districts consider creating a single County-wide agency to oversee groundwater management.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation requires further analysis. The County cannot unilaterally require that other local governments and private districts consider an action, much less within the specified timeframe. As several of the entities rely on water from the North Bay Aqueduct, it also

involves state agencies. This is a very complex issue that affects the majority of all water users within Napa County. Examination of the pros, cons, level of effort and funding required to effectuate such an outcome will require further analysis.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 3. By December 31, 2023, the Board of Supervisors will create and implement a plan to increase awareness of groundwater preservation strategies through the education of winery and vineyard owners and managers, farmworkers, landscapers, and residential users.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. As described in the response to Finding 6, the GSA has undertaken numerous efforts to increase public education, outreach, and awareness of water conservation. The GSA is also in the process of developing the Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries, and Other Sectors, as well as the Groundwater Pumping Reduction Workplan, to be completed by the end of 2023. See also Findings 5 and 8.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 4. By June 30, 2024, the Napa County Planning Department will enable more effective communication with applicants during the permitting process.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. In addition, opportunities for continued improvement exist and will continue to be explored. The applicants submitting well permits are licensed well drilling contractors as required by the California Well Standards and Napa County Code. During review of well permits over the last year, Environmental Health staff have communicated more closely with parcel owners than in previous years, but correspondence is primarily with the well drilling contractors submitting the application.

During the implementation of the changes triggered by the Governor's EO N-7-22 in March 2022 (and other factors noted in Finding 7) and then following the Board of Supervisor's acceptance of procedural changes in June 2022, conversations with the well drilling contractors working in Napa County occurred over the phone and during one-on-one meetings to discuss the overall requirements and project-specific requirements in particular. As new information was published, electronic mail was sent to well drilling contractors with handouts and information to help them understand the process.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 5. By June 30, 2024, the Napa PBES research and communicate to the GSA the number of new or upgraded wells, their output, and the number of storage tanks.

Response of Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been partially implemented. As described in response to Finding 1, PBES staff only just completed an exhaustive effort to confirm the existence of and map the locations of all wells in the County (to the extent historical state and county records were available) and created a GIS layer with the locations identified. County staff will, on an ongoing basis, review any new or newly obtained records and revise the well count accordingly. The recommendation to report the number of storage tanks is not warranted or reasonable for the reasons provided in response to Finding 1.

The Board of Supervisors agrees with the Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

NAPA COUNTY
~~RESPONES~~RESPONSES TO THE GRAND JURY REPORT ON
NAPA COUNTY GROUNDWATER MANAGEMENT

June 21, 2023

Introduction

The “Napa County Groundwater Management” Report of the 2022-2023 Napa County Grand Jury sets forth eight (8) findings and five (5) recommendations relating to the management of groundwater resources in Napa County. This Memorandum comprises the responses of the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services (PBES), the County Executive Officer and the Board of Supervisors.

We would also like to take this opportunity to acknowledge the work of this year’s Grand Jury. We appreciate the Grand Jury’s interest in and focus on groundwater management in Napa County. It is a highly complex topic, especially with the overarching goals of ensuring that water resources are managed to protect communities and the environment, ensuring water supply reliability, and preparing for future weather extremes in the face of climate change and uncertainty.

Background

Groundwater and surface water are highly important natural resources in Napa County. Together, the County and other municipalities, water districts, public water system operators, commercial and industrial operations, the agricultural community, and the public, are stewards of available water resources. Everyone living and working in Napa County has a stake in protecting the County’s groundwater resources, including groundwater supplies, groundwater quality, and associated watersheds.

For many decades, Napa County and its citizens have acted to conserve and preserve groundwater resources and protect beneficial uses and users throughout the county. In 1966, Napa County restricted development and land use conversion in Napa Valley, with similar restrictions added for remaining parts of the Napa River Watershed beginning in 1973. Groundwater management actions taken by Napa County since 1991 have also aligned land use permitting with best-available data consistent with the objectives of protecting natural resources throughout the County’s watersheds.

Since 2008, the County has implemented additional groundwater management actions to better understand groundwater conditions, conduct education and outreach, modify land use permitting, and develop other programs to assess and maintain groundwater sustainability. These efforts included the adoption of Goals and Policies in Napa County’s 2008 General Plan, commencing new studies of the County’s groundwater resources in 2009, and creation of a Groundwater Resources Advisory Committee (GRAC; 2011 to 2014) to spearhead management implementation and community outreach. In 2019, the County took the additional step of forming the Napa County Groundwater Sustainability Agency as provided for under the 2014 Sustainable Groundwater Management Act (SGMA). The next major milestone for groundwater management was the formation of the 25-member Groundwater Sustainability Plan Advisory Committee (GSPAC) in June 2020 who, over a period of 18 months, guided the development and adoption of the Napa Valley Subbasin Groundwater Sustainability Plan (GSP),

which was submitted to the California Department of Water Resources (DWR) on January 31, 2022, and approved on January 26, 2023.

As part of its overall land use and groundwater management actions, Napa County also recognizes that long-term, systematic monitoring programs are essential to provide data and the scientific analyses that allow for improved evaluation of water resources conditions and to facilitate effective water resources planning and management. Napa County has been monitoring groundwater conditions since the 1960s. The GRAC provided input on the development of the Napa County Groundwater Monitoring Plan 2013 (Plan) which was prepared to formalize and augment countywide groundwater monitoring efforts (LSCE, 2013a). The Plan recommended annual reports on groundwater conditions and modifications to the countywide groundwater monitoring program as needed. To date, nine Annual Reports have been prepared (LSCE, 2015, 2016a, 2017a, 2018b, 2019, 2020, 2021, 2022, 2023).

Since 2014, the County has been expanding the groundwater monitoring network and will continue to augment the network based on GSP implementation efforts. Today, the County's groundwater monitoring network includes 114 current active wells, including 8 new monitoring wells installed between January and April 2023, with support from DWR Proposition 68 grant funding. Approximately 70% of these wells are private wells and 30% public or County-owned wells. Additional monitoring sites are currently being examined, and monitoring wells are planned to be constructed in late summer/fall 2023 at three additional sites (i.e., for a total of six monitoring wells) for purposes of advancing understanding of groundwater and surface water interactions.

DWR has identified the major groundwater basins and subbasins in and around Napa County (DWR, 2016). The basins include the Napa-Sonoma Valley (which includes the Napa Valley and Napa-Sonoma Lowlands Subbasins), Berryessa Valley, Pope Valley, and a small part of the Suisun-Fairfield Valley Groundwater Basins.

With the California Legislature's passage of SGMA, groundwater management requirements are applied to all groundwater basins or subbasins that DWR designates as medium or high priority. Previously under the California Statewide Groundwater Elevation Monitoring Program (CASGEM), DWR classified California's groundwater basins and subbasins as either high, medium, low, or very low priority. The CASGEM priority classifications were made based on eight criteria that include the overlying population, the reliance on groundwater, and the number of wells in a basin or subbasin.

In 2018, DWR began a statewide process to revise the SGMA priority designations that it assigns to groundwater basins. Through that process, DWR changed the designation for the Napa Valley Subbasin from medium priority to high priority. The increase in priority designation for the Napa Valley Subbasin in 2018 was due primarily to revised projections of future population for the Subbasin, an increased assessment of the total number of wells in the Subbasin, and a revised approach to evaluating water quality in the Subbasin compared to the previous prioritization analysis performed in 2014. The change from medium priority to high priority did not affect requirements for the Napa Valley Subbasin under SGMA. The changed priority designation is also not a determination by DWR that the Subbasin has groundwater conditions of concern. For most basins designated by DWR as medium priority or high priority, SGMA requires the formation of groundwater sustainability agencies (GSA) and the adoption of a GSP or development of an alternative to a GSP, provided that the local entity (entities) can meet certain requirements. An alternative to a GSP may include "An analysis of basin conditions that demonstrates that the basin has operated within its sustainable yield over a period of at least 10 years" (Water Code Section 10733.6(b)(3)). In response to SGMA, Napa County prepared a Basin Analysis

Report for the Napa Valley, which was submitted to DWR on December 16, 2016. On July 17, 2019, DWR released a tentative determination to not approve the Basin Analysis Report. On November 13, 2019, DWR issued a final determination consistent with the draft determination.

Although the Basin Analysis Report was not approved, DWR's Staff Report to Napa County stated that DWR "did not consider and does not conclude that the Napa Valley Subbasin is, or has been, managed unsustainably" (DWR, 2019). Rather, DWR's decision focused on DWR's interpretation that the County had not implemented SGMA-equivalent metrics to define sustainable groundwater management prior to the passage of SGMA in 2014. DWR found the County to be "proactively managing groundwater" and noted that the Alternative submittal positioned the County for successful development of a GSP for the Napa Valley Subbasin (DWR, 2019).

Following DWR's decision to not approve the Basin Analysis Report, the Napa County Board of Supervisors acted on December 17, 2019, to become a GSA for the Napa Valley Subbasin and declare their intent to develop a GSP for the Subbasin by January 31, 2022.

In December 2019, DWR released another round of SGMA basin prioritizations, which maintained the very low priority designation for the Napa-Sonoma Lowlands Subbasin. The Lowlands Subbasin occurs along the lower Napa River, including the Carneros Subarea and American Canyon, and includes areas within Solano County. An earlier draft of the reprioritization released in 2018 had shown the Lowlands Subbasin designation increasing from very low priority to medium priority.

All other basins and subbasins located in Napa County continue to be designated as very low or low priority according to DWR's revised 2018 and 2019 designations. None of the basins and subbasins designated as very low or low priority are subject to additional requirements under SGMA, such as the development of a GSP.

Historically, County actions have included setting objective criteria to avoid adverse effects on groundwater resources. Through the development and implementation of the Napa Valley Subbasin GSP, quantifiable and sustainable management criteria were developed through a robust stakeholder process to further avoid undesirable results such as chronic lowering of groundwater levels, reduction in groundwater storage, water quality degradation, land subsidence, increased surface water flow reductions, and other adverse environmental impacts. Since 2009, Napa County has made significant progress towards executing groundwater-related studies and implementing recommendations provided by those studies to improve local understanding of groundwater conditions and ensure resource sustainability. Following adoption of the GSP, the Napa County GSA approved actions to immediately begin implementation before the GSP was submitted to DWR on January 31, 2022. The GSP was approved by DWR on January 26, 2023, and the County and the GSA are committed to sustainably managing groundwater resources by implementing an adaptive management approach supported by the best available information. New data and information are shared with the Napa County Technical Advisory Group (TAG), which had its first meeting in August 2022. The TAG receives briefings and ongoing updates and new information from County staff and technical consultants. The TAG considers how current information informs continued GSP implementation, and the TAG's role is to provide guidance on response actions as needed to ensure sustainability. The GSP implementation efforts support the overall requirement to achieve the sustainability goal.

Findings:

Finding 1. Napa County officials do not know the number, location, or capacity of groundwater wells and storage tanks in the County.

Response of the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We disagree wholly with the finding about number, location, and capacity of wells. We disagree partially with the finding about number, location, and capacity of groundwater tanks. Groundwater storage tanks 5,000 gallons or larger are required to be installed under a permit obtained from the Building Division. However, due to complexities of the permit tracking system, the number and location of tanks cannot be estimated with a reasonable degree of certainty. However, the number of such tanks is not indicative of the relative abundance or scarcity of groundwater in the Napa Valley Subbasin, and no conclusions or inferences about the health of the Subbasin should be drawn from any knowledge, be it anecdotal or evidentiary, of the existence of such tanks. Moreover, in some ways tanks can be beneficial in that they allow water to be stored and dispensed as needed instead of continuously pumping during peak usage periods, typically morning and evening for most households. Storage tanks also provide water in case of an emergency, pump failure, power outage, or when maintenance of the well or pump is necessary.

With respect to the number and location of wells, the County has permitted well construction including new, replacement, and the destruction of wells since late 1970 (under Ordinance 335). It is unknown exactly how many wells may have been installed prior to this date; however, in 2022 GIS staff from PBES (including the GIS Coordinator and two GIS technicians) embarked on a rigorous, 500+ hour exercise to verify the existence of all wells for which records exist, either within PBES or DWR. Staff reviewed over 10,000 well locations provided by the publicly available DWR *Well Completion Reports* online GIS layer. Many of the wells from the DWR layer were not located accurately. Where feasible, staff reconciled well locations by situs address and/or assessor's parcel number. The remaining wells lacking accurate site information were located by other means: 1) finding locations based on hand-drawn sketches in the well completion report, 2) matching well ID numbers to department-issued permits, or 3) utilizing visual matching means using engineering drawings or aerial photos as reference. As a result, GIS staff estimates that over 90% of these wells have been located with a minimum parcel-level accuracy.

The well verification exercise was ongoing at the time the Grand Jury was conducting their investigation and concluded only recently. County staff estimate the current number of wells as shown in the table below. It is important to recognize the number of wells does not correlate to the amount of water being pumped from the aquifer. The amount of water being pumped correlates to the land uses on the parcel (e.g., vineyard, dwelling, winery, etc.).

		Grand Total	Total	
Well Type	Well Use + Cat.		GSA	Non-GSA
Water Supply	Domestic - Domestic	4,978	1,601	3,377
	Irrigation - Ag + Landscape	2,573	1,131	1,442
	Public (Locally Regulated)*	184	81	103
	Other - Combined	339	128	211
	TOTAL, Water Supply	8,075	2,942	5,133
Monitoring		691	505	186
Other or Unknown		879	435	444
TOTAL WELLS		9,645	3,882	5,763
*These wells are GPS'd and tracked by PBES Environmental Health staff				

Most of the wells' locations have been verified with parcel-level accuracy and are stored in the County's GIS. During inspections of new public supply wells and destructions of existing public wells, staff use GPS to locate the well in the field and upload the data to the GIS system. Additionally, during well permit review, the well locations identified on permit submittal materials are shared with GIS staff for use to check the work in the GIS system and update as needed.

It should be noted that while the estimate of the number of wells presented here is believed to be accurate within the practical limits of time and staff resources, the exact number can never be absolutely ascertained. County staff will, on an ongoing basis, review any new or newly obtained records and revise the well count accordingly.

As to the question of well capacity, well drillers often estimate the flow of water following well installation and during or at the conclusion of well development. Sometimes this information is recorded on the Well Completion Report. However, these estimates are found to be generally unreliable and do not represent the ongoing, reliable groundwater flow that can be produced from the well after installation is complete. Moreover, these estimates (absent other information and analyses) would not provide useful information as to the health of the underlying aquifer even if they were accurate and consistently reported.

Additionally, a well yield test is required prior to the issuance of a building permit for a new dwelling or replacement dwelling. The water supply must provide a minimum yield prior to issuance of a permit to build a new dwelling (Napa County Code 13.04.040). A yield test must be conducted for a new small public water system prior to approval of a permit in accordance with California Code of Regulations, Chapter 16, Waterworks Standards, Section 64451. These yield tests are made available to the County when required to satisfy building permit requirements. These tests provide an indication of the amount of groundwater that can be reliably pumped from a well at a given location to meet the water demand for the intended use. This test is not an indication of the status of the regional groundwater system.

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 2. Despite the 2022-2023 storms, drought is still a concern in Napa County.

Response of the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We strongly agree with the finding. As presented in [Agenda Item 11A](#) to the Board of Supervisors on May 30, 2023, the Governor issued a Proclamation of a State of Emergency declaring drought in several counties, including Napa on May 10, 2021. On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Since October 1, 2022, Napa has received nearly 32 inches of rain, which exceeds the normal Napa Valley annual rainfall for the water year and has prompted community members to ask if the region is still in a drought and whether an emergency is still needed. While drought conditions have ended and the Board terminated the State of Local Emergency on May 30, 2023, ongoing groundwater management efforts are required in the Subbasin and necessary countywide.

The Governor's office continues to emphasize that "while recent storms have helped ease drought impacts, regions and communities across the state continue to experience water supply shortages, especially communities that rely on groundwater supplies that have been severely depleted in recent years." The Governor's office also stated that "next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life" (Executive Order N-5-23). On March 28, 2023, a presentation to the Napa County GSA on the Water Year 2022 Annual Report concluded with the recommendation --whether it's drought or deluge -- that "conservation be a Napa way of life."

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 3. Napa County does not have an umbrella water agency to coordinate, oversee, and set policy for its 14 public and 20 private water districts.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We agree with the finding that the County does not have an umbrella water agency. The idea was preliminarily considered in the Napa Countywide Water and Wastewater Municipal Service Review issued by the Local Agency Formation Commission (LAFCO) in 2020. Examination of the pros, cons, level of effort and funding required to effectuate such an outcome will require further analysis. The creation of any such umbrella water agency would require approval by the 34 separate public and private entities, their customers, and the LAFCO.

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 4. Groundwater over pumping can lead to land subsidence, saltwater intrusion, decreased water quality, and depletion of aquifers.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We agree with this finding. The goal of the GSP is to achieve sustainability by ensuring that there are no Undesirable Results in the Napa Valley Subbasin by 2042. To accomplish the sustainability goal, the GSP includes six Sustainability Indicators for the purpose of avoiding significant and unreasonable effects on groundwater conditions throughout the Subbasin, including:

1. Chronic groundwater level decline;
- 2. Reduction in groundwater storage;**
- 3. Depletion of interconnected surface water;**
4. Land subsidence;
5. Degraded water quality; and
6. Seawater intrusion

Sustainable Management Criteria (quantitative metrics) are defined for each Sustainability Indicator, including the Measurable Objective, Minimum Threshold, and Undesirable Result. The Minimum Threshold defines when the indicators are declining to a point where the GSA should evaluate the conditions and determine the necessary responses needed to maintain or achieve sustainability, including implementing Projects and Management Actions (PMAs) to avoid Undesirable Results. An Undesirable Result indicates conditions that need to be avoided to protect the long-term health of groundwater in the Subbasin (including interconnections with surface water) and achieve sustainability.

In Water Year (WY) 2022, Minimum Thresholds were exceeded, at least in part, for five of the six indicators (all except seawater intrusion) and Undesirable Results were brought about for the two indicators shown above in bold print: reduction in groundwater storage and depletion of interconnected surface water. There were substantial groundwater level declines in more than 20% of the Subbasin representative monitoring site wells. Two monitoring wells at stream monitoring sites indicated consecutive fall occurrences in effects on the level of interconnected surface water at those locations. Groundwater declines in monitoring wells indicate the potential for subsidence, although InSAR (Interferometric Synthetic Aperture Radar) land surface displacement data indicate that the Minimum Threshold of 0.2 feet of subsidence has not occurred.

Although overall groundwater pumping in the Subbasin decreased compared with WY 2021, pumping in WY 2022 was still significant enough to result in an Undesirable Result for the Sustainability Indicator for reduction in groundwater storage. The 7-year average of annual groundwater extraction exceeded the estimated sustainable yield of 15,000 acre-feet/year for the Napa Valley Subbasin. In WY 2022, groundwater storage increased across most of the basin by 11,910 acre-feet. This contributed to some groundwater replenishment; however, the Subbasin was still significantly affected by persistent drought conditions during WYs 2020, 2021, and 2022; groundwater levels exceeded Minimum Thresholds, and Undesirable Results occurred for two

Sustainability Indicators. The large amount of precipitation in the first five months of WY 2023 is likely to result in significantly more groundwater replenishment in WY 2023 compared to WY 2022.

WY 2022 saw a continuation of drought conditions throughout Napa County and the Napa Valley Subbasin. WY 2020 and 2021 registered as the driest consecutive years since at least the 1890s, as measured by the precipitation gauge at the State Hospital in the City of Napa. Despite the early rains in October and December 2021, minimal precipitation occurred in later months in WY 2022. The precipitation total in WY 2022 was 21.24 inches and registered as a normal (below average) year.

Total water use (surface water, groundwater, and recycled water) in the Napa Valley Subbasin in WY 2022 is estimated to have been approximately 40,302 acre feet (approximately 4,000 acre-feet less than WY 2021), including uses by agriculture, cities, small public water systems, individual well users, Groundwater Dependent Ecosystems (GDEs), and other native vegetation. This is within the range of total annual water use documented since 1988, which has varied between approximately 38,000 and 47,000 acre-feet per year.

Groundwater extraction by wells totaled approximately 18,790 acre-feet in WY 2022, representing 47% of total water use. The highest level of pumping was in WY 2021 (22,840 acre-feet) and the second highest year of groundwater pumping was in WY 2020, when 19,610 acre-feet of groundwater was used. For the third consecutive year, groundwater pumping exceeded the estimated sustainable Subbasin yield of 15,000 acre-feet per year. With reduced rain, especially in Spring 2022, landowners appeared to increase their use of groundwater compared to years prior to 2020. Direct uptake of groundwater by GDEs and native vegetation accounted for another 16% (approximately 6,000 acre-feet) of total water use.

As described in the GSP, once Minimum Thresholds and/or Undesirable Results have been exceeded, the Napa County GSA should assess the causal factors resulting in the exceedance(s), including the extent to which the drought has contributed to these conditions. This analysis is critical to ensure careful consideration of potentially changed groundwater conditions and inform steps to implement Projects and Management Actions (PMAs). GSP Section 11 describes PMAs; this section also describes an adaptive management process. Ongoing data analysis to assess the status of each Sustainability Indicator is key to determining whether conditions are changing, and actions are warranted to curtail a trend in conditions such that they do not become significant and unreasonable and ultimately an Undesirable Result. It is useful to establish “early warning” metrics, which can be a specified, pre-defined trigger or an analysis approach to quantify a declining status or trend. This approach is designed to initiate a PMA well before the occurrence of an Undesirable Result. GSP Table 11-3 summarizes the criteria for the six Sustainability Indicators that trigger prompt analysis of basin conditions and possible implementation of PMAs to address the potential or actual exceedance of Minimum Thresholds or to mitigate Undesirable Results that have already occurred or are imminent. For WY 2022, Minimum Threshold exceedances, Undesirable Results, and response actions are summarized in Annual Report Table ES-6.

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 5. Education of vineyard and winery owners, vineyard managers, farmworkers, wine production employees, landscapers, and residential users, is critical for improved groundwater management.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: We strongly agree with this finding. Education and outreach to the stakeholder community has been a priority for many years and efforts are underway to broaden and strengthen our engagement with the community. For example, the Communication and Engagement Plan (CEP, November 2020) prepared during GSP development is currently being updated and will include findings obtained through approximately 10-15 stakeholder interviews conducted by Stantec (under a facilitation support services agreement between DWR and the County) with a myriad of different stakeholder groups during the months of July and August 2023. The County maintains an email listserv of approximately 500 individuals who receive periodic emails about meetings of the GSA and TAG as well as water-related news and information. The County also convened a Drought and Water Shortage Task Force in 2021 in response to Senate Bill (SB) 552 and is developing a mitigation plan (“Drought Response Plan”) to address measures to assist owners of domestic wells in the event those wells go dry as a result of declining water levels.

In addition, the County is developing two (2) workplans whose intended audience is vineyard and winery owners, vineyard managers, farmworkers, vineyard and winery industry associations, the Farm Bureau, and owners of individual domestic wells. These workplans include: 1) Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries and Other Sectors, and 2) Groundwater Pumping Reduction Workplan. Representatives of industry associations, the Farm Bureau and the public regularly participate in GSA and TAG meetings and County staff and consultants have participated in educational seminars conducted by Napa Valley ~~Grapegrowers~~Grape growers and Napa Green, fostering multi-directional communication and study.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 6. Government, wine industry, and environmental groups do not consistently collaborate on groundwater management issues.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We disagree with this finding. As described in response to Finding 5, communication among these groups has been an ongoing theme and regular occurrence for many years. The County’s goal, as stated in the GSP, is to bring the Napa Valley Subbasin into a condition of “sustainability” as soon as possible and by 2042 at the latest (to be SGMA-compliant). We believe this is a goal shared by our partners in local environmental groups and the wine/vineyard industry who have regularly expressed their commitment to responsibly stewarding the land and water resources. GSP implementation has involved coordination and collaboration in many different forms; we have provided some examples below. As described in Finding 5, efforts are underway to increase communication and engagement, including productive collaboration, as described below:

- Outreach to vineyard and winery organizations seeking their input during the development of the outline for the Napa County Water Conservation Workplan;
- Meetings with the Napa County Farm Bureau, Winegrowers of Napa County, and others regarding GSP implementation activities and to address questions and receive input;
- Provided draft outline for Interconnected Surface Water and GDEs Workplan to California Department of Fish and Wildlife (CDFW) and NOAA to receive input on Workplan content;
- Collaboration with other Napa County governmental entities on the Drought Contingency Plan and response to SB 552, including assembling the Drought and Water Shortage Task Force;
- Coordination with Napa County Resource Conservation District (Napa County RCD) on development of a brochure that is being distributed to growers to encourage their participation in and volunteered contribution of land-based remote sensing data to help refine Subbasin water use estimates;
- Meetings with Sonoma Water to share concepts and information related to assessment of surface water and groundwater interconnectivity and refinement of Sustainable Management Criteria;
- Participation in a regional assemblage of Subbasins in Sonoma County, Lake County, Ukiah, Mendocino, Solano, and Yolo County areas to share concepts, ideas, information, and potential outreach strategies related to SGMA and GSP implementation;
- Coordination with other entities on grant funding pursuits, including GSP implementation, entities included but were not limited to Napa County RCD, University of California at Berkeley, University of California at Davis; letters of support requested and received from Senator Bill Dodd, CDFW, and NOAA;
- Coordination and initial meetings with researchers and others involved in the OpenET platform to examine approaches for refining water use estimates;
- Coordination with DWR regarding the establishment of a new CIMIS station in Napa County, including conversations with entities where the station might be sited; and
- Outreach to and collaboration with numerous entities including City of St. Helena, Town of Yountville and the Napa County Farm Labor Centers about participation in the GSP monitoring program, especially groundwater quality monitoring;
- Meeting with Sierra Club members during GSP development regarding Groundwater Dependent Ecosystems (GDEs)
- Meeting with to tribal representatives of the Yocha Dehe Wintun Nation regarding GSP development
- Meeting with ICARE (Institute for Conservation Advocacy Research and Education) and DWR regarding Airborne Electromagnetic Surveys (AEM)
- Meeting with SF Water Board, NOAA, CDFW and and ICARE representatives regarding low flows in Napa River during drought

County staff firmly believe that collaboration among these groups is critical to our success and will endeavor to foster a collaborative spirit in all matters related to groundwater management.

The Board of Supervisors agrees with the of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 7. The County permitting process is inconsistent, inefficient, and confusing to applicants seeking groundwater well permits.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We disagree with this finding. Prior to March 2022, the County's permitting process was streamlined and efficient. Permits were issued in a timely fashion and the public was very familiar with County procedures. With the promulgation of the Governor's Executive Order (EO) N-7-22 in March 2022, as well as recent court decisions, the permitting procedures of every county in the State had to be re-considered, and in some cases (such as Napa County), completely re-designed. In consultation with legal counsel and in recognition of the multiple priorities of the EO, alignment and consistency with GSP requirements, CEQA, public trust and intensifying drought, the County developed and adopted interim procedures for reviewing and issuing well permits in June 2022. Although the Governor, through a subsequent EO N-5-23, rolled back some of the drought emergency provisions in late March 2023, due to current water conditions, the Governor's Emergency Order remains in place and the remaining criteria for the County's action remain. The reduced water use criterion currently in effect (0.3 acre feet per acre for new wells in the Subbasin) may be adjusted up or down in the future, as the County's Groundwater Ordinance and updates to the WAA are considered, the three groundwater management workplans underway are completed, and pending information from ongoing monitoring and analysis of the sustainable management criteria becomes available. The new procedures significantly increased the level of technical review and expertise required, both on the part of the applicant and staff, which likely resulted in some inconsistencies and confusion as staff and well drillers adapted to the new requirements. As with any new requirement or procedure, there can be a temporary lack of human and financial resources necessary to assimilate the range of legal considerations, establish performance metrics, and conduct outreach and trainings, etc. The new well permitting process has been functioning and running well, but this may not have been the case at the time the Grand Jury's investigation was conducted.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Finding 8. The GSA has only just begun to address groundwater issues via the GSP. However, most public and private groups and agencies feel the plan needs to be implemented as soon as possible.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer. We strongly agree with the finding that the GSP needs to be implemented as soon as possible. We disagree with any characterization that GSP implementation has not already begun. In fact, County staff contend implementation began immediately upon GSP adoption in January 2022.

An early and significant GSP implementation action occurred in June 2022. During the June 7, 2022, Board of Supervisors meeting, the Director of PBES explained that while the Governor's EO N-7-22 (issued on March 28, 2022) catalyzed the need for changes to the County's well permitting procedures, the EO was by no means the only factor contributing to that need. Other factors included: recent court decisions including public trust considerations, the County's own drought emergency and significantly,

the GSP itself. The Director noted that PBES needs to be *“very nimble and very responsive as conditions change both for the environment and the regulatory area”* and recommended that the County revise its well permitting procedures along with a concomitant change to the water use criterion from 1 acre-feet /acre to 0.3 acre-feet /acre.

On June 7, 2022, the Board of Supervisors unanimously accepted the Director’s recommendation to revise groundwater well permitting procedures, including the reduced water use criterion and reinforced considerations of mutual well interference and interconnected surface water and groundwater, where the latter considerations were already included in the 2015 Water Availability Analysis (WAA).

The new water use criterion of 0.3 acre-feet /acre for land inside the Subbasin was derived by dividing the estimated sustainable yield of 15,000 AFY by the total Subbasin area of 45,900 acres. The determination of sustainable yield was made during GSP development. In short, the Governor’s EO was a catalyst for procedural revisions necessary to satisfy multiple needs and requirements. These procedural changes were made while revisions to the County’s Groundwater Ordinance and the WAA can be made to incorporate those factors. As of January 2023, Napa County PBES requires new and replacement well permit applications throughout the County to meet new regulatory requirements. The process of updating the WAA and ordinances has begun as of July 2022.

Additional examples of GSP implementation actions are below and can also be found in Finding 6.

The follow GSP implementation activities have been completed:

- ✓ GSP PMA Project #1 - Stormwater Resource Plan (May 2023) has been completed.
- ✓ The Technical Advisory Group (TAG) was formed and appointed – Eleven (11) meetings have been held since the first meeting in August 2022 and will continue.
- ✓ Four dual-completion groundwater monitoring wells were installed in Spring 2023 (equaling 8 new wells in total) for the purpose of enhancing understanding of interconnected surface water and groundwater at four sites around the Napa Valley Subbasin (i.e., Bale Lane, Rutherford Road, Petra Drive and Jefferson Street).
- ✓ Three or more potential (additional) monitoring sites are being evaluated for the purpose of installing more wells to advance understanding of groundwater-surface water interactions.
- ✓ Ongoing twice yearly (October and April) monitoring of approximately 115 public and private wells and dedicated monitoring wells in the County’s monitoring network (some monitoring wells are monitored monthly, and 18 dedicated monitoring wells are (or will soon be for the new wells) monitored continuously (two-hour interval)).

GSP implementation activities underway include efforts related to the following Projects and Management Actions (PMAs):

1. GSP PMA/Project #1 Managed Aquifer Recharge, through development of the Stormwater Resource Plan and assessment of Subbasin areas that have physical characteristics suitable for potential recharge. Additional evaluation of potential recharge areas will involve consideration of other factors.

2. GSP PMA/Project #2 Expansion of Recycled Water Use.
3. GSP PMA/Management Action #1, the Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries and Other Sectors, is under development with numerous public meetings to receive input from the TAG and stakeholders.
4. GSP PMA/Management Action #2, the Groundwater Pumping Reduction Workplan is under development with numerous public meetings to receive input from the TAG and stakeholders.
5. Interconnected Surface Water and Groundwater Dependent Ecosystems (GDEs) Workplan is under development with numerous public meetings to receive input from the TAG and stakeholders.
6. GSP PMA/Management Action #3, revisions to the County's Groundwater Ordinance and 2015 Water Availability Analysis. Modifications to the WAA process and water use allocations were initiated in July 2022 in response to EO N-7-22. Further modifications and revisions to the Groundwater Ordinance are in development.
7. Public outreach and community engagement.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendations:

Recommendation 1. By December 31, 2023, the Board of Supervisors will fill current gaps in groundwater usage data by expanding groundwater monitoring in key locations and initiate and enforce procedures to enhance data collection from agricultural and residential users.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. Four dual-completion monitoring wells were installed in the Spring of 2023, but opportunities for expansion will be an ongoing effort (see discussion in Background and also Finding 8). Groundwater level monitoring does not by itself provide accurate information on groundwater usage. As noted in Finding 6, many efforts are underway to develop refined information on groundwater use. The recommendation to initiate and enforce procedures to enhance data collection from groundwater users has been initiated but will take significant time to fully implement. Staff will continue to apprise the public about the progress of this recommendation.

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 2. By June 30, 2024, the Board of Supervisors in conjunction with all 14 public and 20 private water districts consider creating a single County-wide agency to oversee groundwater management.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation requires further analysis. The County cannot unilaterally require that other local governments and private districts consider an action, much less

within the specified timeframe. As several of the entities rely on water from the North Bay Aqueduct, it also involves state agencies. This is a very complex issue that affects the majority of all water users within Napa County. Examination of the pros, cons, level of effort and funding required to effectuate such an outcome will require further analysis.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 3. By December 31, 2023, the Board of Supervisors will create and implement a plan to increase awareness of groundwater preservation strategies through the education of winery and vineyard owners and managers, farmworkers, landscapers, and residential users.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. As described in the response to Finding 6, the GSA has undertaken numerous efforts to increase public education, outreach, and awareness of water conservation. The GSA is also in the process of developing the Napa County Water Conservation Workplan: A Guide for Vineyards, Wineries, and Other Sectors, as well as the Groundwater Pumping Reduction Workplan, to be completed by the end of 2023. See also Findings 5 and 8.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 4. By June 30, 2024, the Napa County Planning Department will enable more effective communication with applicants during the permitting process.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been implemented. In addition, opportunities for continued improvement exist and will continue to be explored. The applicants submitting well permits are licensed well drilling contractors as required by the California Well Standards and Napa County Code. During review of well permits over the last year, Environmental Health staff have communicated more closely with parcel owners than in previous years, but correspondence is primarily with the well drilling contractors submitting the application.

During the implementation of the changes triggered by the Governor's EO N-7-22 in March 2022 (and other factors noted in Finding 7) and then following the Board of Supervisor's acceptance of procedural changes in June 2022, conversations with the well drilling contractors working in Napa County occurred over the phone and during one-on-one meetings to discuss the overall requirements and project-specific requirements in particular. As new information was published, electronic mail was sent to well drilling contractors with handouts and information to help them understand the process.

The Board of Supervisors agrees with the ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.

Recommendation 5. By June 30, 2024, the Napa PBES research and communicate to the GSA the number of new or upgraded wells, their output, and the number of storage tanks.

Response of ~~Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer: The recommendation has been partially implemented. As described in response to Finding 1, PBES staff only just completed an exhaustive effort to confirm the existence of and map the locations of all wells in the County (to the extent historical state and county records were available) and created a GIS layer with the locations identified. County staff will, on an ongoing basis, review any new or newly obtained records and revise the well count accordingly. The recommendation to report the number of storage tanks is not warranted or reasonable for the reasons provided in response to Finding 1.

The Board of Supervisors agrees with the ~~of Interim~~ Director of the Department of Planning, Building and Environmental Services and County Executive Officer.



Napa County

Board Agenda Letter

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

Agenda Date: 9/12/2023

File ID #: 23-1526

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: Property Insurance Fund

RECOMMENDATION

County Executive Officer requests the Board authorize (4/5 vote required):

1. A Budget Adjustment increasing the General Fund Transfer Out (1050000-56100) by \$245,000 offset by a decrease in General Fund Appropriation for Contingency (1059000-58100); and
2. Increase Property and Other Insurance Premiums (4500001-52705) by \$295,000 offset by increase in Transfer In (4500001-48200) of \$245,000 and reduction in appropriation from Interest on Other Debt (4500001-54315) of \$50,000 due to higher than anticipated property insurance premiums.

EXECUTIVE SUMMARY

Property and Other Insurance policy premiums are estimated when the budget is prepared in the spring. Invoices are received and processed in July with the renewal of policies. Property Insurance increased significantly more than anticipated. This is an Internal Service Fund that does not have reserves to draw upon and charges have already been programmed for the year.

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:	This will be budgeted in future years.
Consequences if not approved:	The subdivision has insufficient budget authority to process other transactions.
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

Property and Other Insurance policy premiums are estimated when the budget is prepared in the spring. Invoices are received and processed in July with the renewal of policies. Property Insurance premium increased significantly more than anticipated. The FY 2022-23 actual premiums for property and other insurances totaled \$1,406,000 and staff budgeted \$1,807,000 (increase 28.5%) for FY 2023-24; however, actual premiums totaled \$2,099,000 (increase 49.3%). The amount appropriated for Interest on Other Debt appears to be a previous expense that is no longer applicable. This is an Internal Service Fund that does not have reserves to draw upon, and charges for services have already been programmed for the year. Therefore, the General Fund is called upon to cover the additional expense.



Napa County

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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1536

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive
SUBJECT: Re-Entry Facility Temporary Use Agreement

RECOMMENDATION

County Executive Officer requests the Board authorize the Chair to execute Temporary Use Consent Agreement No. 240154B with State Public Works Board (SPWB) and Board of State and Community Corrections (BSCC) for an Intensive Navigation Center use of the Re-Entry Facility.

EXECUTIVE SUMMARY

The County built and leases the Re-Entry Facility from BSCC. The funding and use were authorized by SB 1022 in 2014. SPWB issued bonds in 2020 to pay for the construction which further limit the facility's use.

The Board determined in Spring 2023 that a reentry detention use is no longer feasible and requested an opportunity to repurpose the facility. The state anticipates a response to this request in about six months. Meanwhile, the state will allow the County to temporarily provide navigation services for Probation and Homeless clients.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	General Fund - Central Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	State requires County to pay the cost of State's bond counsel to review both this temporary use and the potential permanent use of the facility for purposes other than a detention facility.
Is the general fund affected?	Yes

Future fiscal impact:	Future building modifications and operational costs will be presented to the Board.
Consequences if not approved:	Services will need to be provided elsewhere.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA as the operation of existing public facilities, pursuant to State CEQA Guidelines section 15301.

BACKGROUND AND DISCUSSION

The County built and leases the Re-Entry Facility from BSCC. The funding and use were authorized by SB 1022 in 2014. SPWB issued bonds in 2020 reimbursed the County approx. \$13.5 million and the debt covenants further limit the facility's use.

The Board determined in Spring 2023 that a reentry detention use is no longer feasible and requested an opportunity to repurpose the facility. The state anticipates a response to this request in about six months. If possible, the County will be responsible for all administrative costs associated with the transaction.

Meanwhile, the state will allow the County to temporarily provide navigation services for Probation and Homeless clients. The attached agreement authorizes this alternate use for six months. The agreement obligates the County to pay the cost of the State's bond counsel to review both this temporary use, and the potential permanent use of the re-entry facility for purposes other than as a detention facility.

CONSENT AGREEMENT

This Consent Agreement is entered into as of September 12, 2023, by and between the State Public Works Board of the State of California (the “SPWB”), the Board of State and Community Corrections of the State of California (the “Board”), and the County of Napa (the “County”).

RECITALS

Whereas, on April 22, 2020, the Board issued its Lease Revenue Bonds 2020 Series B (Various Capital Projects) (the “Bonds”) for the purpose, in part, of funding the Napa County Jail Project (the “Napa Project”); and

Whereas, the Bonds are secured, in part, by rental payments made pursuant to a Facility Lease by and between SPWB and the Board dated as of April 15, 2020 (the “Lease”); and

Whereas, the County operates and maintains the Napa Project pursuant to a Facility Sublease by and between the Board and the County dated as of April 15, 2020 (the “Sublease” and together with the Lease, the “Leases”); and

Whereas, the Leases provide that the Napa Project, as and to the extent it is available for use and occupancy, is to be used as an adult local criminal justice facility as contemplated by the Law (as defined in the Lease), and for such other purposes as may be ancillary and related thereto for State and local criminal justice agencies; and

Whereas, pursuant to the Sublease, the County is required to obtain the prior written consent of the SPWB and the Board for any change in use of the Napa Project or any part thereof; and

Whereas, after the completion of the Napa Project the County made multiple requests to the SPWB and the Board, and received consent for many of the requests, to use the Napa Project temporarily for purposes other than as an adult local criminal justice facility; and

Whereas, the County’s last request sought to use the Napa Project to house homeless and other vulnerable persons that require isolation and quarantine due to COVID-19, and as a warming center for homeless persons; and

Whereas, via a consent agreement dated December 7, 2022 (the “Prior Consent”), the SPWB and the Board provided consent until May 31, 2023 to temporarily use the Napa Project to house homeless and other vulnerable persons that require isolation and quarantine due to COVID-19 and to temporarily use the Napa Project as a warming center for homeless persons through the winter months; and

Whereas, after the Prior Consent was given, the County indicated that, on a long-term basis, it desires to use the Napa Project for purposes other than as an adult local criminal justice

facility and has made a proposal to the SPWB and the Board with the intent to achieve this goal; and

Whereas, the SWPB and the Board require time to consider the County's proposal; and

Whereas, the County currently desires to operate an Intensive Navigation Center serving homeless and probationary clients with evidence-based programming and emergency sheltering services at the Napa Project (the "Temporary Use"); and

Whereas, subject to the provisions of this Consent Agreement the SPWB and the Board desire to consent to the Temporary Use of the Napa Project for the term of this Consent Agreement while the SWPB and the Board consider the County's proposal.

AGREEMENT

Section 1. Full Force and Effect. The above is true and correct. The Leases remain in full force and effect and nothing herein shall be interpreted to amend the Leases nor the obligations of the parties thereunder.

Section 2. Consent. Pursuant to the provisions of Section 8 of the Sublease, SPWB and the Board hereby consent to the County's Temporary Use of the Napa Project.

- a. The County agrees that the Temporary Use consented to herein shall be terminated immediately upon the end of the term of this Consent Agreement or upon notice by the Board or the SPWB when in their independent sole discretion either determines that there is a need to use the Napa Project for criminal justice activities in accordance with the Leases; and
- b. Nothing in this Consent Agreement shall be construed as a promise or obligation of the SPWB or the Board to take any action, or as creating a right of the County to any action, with respect to the County's proposal described in the "Whereas" clauses above; and
- c. The County agrees that the indemnity provision in Section 20 of the Sublease applies to any and all costs or claims arising out of or related to the consent provided herein by the Board and the SPWB and any use of the Napa Project resulting from such consent. The County agrees that such indemnity shall survive any termination of this Consent Agreement.

Section 3. No Amendment. Nothing herein amends, supersedes, or waives any provision in the Leases which remain in full force and effect.

Section 4. Term. Unless earlier terminated in accordance with Section 2.a. above, this Consent Agreement and the consent provided herein shall be effective beginning the date on which this Consent Agreement is signed and delivered by the last party to sign through March 12, 2024 and ends on March 13, 2024.

Section 5. Fees. The County agrees to pay for all fees and expenses of the SPWB's bond counsel incurred in its representation of the SPWB with respect to this Consent Agreement, including, but not limited to, conducting due diligence with respect to the Temporary Use and

reviewing any documents related to such use, drafting a certificate of the County related to the Temporary Use, and drafting and issuing an opinion regarding the Temporary Use and its effect on the exclusion from gross income of interest on the Bonds. Additionally, the County agrees to pay for all fees and expenses of the SPWB's bond counsel incurred in its representation of the SPWB with respect to the County's proposal described in the "Whereas" clauses above. Payment shall be made payable to the SPWB upon presentation of an invoice for such fees and expenses. The payment shall be sent to the following address:

California State Public Works Board
Attention: Koreen H. van Ravenhorst
915 L Street, 9th Floor
Sacramento, CA 95814

Section 6. Execution. This agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions of an original signature, or a certificate-based digital signature. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the County, the SPWB, and the Board has executed this Consent Agreement, either individually or by an authorized representative, on the day and year first set forth above.

COUNTY OF NAPA

By: _____

Date: _____

Belia Ramos
Chair, Napa County Board of
Supervisors

STATE PUBLIC WORKS BOARD OF
THE STATE OF CALIFORNIA

By: _____

Date: _____

Koreen H. van Ravenhorst
Deputy Director

BOARD OF STATE AND COMMUNITY
CORRECTIONS OF THE STATE OF
CALIFORNIA

By: _____

Date: _____

Kathleen T. Howard
Executive Officer

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>August 31, 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: 9/12/2023

File ID #: 23-1469

TO: Board of Supervisors
FROM: Allison Haley - District Attorney
REPORT BY: Sophie Johnson - Staff Services Manager
SUBJECT: Application and Acceptance of Funding for County Victim Services (XC) 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 with the California Office of Emergency Services in the anticipated amount of \$157,433 for the term of January 1, 2024, through December 31, 2024 for the County Victim Services (XC) 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 continuation of the County Victim Services (XC) Program. This subaward program, administered by the California Office of Emergency Services, provides Victims of Crime Act (VOCA) funding for continued services to crime victims and witnesses throughout the County.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	District Attorney
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary as there is no mandate for the District Attorney's office to provide additional local services above the mandatory victim services handled through the Victim/Witness Assistance Program.
Is the general fund affected?	Yes

Future fiscal impact:	Appropriations have been included in the District Attorney's budget for Fiscal Year 2023-2024 and appropriations for future fiscal years will be budgeted accordingly.
Consequences if not approved:	If this item is not approved, the District Attorney will not be able to obtain continued funding from the State of California for provision of additional local services for 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 California Code of Regulations title 14, section 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

BACKGROUND AND DISCUSSION

California Penal Code sections 13835 through 13835.10 mandate that every county in the State of California be provided funding for comprehensive services for victims and witnesses. Funding is designed to help victims and witnesses of all types of crime by maintaining local centers that provide comprehensive assistance, including all legislatively mandated services.

The District Attorney's Office began providing victim witness services in Fiscal Year 2010-2011. The Victim Services Division currently operates with funding provided primarily by grant subaward programs administered by the California Office of Emergency Services. Increased funding allocated under the federal Victims of Crime Act (VOCA) allows for expanded services to targeted populations. The County Victim Services (XC) Program provides funding for local identified gaps and needs in victim services.

Victim Witness Programs are required to perform 14 mandatory services: crisis intervention, emergency assistance, resource and referral assistance, direct counseling, victim of crime claims, property return, orientation to the criminal justice system, court escort, presentations and training to local criminal justice agencies, public presentations and publicity, case status and case dispositions, notification to family and friends, employer notification and intervention, and assistance with restitution. The following 10 optional services may be provided if they do not preclude the efficient provision of mandatory services: employer intervention, creditor intervention, child care, notification to witnesses of any change in the court calendar, funeral arrangements, crime prevention information, witness protection, assistance in obtaining temporary restraining orders, transportation, and provision of a waiting area during court proceedings separate from defendants and families and friends of defendants. The Victim Witness Program staff offers and provides mandated and optional services to an average of 1,500 victims each fiscal year. The County Victim Services Program provides funding for gaps and needs in victim services as identified by a local steering committee in order for the County to better respond to the needs of crime victims.

The County's anticipated funding level for continuation of the County Victim Services Program focused on

meeting local gaps and needs in the provision of victim services for the funding cycle of January 1, 2024, through December 31, 2024, is \$157,433. Today's recommended action will authorize the Chair to sign the Certificate of Assurance of Compliance (COAOC) documents, which authorizes the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications, or amendments thereof.



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Certification of Assurance of Compliance

Subrecipient: Napa County

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	County Victim Services Program	XC23 06 0280	1/1/2023 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.


Cal OES

 GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

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

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.

Official Designee's Signature:

Official Designee's Typed Name: Allison Haley

Official Designee's Title:

DA - Napa County

Date Executed:

8.15.23

AUTHORIZED BY:

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.

☐

City Financial Officer

☐

County Financial Officer

☐

City Manager

☐

County Manager

☐

Governing Board Chair

Signature:

Typed Name: Belia Ramos

Title: Chair, Board of Supervisors

Date Executed:

APPROVED AS TO FORM

Napa County Counsel

By:

Date: 08.09.2023

Doc Title: CalOES 2-104



Napa County

Board Agenda Letter

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

Agenda Date: 9/12/2023

File ID #: 23-1535

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Agreement No 240143B with Generation Housing

RECOMMENDATION

Director of Housing & Homeless Services requests the following:

1. Approval of and authorization for the Chair to sign Agreement No 240143B with Generation Housing, a non-profit corporation, for a maximum amount of \$110,000 for the term July 1, 2023, through June 30, 2024, for professional services to develop comprehensive reports for key aspects of the local housing system; and
2. Approval of a Budget Adjustment increasing appropriation by \$110,000 in Consulting Services in Affordable Housing (Fund 2080, Org 2080000, Object 52310) with use of available fund balance.

(4/5 vote required)

EXECUTIVE SUMMARY

Generation Housing (Gen H) is a non-profit organization focused on providing public education for decision-makers and policymakers about housing policy solutions to improve the housing system. Gen H conducts research, develops reports and acts as a convener to align diverse local interests around effective housing solutions to meet local and regional housing goals. Approval of today's action will authorize the production of two reports (State of Housing in Napa County Report and Napa County Housing Needs and Production Roadmap) which together will provide a comprehensive overview of key aspects of the local housing system, including baseline metrics for housing stock, household data, housing production, and projected housing needs aligned to regional housing inventory, and authorize the related increase in appropriation using available fund balance budget adjustment to establish the contract.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	No
Where is it budgeted?	Approval of the item will establish appropriation in Fund 2080 using available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Although there is no mandate for a regional housing needs and inventory analysis, it is critical to understanding housing production as a coordinated effort across local jurisdictions.
Is the general fund affected?	No
Future fiscal impact:	Appropriation for future years will be budgeted accordingly.
Consequences if not approved:	Analysis and support for regional housing planning and production will be limited.
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 Regulation's 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Solving Napa County's current housing needs will have positive ripple effects. The availability of safe, stable, and affordable housing for the local workforce and community members is a critical driver for individual economic opportunity, better educational performance, and improved health outcomes. The future economic vitality and resilience of our county is strengthened when young workers, students, and families can afford not only to live here, but live free from housing cost burden. Investment in housing production is a powerful economic engine and job creator. Well-planned affordable housing is also a boon for the environment - decreasing the carbon footprint of our workforce and preserving our open space.

Generation Housing (Gen H) is a non-profit organization focused on providing public education for decision-makers and policymakers about housing policy solutions to improve the housing system. Gen H conducts research, develops reports and acts as a convener to align diverse local interests around effective housing solutions to meet local and regional housing goals.

The Director of Housing and Homeless Services requests approval and authorization for the Chair to sign Agreement No 240143B for professional services to develop two reports:

1. State of Housing in Napa County Report: This report is a comprehensive report, over 60 pages, covering housing stock and cost, density, land use, homebuilding, population shifts and demographic breakdowns of housing cost burden and overcrowding. The report aims to educate the public, community leaders, and policymakers so that the community can collectively and collaboratively make informed, evidence-based decisions on policy, projects, and funding addressing the existing housing shortage.

2. Napa County Housing Needs and Production Report: This report will provide an independent and objective evaluation of current and projected housing needs aligned to the regional housing inventory. The report will consider how current housing availability is addressed by the 6th Cycle Housing Element sites inventory and will utilize insights into existing transit and job centers, and projected demographic and job sector growth to

match future needs to supply. The regional approach to the data and analysis will allow the County, and the individual jurisdictional entities within the County, to understand housing as a coordinated effort across jurisdictions, helping to assign housing typologies to geographical areas best served by those projects in alignment with principles of equity, sustainability, and regional commitments to climate action.

Approval of today's action will authorize the production of two reports which together will provide a comprehensive overview of key aspects of the local housing system as well as projected housing needs aligned to the regional housing inventory, and authorize the related increase in appropriation and use of fund balance budget adjustment to establish the contract.

NAPA COUNTY AGREEMENT NO. 240143B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", GENERATION HOUSING, a Project of the Tides Center "doing business as Tides Center, "a California corporation", whose mailing [or business] address is PO Box 889385, Los Angeles, CA 90088, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to produce two reports on certain aspects of the local housing system; 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:

- 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 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.
- Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed prices 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 ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

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

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

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

(d) CONTRACTOR shall submit invoices not more often than monthly to the Director of Housing & Homeless Services 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 Director of Housing & Homeless Services 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 Department of Housing & Homeless Services 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 Housing & Homeless Services
Attn: Director
2751 Napa Valley Corporate Drive
B 206-09
Napa, CA 94559

CONTRACTOR
Generation Housing
a project of Tides Center
427 Mendocino Ave, Suite 100
Santa Rosa, CA 95401

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 Housing & Homeless Services. 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 Housing & Homeless Services.

(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.

CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

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

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

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

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

28. **Special Terms and Conditions.** [RESERVED]

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

Generation Housing, a project of Tides Center

By  DocuSigned by:
BB466DD87D464F6...
Jen Klose, Executive Director

By  DocuSigned by:
ASDCC2581B014ED
Lisa Jackson, Executive Director Tides Center

"CONTRACTOR"

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>S. Darbinian</u> Deputy</p> <p>Date: September 6, 2023</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

State of Housing Report

A report that captures the current relevant aspects of the local housing system that can be used to set baseline metrics, determine and drive local policy strategy, advocacy efforts, and housing grantmaking strategy. The report can be updated periodically to provide progress metrics and drive strategic iteration.

Baseline Report:

- + 150 Day Deliverable (after initial steering committee meetings)
- + **Product:**
 - + Approximately 50 pages in length deliverable in PDF and print-ready formats
 - + Draws primarily from public county-level data and includes some data points specific to the county's independent cities and towns, and some comparisons with state and national-level data.
 - + Includes three primary sections, (1) **Housing Stock**, which helps define the current the shortages and affordability levels and understand the forces that shaped the current housing landscape; (2) **Household Data**, which shows the impact of rising costs on residents' experience of cost burden, overcrowding, and migration patterns; and (3) **Housing Production**, which helps assess the pace of production and how to better target solutions.
 - + Includes **Executive Summary**
 - + Includes **two special sections of interest** relating to the intersection **housing stock and homelessness and local business.**
 - + Features **4-6 quotes** from community leaders identified by client regarding housing.
 - + Features **6-8 housing projects** entitled during the past year as identified by client.
 - + All content and images are property of client; code remains proprietary to Generation Housing.
- + **Process:**
 - + **Facilitated engagement with client-empowered local steering committee**, which will determine special section content and provide local information and guidance as necessary to ensure a locally tailored product with respect to both substantive content and look and feel.
 - + Minimum 7 steering committee meetings
 - + 3 initial meetings to determine specific substantive content focus and appropriate look and feel of images.
 - + 2 meetings to review and revise draft.

- + 2 meetings to plan and prepare committee for launch event.
- + Final product deliverable 90 days after conclusion of first 3 steering committee meetings.
- + Generation Housing will project manage printing (hard cost of printing to be incurred by client).
- + Generation Housing facilitates planning of launch event content and agenda.

Napa County Housing Needs and Production Roadmap

An independent and objective evaluation of current and projected housing needs aligned to the regional housing inventory. The report considers how current housing availability is addressed by the 6th Cycle Housing Element sites inventory, and utilizes insights into existing transit and job centers, and projected demographic and job sector growth to match future needs to supply. The regional approach allows the County to understand housing as a coordinated effort across jurisdictions, helping to assign housing typologies to geographical areas best served by those projects in alignment with principles of equity, sustainability, and regional commitments to climate action.

Baseline Report

- + 150 Day Deliverable

+ Product:

- + Full written report with Executive Summary, Narrative, and Graphical display of data followed by a full presentation to the Board of Supervisors with associated slide deck, which will include reporting on:
 - + **Housing deficit:** Utilizing a proprietary model aligned with tools developed by SPUR and the Joint Center for Housing Studies at Harvard, we assess the deficit of housing need based on population change & household formation.
 - + **Future housing need:** An analysis of current and projected population growth and demographic trends identified by income, race, gender, family status, age, and educational attainment aligned with anticipated headship rates and household formation history utilizing ACS, Census, and IPUMS data.
 - + **Job sector-based housing:** Assessment of current and projected job sector growth along with corresponding income and affordability levels in order to determine a current and projected jobs-to-housing fit and deficit by affordability levels. Utilizing data from the National Establishments Time Series (NETS) database and Association of Bay Area Governments.
 - + **Housing inventory and transit, job, and amenity assets:** An evaluation of the existing housing inventory, including housing types, sizes, and affordability levels by proposed development sites identified in the County and city/town 6th Cycle Housing Element.
 - + **Inventory aligned to need:** Combining site inventory to housing need, we offer a regional assessment of the type of housing most needed by jurisdiction. Suited to regional demographics as well as proximity to amenities that may reduce cost of living, this section's recommendations are calibrated to maximize the ability of housing to serve job sectors, resident income levels, and increase reliance on transit.

+ **Process:**

- + **Facilitated engagement with jurisdictional Planning Commissions and Economic Development divisions** to secure local information and guidance as necessary to ensure a locally tailored product with respect to both substantive content.
- + Minimum 2 meetings with jurisdictional staff.
- + Final product deliverable 90 days.
- + Generation Housing will project manage printing (hard cost of printing to be incurred by client).
- + Generation Housing facilitates planning of launch event content and agenda.

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

Fixed price of \$70,000 for Napa County State of Housing Report.
Fixed price of \$40,000 for Napa County Housing Needs and Production Roadmap Report .

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: 9/12/2023

File ID #: 23-1539

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Bay Area Housing Finance Authority Older-Adult Rental Assistance Pilot Program Funding Competition

RECOMMENDATION

Director of Housing & Homeless Services requests permission to apply for and accept Bay Area Housing Finance Authority (BAHFA) Older Adult Rental Assistance Pilot Program Grant Funding in the amount of up to \$5,000,000 (five million) dollars through June 2028 to prevent homelessness and improve long-term housing stability for extremely-low income senior residents experiencing severe housing burden.

EXECUTIVE SUMMARY

The Bay Area Housing Finance Authority (BAHFA) has released a request for proposals (RFP), seeking an eligible entity to finalize program design and administer an Older Adult Rental Assistance Pilot Program (The Program) in one or more counties of the 9-county Bay Area Region. The Program will provide monthly rental assistance to extremely low-income and severely rent-burdened, older adult and fixed income households for up to 48 months. Housing & Homeless Services staff have worked collaboratively with a consortium of community-based organization and public sector partners to design a program and service delivery model using grant funds and other existing funding sources.

Approval of today's action authorizes and directs the Director of Housing & Homeless Services to apply and execute related grant agreements, if awarded.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to apply for BAHFA funding.

Is the general fund affected?	No
Future fiscal impact:	If awarded, funds will be budgeted in the coming fiscal year
Consequences if not approved:	Napa County will not apply for this pilot program.
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 Bay Area Housing Finance Authority (BAHFA) was created pursuant to the San Francisco Bay Area Regional Housing Finance Act (Gov Cod 64500, et seq.) (“the Act”) to raise, administer, and allocate funding and provide technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production. Pursuant to Government Code 64520(j), BAHFA utilizes staff from the Metropolitan Transportation Commission.

The Act authorizes BAHFA to provide rental assistance for low-income residents of the Bay Area as part of its central mandate to protect vulnerable residents from displacement and homelessness in the Bay Area. On May 24, 2023, the MTC adopted Resolution 4578 granting \$5 million to BAHFA to establish a new Rental Assistance Program to prevent homelessness. BAHFA then adopted Resolution 0030 on June 28, 2023, to authorize the use of these funds to create an Older Adult Rental Assistance Pilot Program.

On August 15, 2023, BAHFA released a request for proposals (RFP), seeking an eligible entity to finalize program design and administer an Older Adult Rental Assistance Pilot Program (The Program) in one or more counties of the 9-county Bay Area Region. The Program will provide monthly rental assistance to extremely low-income and severely rent-burdened, older adult and fixed income households for up to 48 months. Statewide Point-in-Time (PIT) count data shows Seniors are the fastest growing homeless population of any age group, with a 108% increase between 2017-2020 in California. Among extremely low income older adults, the cause of homelessness is most often an financial or health crisis. This pilot project will focus on the senior population because most financial assistance programs are designed for 12-24 months, with a focus on workforce development to stabilize household income. In the case of seniors, returning to work is not a likely or reasonable resolution to acute financial crisis. Housing & Homeless Services staff have worked collaboratively with a consortium of community-based organization and public sector partners to design a program and service delivery model using grant funds and other existing funding sources.

Approval of today’s action authorizes the Director of Housing & Homeless Services to apply for and accept BAHFA’s Older Adult Rental Assistance Pilot Program Grant Funding in the amount of \$5,000,000 (five million) dollars to prevent homelessness and improve long-term housing stability for extremely-low income senior residents experiencing severe housing burden.



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: 9/12/2023

File ID #: 23-0807

TO: Board of Supervisors
FROM: Jon Gjestvang, Chief Information Officer - Information Technology Services
REPORT BY: Elena Guzmán, Staff Services Analyst
SUBJECT: Amendment No. 2 to Agreement No. 210093B with Granicus, LLC.

RECOMMENDATION

Chief Information Officer requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210093B with Granicus, LLC. increasing the contract maximum by \$92,922 for a new total of \$415,968, to provide ongoing agenda system services while discontinuing the VoteCast Standard Package and eComment services.

EXECUTIVE SUMMARY

Napa County originally entered into an agreement with Granicus, Inc. on June 1, 2007, to provide training, installation, configuration and ongoing system maintenance for software, video and data storage services that allow residents to watch Board of Supervisors, Board of Equalization, Napa County Housing Authority and various other district meetings online, live and archived, through the County's website. The original agreement was amended six times to add the streaming of the Planning Commission meetings, LAFCO meetings, for development of the County's Granicus webpage, add the Granicus Encoding Appliance and Word Add-In, and extend the term for ongoing system maintenance. On September 1, 2020, the Board of Supervisors approved Agreement No. 210093B as a renewal of the original agreement at a cost of \$313,046 and a term ending June 30, 2023.

On March 28, 2023, the Board of Supervisors approved Amendment No. 1 to Agreement No. 210093B with Granicus, LLC. to increase the contract by \$10,000 for a new total of \$323,046, with an amendment term through March 28, 2024, in order to provide consulting services for Legistar project management and deployment services.

Today's requested action is to approve Amendment No. 2 to Agreement No. 210093B with Granicus, LLC. to increase the contract by \$92,992 for a new total of \$415,968 and an amended term through June 30, 2024 to

provide an additional year of system management of the Granicus internet broadcasting of public meetings while discontinuing the VoteCast Standard Package and eComment services.

Granicus, LLC. is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Information Technology Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This technology allows residents to watch the Board of Supervisors', the Board of Equalization, Napa County Housing Authority, and various other district meetings online, live and archived, through the County's website. It provides public information, government transparency, and improved services to residents. All meeting videos contain relevant supporting documentation, like meeting agendas and minutes, allowing the public to stay well-informed on the decisions affecting their community.
Is the general fund affected?	No
Future fiscal impact:	Ongoing costs will be included in the ITS Cost Allocation.
Consequences if not approved:	If not approved, ITS will not have the necessary resources and support for the Granicus system management.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Napa County originally entered into an agreement with Granicus, Inc. on June 1, 2007, to provide training, installation, configuration and ongoing system maintenance for software, video and data storage services that allow residents to watch Board of Supervisors, Board of Equalization, Napa County Housing Authority and various other district meetings online, live and archived, through the County's website. The original agreement was amended six times to add the streaming of the Planning Commission meetings, LAFCO meetings, for development of the County's Granicus webpage, add the Granicus Encoding Appliance and Word Add-In, and extend the ongoing maintenance term through FY 2021-2022.

Since there was a business need to add several significant additions to the agreement's scope of work, it was

decided that drafting a new agreement was warranted. In addition to the services of the original agreement, the new agreement No. 210093B also included the Boards and Commissions module, new agenda management system (Legistar), as well as closed captioning services. Legistar is an enterprise-level agenda management platform that provides a variety of automated features including the iLegislate app for iPad, VoteCast Electronic Voting, pre-formatted Meeting Minutes templates, post-meeting Agenda Packet Processing including eSignature compatibility, Constant Contact Agenda Distribution e-mail lists and the eComment public correspondence service. As a virtual solution hosted entirely in the cloud, Legistar substantially reduces the county's maintenance and operational footprint by flexibility supporting workplace collaboration and meeting participation in both on-site and remote environments.

The Legistar module seamlessly integrated with the Granicus Live Manager module and the Granicus meeting video streaming, capture and storage solution that was utilized at the County. Purchasing and implementing the Granicus module removed Information Technology Services' (ITS') previous support of custom-built application previously in use. The Granicus modules were vetted by ITS Information Security Staff and the modules met County security requirements.

Today's requested action is to approve Amendment No. 2 to Agreement No. 210093B with Granicus, LLC. For the continuation of most of the agenda system services while discontinuing the VoteCast Standard Package and eComment.

Granicus is not a local vendor. However, Granicus is the leading software-as-a-service provider of government transparency public meeting efficiency, and citizen participation solutions in the U.S. Granicus hosts the world's largest government exclusive webcasting network, streaming over 23 million webcasts and serving more than 4,500 government customers and over 200 million citizens. There is no local vendor that provides the same technology.

**NAPA COUNTY AGREEMENT NO. 210093B
AMENDMENT NO. 2**

MASTER SUBSCRIPTION AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210093B 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 GRANICUS, LLC, a Minnesota Limited Liability Company, whose mailing address is 408 St. Peter Street, Suite 600, Saint Paul, MN, 55102, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, on September 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210093B ("Agreement") to provide equipment, training, setup and configuration for Boards and Commissions module, new agenda system, eComment and closed captioning services; and

WHEREAS, on March 28, 2023, COUNTY and CONTRACTOR agreed to amend the Agreement to include an additional Statement of Work for as needed consulting services including advanced training, template creation and report development associated with the Legistar solution ("First Amendment"); and

WHEREAS, COUNTY and CONTRACTOR agree to extend most of the agenda system services provided under the Agreement through Fiscal Year 2023/24 while discontinuing the VoteCast Standard Package and eComment services; and

WHEREAS, this Second Amendment represents an increase of \$92,922 to the Agreement resulting in a revised maximum amount of \$415,968 and this Second Amendment extends the Contract End Date from March 2, 2024 to June 30, 2024;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 4.1, **Fees**, is amended to read in full as follows:
Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s).

Notwithstanding the foregoing, the maximum payments under this Agreement shall be FOUR HUNDRED FIVE THOUSAND NINE HUNDRED SIXTY EIGHT DOLLARS (\$405,968) for Granicus Products and Services provided pursuant to Exhibit A and the maximum payments under this Agreement shall be TEN THOUSAND DOLLARS (\$10,000) for professional services provided pursuant to Exhibit A-1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon Granicus Products and Services actually provided and charges incurred by Customer pursuant to the terms of this Agreement.

2. Paragraph 7.1, **Agreement Term**, is amended to read in full as follows:

Agreement Term. The Agreement Term shall begin on the Effective date of this agreement and continue through the latest date of the order Term of each order or SOW (Exhibits A and A-1) under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify and Order Term for the Granicus Products or Services provided under the respective Order or SOW. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within Each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

Notwithstanding the foregoing, the Granicus Products and Services provided pursuant to Exhibit A shall be provided on or before June 30, 2024 and the Consulting Services provided pursuant to Exhibit A-1 shall be provided on or before March 2, 2024.

3. The "Remaining Period(s)" table in **Exhibit A – PRODUCTS AND SERVICES**, is deleted in its entirety and replaced with:

Remaining Period(s)			
Solution(s)	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024
Template – Sectioned View Page	\$552.09	\$579.69	\$452.60
Template – Sectioned View Page	\$410.53	\$431.06	\$608.68
Government Transparency Suite	\$9,909.27	\$10,404.73	\$10,924.96
Template – Agenda or Minutes – HTML	\$353.90	\$371.60	\$390.20
Meeting Efficiency Suite	\$9,909.27	\$10,404.73	\$10,924.96
Additional Meeting Body – Meeting Efficiency (1 to 2 MBs)	\$2,979.01	\$3,127.96	\$3,550.64
Open Platform Suite	\$0.00	\$0.00	\$0.00
Granicus Encoding Appliance Software (GT)	\$1,415.61	\$1,486.39	\$1,560.72
Additional Meeting Body - Meeting Efficiency (1 to 2 MBs)	\$3,220.40	\$3,381.42	\$3,384.36

Legistar	\$13,582.80	\$14,261.94	\$14,975.04
VoteCast Standard Package (Tablet) (ME)	\$5,040.00	\$5,292.00	\$0.00
Boards and Commissions	\$12,600.00	\$13,230.00	\$13,891.52
Recurring Captioning Services	\$36,855.00	\$38,697.75	\$32,357.52
eComment	\$2,519.99	\$2,645.99	\$0.00
SUBTOTAL:	\$99,348.00	\$104,315.40	\$92,921.20

4. Except as provided above, the terms and conditions of the Agreement and its First Amendment shall remain in full force as originally approved.

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

GRANICUS

By _____
DocuSigned by:
Alexander Gray
BBB5F6484AE44A3...
Manager, Renewals

By _____

“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	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Ryan FitzGerald (e-sign)</u> County Counsel	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____
Date: <u>August 22, 2023</u>		
PL No: <u>96579</u>		



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: 9/12/2023

File ID #: 23-1256

TO: Board of Supervisors
FROM: Jon Gjestvang, Chief Information Officer - Information Technology Services
REPORT BY: Elena Guzmán, Staff Services Analyst
SUBJECT: Board Chambers Audio Video System Upgrade

RECOMMENDATION

Chief Information Officer, Director of Public Works, and County Executive Officer request the following actions related to the design and installation of upgrading the Audio/Video (A/V) system for the Board of Supervisors chambers (4/5 vote required):

1. Approval to establish a new Capital Improvement Project 24006, "Board Chambers A/V Upgrade" PW 23-36 (Fund 3000, Org 3000500) in the amount of \$60,000;
2. Approval to establish two (2) Capital Assets for a total of \$24,300, which includes one (1) Video Production Editing Module \$17,200; and one (1) Tricaster Control Panel \$7,100 (Fund 4200, Org 4200000, Object 55400); and
3. Approval of Budget Adjustment to increase intrafund transfer out appropriations by \$236,850 in the Public Television Educational and Governmental Funds (PEG) (Fund 2150, Org 2150000) offset by the following:
 - a. Increasing intrafund transfer in by \$60,000 in the Capital Improvement Project (CIP) 24006, "Board Chambers A/V Upgrade" PW23-36 (Fund 3000, Org 3000500), while also increasing appropriations;
 - b. Increasing intrafund transfer in by \$24,300 for the Capital Assets (Fund 4200, Org 4200000, Object 55400), while also increasing appropriations; and
 - c. Increasing intrafund transfer in by \$152,550 for additional free-standing fixtures and equipment, not part of the CIP or Capital Assets (Fund 4200, Org 4200000, Object 53410), while also increasing appropriations.

EXECUTIVE SUMMARY

The Napa County Board of Supervisors chambers audio video system is outdated and needs upgrading. The current A/V equipment being utilized to run the meetings for the Board of Supervisors, Planning Commissions,

and various other County meetings was last updated eight years ago. This update is needed for the meetings to operate efficiently.

Today's request is for the approval to establish a new Capital Improvement Project, establish Capital Assets for a Video Production Editing Module and a Tricaster Control Panel; approval of budget adjustment; and the release of special PEG funds.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 2150, Org 2150000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The project will provide much needed upgrading to Board Chambers A/V equipment.
Is the general fund affected?	No
Future fiscal impact:	None, installation anticipated to be completed in FY2023-24.
Consequences if not approved:	If this project is not approved, the Board of Supervisors meetings, as well as other meetings held in the Board Chambers, will continue to experience technical issues, causing significant delays and accessibility issues for the public.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Board of Supervisors Chambers located on the third floor in the County Administration Building needs an update to the outdated A/V equipment that is currently being utilized to run the meetings for the Board of Supervisors, Planning Commissions and various other meetings ran by the County. This update is needed for the meetings to operate efficiently. This room and the equipment were last updated eight years ago after the 2014 earthquake and has become outdated and is difficult for staff to manage.

Technical issues due to outdated equipment have been causing disruptions and delays in our public meetings, including sound and video interruptions, as well as public comment accessibility issues.

During the COVID-19 pandemic, additional technology components were added such as Zoom, YouTube, Cisco Call Attendant, and encoders to run the equipment. The added components were installed in pieces to the older components to make the technology work, which tends to be the cause of technical issues. Also, this additional technology was added as an additional function to the Clerk of Board duties, taxing staff and frustrating for those watching and/or participating in the meetings.

In March of 2023 a Request for Qualifications was issued to several vendors for the Board Room A/V update. Through the Request for Qualifications one response was received from AVI-SPL. Staff from ITS, Communications and the Clerk of Board team met with the vendor, AVI-SPL in the Board Chambers to view the current equipment and discuss the issues experienced. The vendor was very knowledgeable and provided solutions.

Some of the benefits of this upgrade include:

- * Most of the Clerks' desk equipment will be moved to an adjacent room. This will make the Clerks' station easier to manage and the equipment will be more secure.
- * New monitors will be provided but fewer of them will be needed allowing the room to appear more open and aesthetically pleasing.
- * New cameras will be installed in optimal locations for a more professional looking video feed.
- * Each spot at the dais will have its own monitor for easy viewing by Board and Commission members.
- * The equipment and technology will all be new and integrated to minimize issues.
- * The equipment will be user friendly, allowing any staff member to hold other meetings as needed without the assistance of Clerk staff.

To update the Board Chambers audio video system, today's requested action is for the approval of a budget adjustment to release \$236,850 from special Public Television Educational and Governmental Funds (PEG) funds; offset by the commensurate establishment of a new Capital Improvement Project (CIP) 24006, "Board Chambers A/V Upgrade" in the amount of \$60,000; the establishment of Capital Assets in the amount of \$24,300; and the transfer of funds for additional free standing fixtures and equipment, not part of the CIP or Capital Assets, in the amount of \$152,550.

Director of Public Works will procure the services of the contractor, not to exceed \$60,000 to complete the construction required for the Board Chambers A/V update under the Director's California Public Construction Cost Accounting Act (CUPCCAA) authority delegated by the Board of Supervisors.

In accordance with the County's Purchasing Policy, and as part of a competitive solicitation process, free standing fixtures and equipment (\$152,550), and capital assets (\$24,300) will be purchased via Purchase Orders, not to exceed \$176,850.

AVI-SPL is not a local vendor. The company's headquarters are located in Tampa, Florida but the local office is located in Sacramento, California.



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**County Executive Office
Information Technology Services Division**

650 Imperial Way
Suite 201
Napa, CA 94559
www.countyofnapa.org/its

Main: (707) 253-4089
Fax: (707) 253-4824

MEMORANDUM

To: Board of Supervisors	From: Jon Gjestvang, Chief Information Officer
Date: September 12, 2023	Re: Item 7K

Please see revisions related to the Board Chambers Audio Video System Upgrade, budget adjustment. Revisions were made to the Recommendation and Background.

RECOMMENDATION

Chief Information Officer, Director of Public Works, and County Executive Officer request the following actions related to the design and installation of upgrading the Audio/Video (A/V) system for the Board of Supervisors chambers (4/5 vote required):

1. Approval to establish a new Capital Improvement Project #24006, "Board Chambers A/V Upgrade" PW 23-36 (Capital Improvement Fund 3000, Administration Building Sub-division 3000500) in the amount of \$236,850; and
2. Approval to purchase two (2) Capital Assets within project #24006, for a total of \$24,300, which includes one (1) Video Production Editing Module \$17,200; and one (1) Tricaster Control Panel \$7,100 (Fund 3000, Sub-division 3000500, Equipment Account 55400); and
3. Approval of a Budget Adjustment to increase fiscal year 2023-24 appropriations for the following:
 - a. Fund 2150 Public Television Educational and Governmental Fund - Increase transfer-out expense by \$236,850 (Sub-division 2150000, Account 56100, using available fund balance; and
 - b. Fund 3000 Capital Improvement Fund - Increase transfer-in revenue by \$236,850 in the Capital Improvement Project (CIP) #24006, "Board Chambers A/V Upgrade" (Sub-division 3000500, Account 48200); and
 - c. Fund 3000 Capital Improvement Fund - Increase Capital Asset expense for the purchase of capitalized equipment in the amount of \$24,300 (Sub-division 3000500, Account 55400); and
 - d. Fund 3000 Capital Improvement Fund - Increase Professional Services expense to properly record the CUPCAA Construction Project PW23-26, in the amount of \$60,000 (Sub-division 3000500, Account 52360); and
 - e. Fund 3000 Capital Improvement Fund - Increase Computer Equipment/Accessories expense in the amount of \$152,550 (Sub-division 3000500, Account 53410).

BACKGROUND AND DISCUSSION

To update the Board Chambers audio video system, today's requested action is for the approval of a budget adjustment to release \$236,850 from special Public Television Educational and Governmental Fund (PEG) to provide funding for a new Capital Improvement Project (CIP) #24006, "Board Chambers A/V Upgrade" in the amount of \$236,850. This project includes the purchase of capitalized equipment in the amount of \$24,300; professional services qualified under a CUPCCAA Construction Project in the amount of \$60,000; and the purchase of additional free-standing computer equipment and accessories not part of the Construction or Capital Assets, in the amount of \$152,550.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1545

TO: Board of Supervisors
FROM: Jon Gjestvang - Chief Information Office, Information Technology Services
REPORT BY: Julia Bordona - Staff Services Manager
SUBJECT: Request Approval of an MOU with Comcast for FFA Grant Funding for Broadband Deployment Projects

RECOMMENDATION

County Executive Officer, Chief Information Officer and Director of Library Services and Community Outreach request the following actions related to the implementation of Broadband solutions:

1. Approval of and authorization for the Chair to sign Memorandum of Understanding (MOU) No. 8667 with Comcast Cable Communications, LLC (Comcast) for the pursuit of funding for Broadband deployment projects effective September 12, 2023 which shall continue to the later of the California Public Utilities Commission (CPUC) review period or, if awarded, 36 months from the date of award; and
2. Approval of and authorization for the Chair to sign a Letter of Support for Comcast's grant application to the Federal Funding Account (FFA) for an award to financially assist with Last Mile Broadband deployment.

EXECUTIVE SUMMARY

The County Broadband team has worked on various Broadband tasks since the last update to the Board of Supervisors in June 2022. This work included commencing activities on a County Broadband Strategic Plan with Tilson, working with the North Bay-North Coast Broadband Consortium (NBCBC) on Broadband digital equity (DE) education and outreach to residents in the consortium's four counties, and seeking future Broadband funding and project opportunities with the Rural County Representatives of California's (RCRC) Golden State Connect Authority (GSCA). The County's Broadband team also continues its efforts to recruit a full-time Broadband Project Manager.

Today's request is approval of an MOU with Comcast to seek California Public Utilities Commission (CPUC) administered funds for the deployment of Last Mile Broadband to those residents who are underserved as noted in the County's Broadband Roadmap priority areas.

Comcast is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

This MOU will establish the County's support of Comcast's pursuit of CPUC administered funds to build Last Mile Broadband infrastructure in identified priority areas, agreed upon by the two parties.

Is the general fund affected?

No

Future fiscal impact:

No fiscal impact. County will not provide any financial support outside of the grant award.

Consequences if not approved:

If not approved, County will not formally endorse Comcast's application for CPUC administered funds, which will prevent the County from having input on the identification of priority areas for Last Mile Broadband infrastructure.

County Strategic Plan pillar addressed:

Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The County is committed to ensuring that the residents and businesses have access to affordable and reliable high-speed Broadband services as the need for access grows across all sectors - government services, economic development, education, healthcare, agriculture, retail, and personal entertainment.

Access to internet and cell service in rural areas of Napa County continue to be challenging to address. Since 2014, the County has been working to increase service in these areas by working with the North Bay/North Coast Broadband Consortium (NBCBC) to provide more accurate information to the California Public Utilities Commission (CPUC) regarding unserved and underserved areas through real world service, ground-truth testing (to confirm or refute carrier provided information), with the ultimate goal to make more areas eligible for future grant funding and encourage provider expansion. Since 2017, wildfires and Public Safety

Power Shutoffs (PSPS) heightened the need to have access to internet and cell service, so residents and visitors are able to receive critical, emergency information in a timely manner. Because of this new urgency, the Board directed staff to shift their work to not only increase service in unserved/underserved areas, but also look at making our entire communications network more resilient for future wildfires and PSPSs. In addition, COVID-19 has led to an increased reliance on the internet with more people teleworking and adjusting to the demands of distance learning. With this, there is an even greater need in rural Napa County to deploy Broadband and high speed cell service.

The State of California's provider, CENIC, continues to build Middle Mile infrastructure throughout the State. The roughly 10,000 mile project includes some development in Napa but will not meet all needs for use of Last Mile infrastructure projects.

The County also works with the North Bay-North Coast Broadband Consortium (NBCBC) on Broadband digital equity (DE) awareness to residents in the consortium's four counties, Marin, Mendocino, Napa and Sonoma. This includes outreach to residents and community groups to educate and support their applications for the Affordable Connectivity Program (ACP). This Federally funded initiative provides a discount of up to \$30 per month toward internet service for eligible households and a one-time discount of up to \$100 to

purchase a laptop, desktop computer, or tablet from participating providers.

The County continues to recruit for a Broadband Project Manager position to help manage any grant projects, build and maintain relationships with Broadband providers and ensure community awareness of activities.

In May 2021, the County entered into an Agreement with CBG Communications, Inc. (CBG) to produce a Broadband Roadmap, Action Plan and to secure grant funding sources to use in the implementation of Broadband solutions.

In June of 2022, County staff and CBG, presented to the Board a Broadband Roadmap and Action Plan describing the proposed steps, activities, initiatives and other actions designed to provide at least 100 megabits per second (Mbps) download/20 Mbps upload capability, scalable to 100 Mbps/100 Mbps symmetrical download and upload capability, to all residents and businesses within the County as is statistically possible. This Broadband Action Plan identified 13 priority areas covering unserved households that do not have basic Broadband availability targeting those with less than 25 Mbps download/3 Mbps upload and underserved households, those that have less than 100 Mbps download/20 Mbps upload Broadband availability.

In the fall of 2022, the County received a Local Area Technical Assistance (LATA) grant in the amount of \$500,000 for design, engineering walkout and market analysis related to Broadband project deployment.

In February 2023 RCRC selected Tilson as the consultant to perform Strategic Plan work for the County. Tilson continues to work on a Broadband Strategic Plan for the County.

On April 3, 2023 the County issued a Request for Information (RFI) to determine the interest, qualifications, experience, and expertise from Internet Service Providers (ISPs) to partner with the County to address the lack of adequate Broadband infrastructure in the unserved and underserved areas. The County offered to assist ISPs in the pursuit of State and Federal grant funding, provide access to community resources, and any other reasonable effort needed to support the ISPs.

On June 8, 2023 the County issued an RFP with the goal to receive responses from ISPs interested in providing access to residents and businesses in County identified priority areas and in applying for FFA funds. The CPUC allocated \$10.7 million to the County in FFA funds for Last Mile Broadband infrastructure and service deployment to unserved and underserved areas.

Today's request is approval of and authorization for the Chair to sign an MOU with Comcast for the collaborative pursuit of funding for Broadband deployment projects and for the Chair to sign a Letter of Support for Comcast's FFA grant application to fund Last Mile Broadband deployment projects in the County.

Comcast is not a local vendor. The Company's headquarters are located in Philadelphia, Pennsylvania but the local office is located in Livermore, California.

MEMORANDUM OF UNDERSTANDING NO. 8667
BETWEEN
COMCAST CABLE COMMUNICATIONS, LLC (“COMCAST”)
AND
NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
RELATED TO COMCAST’S APPLICATION FOR FEDERAL FUNDING ACCOUNT
FUNDS ADMINISTERED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION
FOR BROADBAND INFRASTRUCTURE AND SERVICE DEPLOYMENT TO
UNSERVED AND UNDERSERVED AREAS IN NAPA COUNTY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is entered into this _____ day of September, 2023, by and between Comcast Cable Communications, LLC a Delaware limited liability company whose address is 1701 JFK Boulevard, Philadelphia, PA 19103 (hereinafter “Comcast”) and Napa County, a political subdivision of the State of California whose address is 1195 Third Street, Suite 310, Napa, CA 94559 (hereinafter “County”). Comcast and County may individually be referred to as a “Party” or, collectively, as “Parties”.

WITNESSETH, THAT:

WHEREAS, beginning June 8, 2023, the County solicited proposals from prospective partners to pursue and utilize Federal Funding Account (“FFA”) funds to develop broadband infrastructure in priority area(s) within the County (the “Solicitation”);

WHEREAS, Comcast responded to the Solicitation with a proposal dated July 21, 2023 seeking government support for an FFA application to be prepared and submitted by Comcast (the “Proposal”);

WHEREAS, Comcast is an “Eligible Entity” under the FFA Program Rules and Guidelines and has substantial experience designing, building, and operating broadband networks;

WHEREAS, the Parties are committed to closing the digital divide within the County;

WHEREAS, County is able to provide a letter of support or endorsement for inclusion in Comcast’s FFA applications for FFA Funds (collectively, the “Applications”) to be submitted to the California Public Utilities Commission (“CPUC”) as “Application Item 13”;

WHEREAS, the Parties desire to enter into an agreement which sets forth the conditions upon which the County will provide a letter of support or endorsement for inclusion in the Application as “Application Item 13”;

WHEREAS, Comcast will be the named applicant for the Applications; and

WHEREAS, Comcast will prepare and the County will approve the Applications, which must be submitted to the CPUC on or before September 29, 2023, at 4 p.m. PDT, subject to amendment by the CPUC (the “Application Deadline”).

NOW, THEREFORE, the Parties agree as follows:

1. Comcast shall:

- a. Adhere to all commitments, to the extent applicable, made in its Proposal, which is incorporated by this reference into this MOU. Said commitments include, but are not limited to, the payment of California prevailing wages for contract labor and maintenance of insurance sufficient to comply with its statewide franchise.
- b. Prepare and provide the County sufficient time to review and approve the Application.
- c. Take commercially reasonable efforts to timely submit the Applications to the CPUC as the named applicant by the Application Deadline.
- d. If awarded based on the Application:
 - i. Adhere to all commitments made in the FFA application(s) including, but not limited to, the Deployment Schedule and Pricing Commitment.
 - ii. Comply with all terms and conditions of the Broadband Grant.
 - iii. Assume all risks and responsibilities for designing, building, operating, and maintaining the broadband network.
 - iv. Provide County with quarterly progress reports and notify County promptly of any significant project delays or developments.
 - v. Complete the project(s) pursuant to the Application with awarded FFA funds supplemented, if necessary, with Comcast's own, private capital without any funding support from the County.

2. County shall:

- a. Determine which of the following priority area(s) will be included in the Application and whether Comcast shall submit one or multiple applications:
 - i. Rutherford – Area 6
 - ii. Calistoga – Area 7
 - iii. Combined St. Helena and Carneros – Areas 5 and 10C
 - iv. Milliken Creek/Mount George – Area 1
- b. Provide timely review and input on the Applications upon request by Comcast.
- c. Produce a letter of support or endorsement for inclusion in the Applications as "Application Item 13".
- d. Not provide any financial support.

3. Term.

The term of this MOU shall commence on the date first written above and shall continue to the later of the CPUC review period or, if awarded, 36 months from the date of award pursuant submitted Applications.

4. Termination.

- a. This MOU may be terminated by either Party at any time, upon sixty (60) days' written notice by one to the other.

- b. If either Party defaults in its performance, the non-defaulting Party shall promptly notify the defaulting Party in writing. If the defaulting Party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure within such thirty (30) day period, the non-defaulting Party may terminate this MOU.

5. Notices.

Any notice to be given under this MOU shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, via certified mail, and shall be deemed delivered when it is mailed to Comcast or County and addressed as follows:

Comcast: Brian Bottari
Comcast Cable Communications, LLC
3011 Triad Place
Livermore, CA 94551
Brian_Bottari@comcast.com

With a copy to:

Comcast Cable Communications Management, LLC
One Comcast Center
1701 JFK Boulevard
Philadelphia, PA 19103
Attn: Cable Law Department – Operations
Legal_Notices@comcast.com

County: Jon Gjestvang
1195 3rd Street, Suite 310
Napa, CA 94559
broadband@countyofnapa.org

6. California Law.

This MOU shall be subject to and construed in accordance with the laws of the State of California.

7. Amendments.

This MOU may be modified or amended only by a written amendment hereafter entered into between the Parties and signed and dated by both.

8. Severability.

If any provision of this MOU, 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 MOU.

9. Complete Agreement.

This MOU, together with Comcast's Proposal, constitute the full and complete agreement of the Parties with respect to the subject matter hereof.

10. Counterparts.

This MOU 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 MOU was executed by the Parties hereto as of the date first above written.

COMCAST CABLE COMMUNICATIONS, LLC, a
Delaware limited liability company

By 

BETH HESTER,
Vice President, External Affairs

"Comcast"

NAPA COUNTY, a political subdivision of the State of
California

By _____

BELIA RAMOS,
Chair of the Board of Supervisors

"County"

APPROVED AS TO FORM Office of County Counsel By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel Date: <u>September 5, 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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Board of Supervisors

1195 Third St.
Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421

Belia Ramos
Chair

September 12, 2023

California Advanced Services Fund
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Dear CPUC Staff and Commissioners:

The County of Napa (County) is committed to ensuring that its residents and businesses have access to affordable and reliable high-speed broadband services. The County fully supports Comcast's Federal Funding Account (FFA) application to deploy and expand broadband infrastructure across the County.

The County went through an extensive process to select an Internet Service Provider to partner with for the FFA application. The County first issued a Request for Information to garner an overview of provider interests to service identified priority areas of unserved and underserved communities. Second, a Request for Proposal was issued and the process included interviews with individual respondents, County staff, and our broadband consultant.

At the conclusion of the process, it was determined that Comcast was the most qualified candidate for the County to partner with, due to their plan to build a fiber-based solution to the most unserved/underserved residents within the FFA allocation, their ability to meet or exceed speed requirements, their commitment to customer pricing and their willingness to collaborate on a site choice. Enhanced broadband services will enable our residents to take advantage of online resources to assist with homework and other educational opportunities, as well as provide access to job-seeking resources, financial services, telehealth, and other amenities millions of Californians take for granted.

Comcast's application has official support of the County of Napa. Please consider our formal selection process and endorsement of Comcast as you make the award determination.

Sincerely,

Belia Ramos
Chair

Joelle Gallagher
District 1

Ryan Gregory
District 2

Anne Cottrell
District 3

Alfredo Pedroza
District 4

Belia Ramos
District 5



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1371

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Frank Lucido - Engineering Manager
SUBJECT: "Hall of Justice Improvements for Long Term Court Holding," PW 22-30, Budget Transfer

RECOMMENDATION

Director of Public Works requests approval of a Budget Transfer for the following regarding the "Hall of Justice Improvements for Long Term Court Holding," PW 22-30 (4/5 vote required):

1. Increase transfer-out appropriations by \$190,000 in the Accumulated Capital Outlay (ACO), (Fund 3000, Org 3000000, Object 57900) offset by use of its available fund balance to transfer to Project 23013; and
2. Increase Construction Services appropriations by \$190,000 in Project 23013 budget (Fund 3000, Org 3000505, Object 52360) offset by a transfer-in revenue from the ACO.

EXECUTIVE SUMMARY

The County will need to transport inmates from the new replacement jail to a court holding facility near the courts in downtown Napa. The County evaluated various alternatives to accomplish this and determined that the best option for the near term is to make improvements to the existing jail.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Project will be funded by the ACO.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This work is needed to start the design process to convert the jail into a court holding facility once the replacement Jail is constructed.
Is the general fund affected?	Yes
Future fiscal impact:	It is anticipated that there will be a future fiscal impact to complete construction next fiscal year.

Consequences if not approved:	If no improvements are completed, the existing facility could continue to be used; however, at a very high cost because additional staff will be needed to support 24/7 operation of the existing facility.
County Strategic Plan pillar addressed:	Effective and Open Government
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. If a project is proposed at some point, staff will perform CEQA as required.

BACKGROUND AND DISCUSSION

At the July 25, 2022, meeting, the BOS approved \$100,000 in funding to study alternatives for the transport of inmates from the planned replacement jail site to the current court location and to hold the inmates during the day while they are not actually in court. A report titled “Napa County Jail Transition Plan,” was completed on June 14, 2023, that discusses various alternatives such as modifying the existing facility and the construction of new facilities. After reviewing the alternatives, the recommendation from staff is to make improvements to the existing jail facility to convert it to a court holding facility. During the early planning stages of the replacement jail, it was anticipated that the current Ground Floor Housing Unit of the Jail (located in the Hall of Justice basement) could be utilized for court holding. A secure pathway from the vehicle sally port to the Ground Floor Housing Unit exists and will not require major modification. The unit provides an adequate number of holding cells to accommodate inmates awaiting court appearances and provides a direct connection to the basement tunnel which connects to the courthouse. In this configuration, the balance of the jail will need to be modified to allow firefighter access during unoccupied hours. This means replacing high security door locks, modifying the fire alarm system, and installing special key vaults on the exterior of the facility. In addition to these changes, many of the doors will either be removed or modified so they won’t close on firefighters. The existing control room will be relocated to the area that currently serves as Booking. In the new location, officers can assist with door control and inmate movement as needed. Design, bidding, and some construction for this alternative can start prior to the completion of the new jail but much of the construction will have to take place after inmates have been moved. This option has the lowest upfront project cost estimated at \$1,500,000 and is the only option that can be completed in time for the completion of the new jail. To move about 60 inmates through the facility and hold them during the day as they are sequentially moved into court, it is estimated that five correctional officers will be needed. After completion of the project, control staff will no longer be needed to operate doors 24/7 and much of the unused parts of the facility will be put into a mothball state which will save around \$200,000 per year in utility bills.

The \$190,000 budget transfer being requested will give staff the ability to issue a task order to Nacht & Lewis Architects for the design of this project and put it out to bid. Staff will return with a request for advertising approval and a project update. If favorable bids are received, staff will return with a funding request to complete the project and permission to award a construction contract. Plans are also being explored to accommodate court holding in the future if/when the Hall of Justice is demolished and/or repurposed.

Old to New Jail Transition Project Budget, PW 22-30						
Project 23013						8/11/2023
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	\$922,104	\$0	\$0	\$0	0%	\$0
15% Construction Contingency	\$138,316	\$0	\$0	\$0	0%	\$0
Design and Engineering	\$178,880	\$120,000	\$62,980	\$62,980	100%	\$0
Design and Engineering Contingency	\$17,020	\$0	\$17,020	\$0	0%	\$17,020
Lands, TCE, Utility Relocating	\$0	\$0	\$0	\$0	0%	\$0
Construction Management	\$100,000	\$0	\$0	\$0	0%	\$0
County Project Management/Administration	\$120,000	\$50,000	\$20,000	\$20,000	100%	\$0
Special Inspections & Testing	\$20,000	\$20,000	\$0	\$0	0%	\$0
Permits	\$0	\$0	\$0	\$0	0%	\$0
TOTAL	\$1,496,320	\$190,000	\$100,000	\$82,980	0%	\$17,020



Napa County

Board Agenda Letter

1195 THIRD STREET
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Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1447

TO: Board of Supervisors
FROM: Steve Lederer - Director of Public Works
REPORT BY: Frank Lucido - Engineering Manager
SUBJECT: Approval of Plans and Specifications for the Partrick Road Bridge Project, RDS 20-12

RECOMMENDATION

Director of Public Works requests approval of the Plans and Specifications 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 for the Partrick Road Bridge Project, RDS 20-12.

EXECUTIVE SUMMARY

The County is planning to replace the temporary bridge on Partrick Road that was installed after the existing bridge was damaged from the 2014 South Napa Earthquake. The project has recently been approved by FEMA and CalOES and ready to be advertised. Work is expected to be complete in the middle of 2024.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 2040, Org 2040500, Project R8020. Up to 96% of actual costs are expected to be reimbursed from CalOES and FEMA but staff will be requesting the Board to approve the Accumulated Capital Outlay Fund to upfront the entire cost of the project at the time of construction award.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested approval will allow for the solicitation for construction bids and move the project forward toward construction
Is the general fund affected?	No
Future fiscal impact:	Contract award and construction will be in FY 2023-24.
Consequences if not approved:	If not approved the existing crossing could fail in the next earthquake which would cutoff an emergency route.
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

Partrick Road Bridge was constructed in the early 1900’s and the 17-foot-wide bridge served well until it was damaged in the 2014 South Napa Earthquake. To allow for the safe passage of vehicles after the earthquake, rock was placed to stabilize the wing walls and the guardrails were cutoff to make room for a temporary steel truss bridge that was later placed over the top. This temporary bridge does not set on a permanent foundation and needs to be replaced. The permanent repair consists of concrete casted in drilled holes that are capped with a reinforced concrete grade beam/abutment that a new steel truss bridge will set on. The new bridge is 20 feet longer than the temporary bridge which will promote stability and facilitate repairs with minimal road closures, although some closures will be needed. The new bridge has a width of 18 feet which is 1 foot wider than the bridge damaged in the earthquake and approximately the same width as the existing roadway in the area. Although FEMA could have considered the extra width a betterment they did not because the prefabricated bridge is only available in certain standard sizes. County standards for newly constructed bridges is to have 24 feet between the guardrails on the deck but increasing this dimension by 7 feet at the existing site would certainly be considered a betterment by FEMA and make permitting and construction significantly more difficult and costly. FEMA and CalOES have obligated 96% of the \$1,072,764.12 requested for the project. FEMA will not obligate any funding toward contingency prior to construction however and if contingency is needed to deliver the project, the County will later be able to request funding from FEMA and CalOES for these costs as part of the project closure process. After completion of this project, the temporary bridge which was purchased by the County will be retained for use in future emergencies. FEMA has reimbursed the County for use of the temporary bridge and is paying to have it moved to storage.

The Board approved funding to start design for the permanent repair on July 12, 2022, the County later submitted a repair plan to FEMA and received notice from CalOES that it was approved on February 17, 2023. After bid results, staff will return to the Board of Supervisors to request construction award and a budget transfer from the Accumulated Capital Outlay Fund to fund the entirety of the project. Staff recommends approval of the Plans and Specifications and authorization to advertise the project.

Partrick Road Bridge Repair, RDS 20-12
Program R8020

8/9/23

<u>Budget Item</u>	<u>Budget Item Amount</u>	<u>DESIGN PHASE</u>		<u>Appropriation Amount Spent to Date</u>	<u>Appropriation Amount % Spent to Date</u>	<u>Appropriation Amount Balance</u>
		<u>Board Appropriation Request Today</u>	<u>Board Appropriation to date</u>			
Construction	\$687,669	\$0	\$0	\$0	0%	\$0
Construction Contingency*	\$137,534	\$0	\$0	\$0	0%	\$0
Survey, Geotech, Design and Engineering	\$212,866	\$0	\$212,866	\$180,000	0%	\$32,866
Design and Engineering Contingency	\$41,942	\$0	\$41,942	\$0	0%	\$41,942
Construction Management/Inspection	\$137,534	\$0	\$0	\$0	0%	\$0
County Project Management/Administration	\$125,644	\$0	\$80,000	\$50,000	80%	\$30,000
Environmental Monitoring, Inspections and Fees	\$10,000	\$0	\$5,000	\$0	0%	\$5,000
<u>TOTAL</u>	\$1,353,189	\$0	\$339,808	\$230,000	80%	\$109,808

*FEMA will not obligate construction contingency however the County still needs it in the event of unforeseens



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: 9/12/2023

File ID #: 23-1470

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Daniel Basore - Engineering Supervisor

SUBJECT: Agreement between Napa County, GF Carneros Inn, LLC, and Carneros Inn Mutual Water Company for provision of water and wastewater services, and Amendment No. 2 to Professional Services Agreement 200288B with Shah Kawsaki Architects for the Carneros Fire Station Project.

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign the following:

1. Agreement No. 240147B between Napa County, GF Carneros Inn, LLC, and Carneros Inn Mutual Water Company for water and wastewater services via an easement to serve Carneros Fire Station 210 located at 5260 Old Sonoma Road, Napa CA 94559; and
2. Amendment No. 2 to Agreement No. 200288B with Shaw Kawasaki Architects, extending the term of the Agreement an additional year.

EXECUTIVE SUMMARY

The County entered into a Development Agreement (Napa County Agreement No. 8595) with GF Carneros Inn, LLC and Carneros Inn Mutual Water Company on August 17, 2019, which included the conveyance of land for use by County Fire for purposes of a fire facility, and included that potable water and wastewater treatment services be provided by the Inn to the Fire Station. The land conveyance and fire facility construction are complete. The recommended action establishes an easement for the potable water pipeline and wastewater services pipeline and the terms between Napa County and GF Carneros Inn, LLC and Carneros Inn Mutual Water Company for providing water and wastewater services to the fire facility.

Amendment No. 2 to Agreement No. 200288B with Shaw Kawasaki Architects (SKA) to extend the term of the Agreement an additional year is necessary to compensate SKA for work conducted in July of 2023 to prepare the easement documents associated with the above referenced water and wastewater Agreement. No additional funds are requested for the project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted? No

Where is it budgeted?	Not Applicable
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Agreement is necessary to establish the easement and terms between Napa County and GF Carneros Inn, LLC and Carneros Inn Mutual Water Company for water and wastewater services.
Is the general fund affected?	No
Future fiscal impact:	If Carneros Fire Station 210 becomes a fully manned fire facility in the future (currently volunteer) payment terms are set forth in the Purchase Price; Payment section 3 of the Terms of the attached Agreement. Until such time the County will not be billed for water or wastewater services.
Consequences if not approved:	No legal agreement will be in place between Napa County and GF Carneros Inn, LLC and Carneros Inn Mutual Water Company for water and wastewater services.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

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. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, cause substantial adverse change in the significance of a historical resource or extract groundwater in excess of the Phase 1 groundwater extraction standards as set by the Department of Public Works. [See Class 3 (“New Construction or Conversion of Small Structures”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15303; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

BACKGROUND AND DISCUSSION

On August 27, 2019, the Board of Supervisors (BOS) adopted an Ordinance and CEQA exemptions approving a Development Agreement (Napa County Agreement No. 8595) with the Carneros Resort and Spa. The Development Agreement included the conveyance of one-acre of land on the Old Sonoma Road side of the Carneros Resort to the County for use by the County Fire Department. Ongoing negotiations with Carneros Resort resulted in a final parcel configuration of 0.57 acres which adequately meets the County's needs as a suitable site for a future fire facility.

On December 8, 2020, the BOS approved acceptance of a grant deed (Official Record 2020-034345) from GF Carneros, Inn, LLC for a 0.57-acre parcel located along Old Sonoma Road northeasterly of Dealy lane; the Assessor’s Parcel number is 047-110-029-000 and address is 5260 Old Sonoma Road, Napa, CA 94559.

On July 13, 2021, the BOS awarded the Carneros Fire Station 210, PW 20-27 construction contract to R O Construction for their low base bid. Construction was completed on January 18, 2023.

Today's recommended action establishes the easement for the potable water pipeline and wastewater services pipeline and the terms between the Napa County and GF Carneros Inn, LLC and Carneros Inn Mutual Water Company for providing water and wastewater services as well as amends the design contract with SKA for work conducted in July of 2023, to prepare the easement documents.

RECORDING REQUESTED BY:
COUNTY OF NAPA
PUBLIC WORKS DEPARTMENT

AND WHEN RECORDED MAIL TO:
COUNTY OF NAPA PUBLIC WORKS DEPARTMENT
ATTN: DANIEL BASORE
1195 THIRD STREET, ROOM 101
NAPA, CALIFORNIA 94559

"Exempt from Recording Fees GC 27383"

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT BETWEEN NAPA COUNTY, GF CARNEROS INN, LLC,
AND CARNEROS INN MUTUAL WATER COMPANY FOR PROVISION OF
WATER AND WASTEWATER SERVICES**

This Agreement is made and effective as of _____, 2023, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", on the one hand, and GF Carneros Inn, LLC, a Delaware limited liability company (the "Landowner") and Carneros Inn Mutual Water Company, a California corporation doing business as Carneros Mutual Water Company (the "Mutual Water Company"), on the other hand. County, Landowner and Mutual Water Company and their respective successors and Transferees are collectively referred to in this Agreement as the "Parties" and singularly as a "Party."

RECITALS

WHEREAS, on August 27, 2019, the Parties entered into a development agreement (Napa County Agreement No. 8595) (the "Development Agreement") regarding relocation, improvement and construction of various facilities and infrastructure at the Carneros Resort; and

WHEREAS, under the terms of the Development Agreement, Landowner conveyed to the County land on Carneros Resort near Old Sonoma Road for use as a future new fire facility and County agreed to complete construction of a new fire facility; and

WHEREAS, Mutual Water Company provides potable water and wastewater treatment services for property owners within its service boundary; and

WHEREAS, the County has completed construction of the new fire station facility; and

WHEREAS, the Parties have mutually agreed that wastewater and potable water will be provided to the fire station by the Mutual Water Company via an easement for the wastewater and an easement for potable water lines across Landowner's property to the fire facility; and

WHEREAS, the Parties have agreed that the County will be billed for wastewater and potable water at the same rates billed to other property owners within the boundaries of the Mutual Water Company; and

WHEREAS, the Parties desire to memorialize their agreement as set forth below.

TERMS

NOW, THEREFORE, in consideration of the promises of County, Landowner and Mutual Water Company agree as follows:

1. **Term.** 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 Paragraph 9 (Termination for Cause). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Provision of Potable Water and Wastewater Treatment Services.** Mutual Water Company agrees to provide potable water and wastewater treatment services to the County's fire facility (APN 047-110-029-000) at the same rates and fees charged to other property owners within the boundaries of the Mutual Water Company.

3. **Purchase Price; Payment.**

(a) The cost of potable water and wastewater treatment services provided to the County's fire facility shall be based on usage and shall be the same rates as charged to other property owners within the boundaries of the Mutual Water Company as may be reasonably adjusted from time to time by the Mutual Water Company. As of the execution of this Agreement, the Mutual Water Company's rate for sewer service is a flat fee of \$858.60 annually and its current rate for water service is \$12.48 per Unit (1,000 gallons), consisting of a consumption charge of \$10.40 per Unit (or fraction thereof) plus a pumped zone charge of \$2.48.

(b) Mutual Water Company shall be responsible for meter reading. Mutual Water Company shall bill County annually until such time as the fire facility becomes fully manned, after which County shall be billed every six (6) months. County shall pay for service within thirty (30) days of receipt of an invoice.

(c) Notwithstanding the foregoing, Mutual Water Company shall not bill or invoice County for water or wastewater treatment services until such time as the fire facility becomes used by County as a fully manned station rather than a volunteer fire station. County shall notify Mutual Water Company thirty (30) days in advance of the change in the facility's use and occupancy from volunteer to fully manned.

4. **Rights Nontransferable.** County's rights to potable water and wastewater treatment services hereunder are not transferable or assignable, without the express written consent of the Mutual Water Company whose consent shall not be unreasonably withheld.

5. **Easements.** Landowner hereby grants to County an easement across Landowner's property for the installation, operation, maintenance and repair of an underground potable water pipeline and an underground wastewater service pipeline to provide service to the County's fire facility as further set forth in Exhibit "A" and Exhibit "B."

6. **Authority to Contract.** Each party warrants that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.
7. **No Waiver.** Waiver by any party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
8. **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 the 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

Public Works Department
Steve Lederer, Director
1195 3rd Street, Suite #101
Napa, CA 94559

LANDOWNER AND MUTUAL
WATER COMPANY

Greg Flynn
Vice President
4048 Sonoma Highway
Napa, CA 94559

9. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of parties.
10. **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.

11. **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.

(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.

12. **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.
13. **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.
14. **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.
15. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.
16. **Recordation.** County shall record this document in the Official Records of Napa County.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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


GF CARNEROS INN, LLC, a Delaware limited liability company

APPROVED AS TO FORM
GF CARNEROS INN, LLC

By: _____

Kevin Block, Counsel

Date: _____

By: 
Its: Vice-President

By: 
Its: Secretary

“LANDOWNER”


CARNEROS INN MUTUAL WATER COMPANY, a California corporation doing business as Carneros Mutual Water Company

APPROVED AS TO FORM
THE CARNEROS INN MUTUAL
WATER COMPANY

By: _____

Kevin Block, Counsel

Date: _____

By: 
Its: Vice-President

By: 
Its: Secretary

“MUTUAL WATER COMPANY”

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS, Chair
Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: _____

Deputy County Counsel

Date: _____

9/5/2023

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: _____

Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On Aug 22, 2023 before me, Marlene Gonzaga Adamson, a notary public
Date Here Insert Name and Title of the Officer
personally appeared Chad M. Arkoff
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)On Aug 22, 2023 before me, Marlene Gonzaga Adamson, a notary public.
Date Here Insert Name and Title of the Officerpersonally appeared Gregory G. Flynn
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____☐ Partner -- ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Exhibit "A"

Being an easement across portions of the Lands of GF Carneros Inn, LLC described as Tract Four, Parcel One in Grant Deed recorded on June 6, 2014 under Document Number 2014-0011237, Napa County Records, County of Napa, State of California the centerline of said portions described as follows:

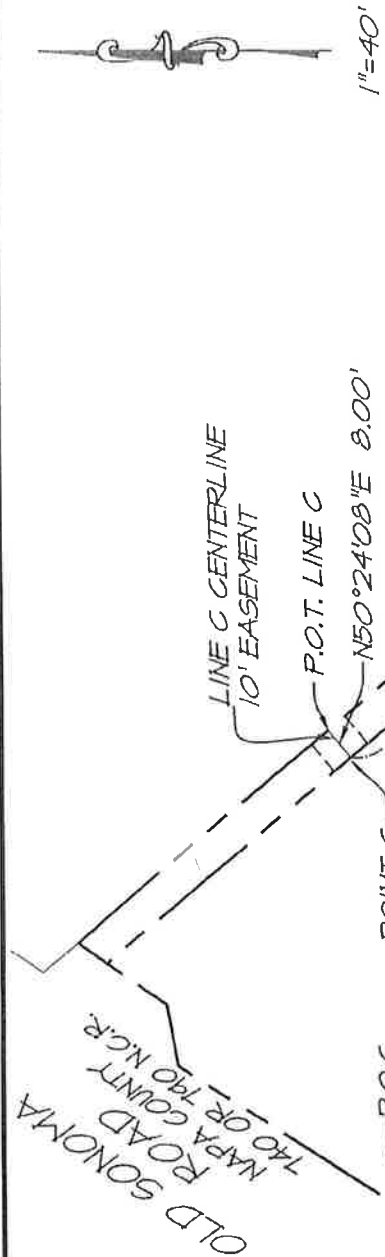
Commencing at the southernmost corner of the land granted to County of Napa recorded on February 24, 1966 in Book 740 of Official Records at Page 790, Napa County Records; thence along the southwestern line of the Lands of Napa County as described in the Grant Deed recorded on December 18, 2020 under Document Number 2020-0034345, Napa County Records, County of Napa, State of California (former Lands of GF Carneros Inn, LLC) South 39° 35' 52" East 285.08 feet; thence North 50° 24' 08" East 85.71 feet; thence North 39° 35' 52" West 18.00 feet to **Point A** being the **Point of Beginning of Line A**, a 10-foot wide easement; thence along the centerline of **Line A**, North 50° 24' 08" East 8.00 feet to the **Point of Terminus of Line A**; thence South 50° 24' 08" West 8.00 feet to **Point A**; thence from **Point A** North 39° 35' 52" West 33.68 feet; thence South 50° 24' 08" West 2.20 feet to **Point B** being the **Point of Beginning of line B** a 10-foot wide easement; thence along the centerline of **Line B** North 39° 35' 52" West 23.00 feet to the **Point of Terminus of Line B**; thence North 50° 24' 08" East 2.20 feet; thence North 39° 35' 52" West 153.87 feet to **Point C** being the **Point of Beginning of Line C** a 10-foot wide easement; thence along the centerline of **Line C** North 50° 24' 08" East 8.00 feet to the **Point of Terminus of Line C**.

The sidelines of Line A and Line C to be shortened or extended to terminate at the northeast boundary of said lands of Napa County, and the northeast lines of the said Lands of GF Carneros Inn, LLC.

The sidelines of Line B to begin and terminate at the boundary of said Lands of Napa County or the northwesterly prolongation thereof.

End Description





BPR PROPERTIES NAPA LLC
2018-0023143
APN 047-100-033

NAPA COUNTY
2020-0034345
APN 047-110-029

DAVID LANGON CONSTRUCTION
2021-0033157
APN 047-110-018

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION



EXHIBIT B

1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707.252.3301
+ WWW.RSACVIL.COM +

RS A⁺

1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707.252.3301
+ WWW.RSACVIL.COM +

RS A⁺ | CONSULTING CIVIL ENGINEERS + SURVEYORS + | 1963

JULY 2023

5217_WLESMT-EX-B | OF 1

**AMENDMENT NO. 2 TO
NAPA COUNTY AGREEMENT NO. 200288
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 of NAPA COUNTY AGREEMENT NO. 200288 is made and entered into as of this September 12th, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Shah Kawasaki Architects, a California corporation, whose mailing address is 570, 10th Street, Oakland, California 94607, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY entered into Napa County Agreement No. 200288, also referred to as Napa County Agreement No. 200288B, with CONTRACTOR on March 24th, 2020, (the “Agreement”) to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Carneros Fire Station hereinafter referred to as “Project;” and

WHEREAS, the parties now desire to extend the term of the Agreement to provide engineering design and support services for the Projects.

TERMS

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

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

Term of the Agreement. The term of this Agreement shall commence on March 24, 2020, and shall expire on July 1, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention).

2. Except as provided in Paragraph 1, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 to Napa County Agreement No. 200288 as of the date first above written.

SHAH KAWASAKI ARCHITECTS

By 
ALAN KAWASAKI, President

By 
PHILIP LUO, Secretary

“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>Shana A. Bagley</u> Deputy County Counsel Date: <u>August 25, 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: _____
------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------



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: 9/12/2023

File ID #: 23-1473

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Amanda Exum, Staff Services Analyst I
SUBJECT: Amendment No. 1 to Professional Services Agreement No. 230464B with Siemens Industry, Inc., and Budget Transfer to increase appropriation.

RECOMMENDATION

Director of Public Works requests the following:

1. Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230464B with Siemens Industry, Inc. to include additional scope of work to complete the migration of the Siemens Control System to the Siemens Desigo System and increase the compensation by \$17,225 in FY23-24, for a new maximum of \$86,833; and
2. Approval of a Budget Adjustment increasing Intangible Assets appropriation by \$17,225 in the Property Management Maintenance Budget (Fund 4300, Org 4300000, Object 55600) offset by use of its available fund balance. (4/5 vote required)

EXECUTIVE SUMMARY

Approval of this Amendment will allow for the completion of the County's heating, ventilation, and air conditioning (HVAC) management system migration from the Siemens Control System to the Siemens Desigo System, a migration that was initiated in FY20/21. Approval of a Budget Adjustment to increase Intangible Assets appropriation by \$17,225 offset by use of its available fund balance is also requested to support the migration.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Budget Adjustment requested for Fund 4300, Org 4300000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To ensure the safe and consistent operation of HVAC control systems in County owned buildings.
Is the general fund affected?	No

Future fiscal impact:	The maintenance Agreement will continue to be budgeted in the Property Management budget. The migration project will be completed in FY23/24.
Consequences if not approved:	If not approved, County buildings with the Siemens HVAC management systems will not have vital system migration completed.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Since 2003, Siemens Industry, Inc. (formerly Siemens Building Technologies, Inc.) has provided specialized services relating to technical support for the HVAC control equipment located in multiple County owned facilities. The control systems and software include several proprietary and technical components requiring Siemens technical expertise to troubleshoot and fix problems within the HVAC controls. Like other building systems, preventive maintenance programs are necessary to keep systems operational and to protect the County's building assets.

On June 27, 2023, the Board awarded a sole source contract and approved a professional services agreement with Siemens Industry, Inc., effective July 1, 2023, with a maximum compensation amount of \$69,608 for FY23-24, \$77,668 for FY24-25, and \$79,912 for FY25-26.

Work to upgrade and migrate the County's HVAC management system from the Siemens Control System to the Siemens Desigo System was initiated under a prior Agreement with Siemens (Amendment 4 to Agreement No. 170267B that expired on June 30, 2023). However, the software migration work was not completed prior to Agreement expiration. The migration is now slated for completion in FY23-24 and additional funding is needed to complete the work.

Today's action will approve the additional scope of work to the Agreement to allow for completion of work to migrate the Siemens Control system to the Siemens Desigo System in FY23-24 and increase maximum compensation by \$17,225 to complete such work. The requested budget transfer will increase appropriation in Intangible Assets account in the Property Management budget, offsets by its available fund balance.

**NAPA COUNTY AGREEMENT NO. 230464B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230464B 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 SIEMENS INDUSTRY, INC., a Delaware corporation, whose mailing address is 100 Technology Drive, Alpharetta, GA 30005, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230464B entered into as of June 27, 2023 (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide specialized technical support for the Siemens Desigo System (a heating, ventilation, and air conditioning (HVAC) management system in various County owned and operated buildings; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to include an additional scope of work related to the completion of system migration to the Siemens Desigo System and to increase maximum compensation for fiscal year 23/24 to accommodate this work.

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 “A-1” is added to the Agreement as an additional scope of work.

2. Paragraph 2, “**Scope of Services**” is hereby amended to read in full as follows:

2. Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” and Exhibit “A-1”, attached hereto and incorporated by reference herein for the sole purpose of defining the scope of work and not to include or incorporate the terms and conditions set forth therein.

3. 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 “A” and Exhibit “A-1”, attached hereto and incorporated by reference herein for the sole purpose of setting forth the rates associated with the scope of work provided pursuant to this Agreement.

(b) Expenses. 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 “A” and Exhibit “A-1.”

(c) Maximum Amount for Services Identified in Exhibit “A”. 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
FY23/24	\$49,608	\$20,000	\$69,608
FY24/25	\$52,668	\$25,000	\$77,668
FY25/26	\$54,912	\$25,000	\$79,912

(d) Maximum Amount for Services Identified in Exhibit “A-1”. Notwithstanding subparagraphs (a), (b), and (c), the maximum payments under this Agreement for the services set forth in Exhibit “A-1” shall be SEVENTEEN THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND FIFTY-ONE CENTS (\$17,224.51); 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. Work performed under Exhibit “A-1” shall be completed in fiscal year 23/24.

4. Paragraph 4 “**Method of Payment**”, item (d) is hereby amended to read in full as follows:

4. Method of Payment.

(d) CONTRACTOR shall submit invoices not more often than quarterly for routine work related to Exhibit “A” and not more than monthly for non-routine work related to Exhibit “A” and all work related to Exhibit “A-1” 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 “B”.

5. **Counterparts.** This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

6. **Electronic Signatures.** This Amendment No. 1 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. 1 and shall have the same force and effect as a manually executed original.

7. Except as provided in paragraphs 1 through 6 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

SIEMENS INDUSTRY, INC.

By _____
JOSH FOSSON, Branch General Manager

By _____
MIRIAM BORRELLI, Finance Manager

"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>August 14, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

Napa Migration Completion Scope

CONTRACTOR shall provide COUNTY with the following work to complete the system migration to the Siemens Desigo System.

1. Correct item in the graphics that have errors, this is a continuation of the previous work in the Desigo system.
2. Verify links on all pages in the Desigo system and make correction as needed.
3. Install Data mate Advanced software on the Desigo system before shutting down the Insight system. This is to be able to migrate information from the Insight server to the Desigo Server.
 - a. This software will also be used for the relocation of the IP address from Insight to Desigo Server.
4. Create a host file for the relocation of the Insight IP address that are currently 172.x.x.x to the Desigo server.
 - a. No change in physical IP address will be required.
 - b. Verify with Napa County that the routing of the IP address is changed from Insight to Desigo.
 - c. Verify all IP address on the Desigo system and that all data in Desigo is valid.
 - d. Verify network routing with County IT personnel, this will be onsite with Specialist and county IT personnel.
 - e. All 10.x.x.x address to remain in the Desigo Server and has no effect on the Insight server.
5. Verify after IP address from Insight to Desigo are completed that data from all existing building is registered in the system.
6. Provide 1 full day of training on the completed system.
7. All scheduling will be coordinated with County personnel after execution of Amendment No. 1.

Maximum payments under Exhibit “A-1” shall not exceed \$17,224.51. Work related to Exhibit A-1” shall be completed in fiscal year 23/24.



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: 9/12/2023

File ID #: 23-1492

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Sonja El-Wakil, Associate Engineer
SUBJECT: Award of Contract for Mt. Veeder Road MPM 6.25 Slide Repair Project, RDS 23-24 and Amendment #1 to Professional Services Agreement No. 230255B

RECOMMENDATION

Director of Public Works requests the following:

1. Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230255B with Cal Engineering & Geology, reassigning the contract to Haley & Aldrich, Inc., and increasing annual maximum compensation by \$450,000 for a new annual maximum of \$750,000;
2. Award of a construction contract for the "Mt. Veeder Road MPM 6.25 Slide Repair Project," RDS 23-24, to Rehak General Engineering, LLC of Auberry, California, for their low bid of \$672,690, and authorization for the Chair to sign the construction contract; and
3. Approval of a Budget Adjustment for the following (4/5 vote required):
 - a. Increase Transfer Out appropriations by \$390,716 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000, Object 56100) offset by use of available fund balance to be transferred to Mt. Veeder Road MPM 6.25 Slide Repair Project (Fund 2040, Org 2040500, Project 23036); and
 - b. Increase Construction Services appropriations by \$390,716 in Mt. Veeder Road MPM 6.25 Slide Repair Project (Fund 2040, Org 2040500, Project 23036, Object 52360) offset by transfer-in revenue from ACO.

EXECUTIVE SUMMARY

The Storm events that occurred in January and March 2023, lead to damage on Mt. Veeder Road at mile post marker (MPM) 6.25 from slide activity. The failure on the downhill slope collapsed the road and resulted in a partial closure. The proposed project scope consists of constructing a retaining wall on the downhill slopes and repair the road section for full access for the public.

Bids were opened on August 24, 2023, with the lowest bid of \$672,690 from Rehak General Engineering, LLC of Auberry, CA. Staff recommends that the Board award the construction contract and approve the proposed budget transfer from the ACO to fully fund the project.

Additionally, staff is requesting approval of an Amendment with Haley & Aldrich, Inc. / Cal Engineering & Geology (Consultant) who currently have an on-call contract for construction management services. As of one

month into the new Fiscal Year 2023-2024, the Consultant has reached roughly 90% of the allowed annual limit due to two other slide repair projects they are providing on-call services for, and their services are needed for today's proposed construction contract.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The initial funding of \$1.0M originated from the General Fund Non-Departmental budget (Fund 1000, org 1050000). Additional funds of \$390,716 are requested at this time from the Accumulated Capital Outlay budget (Fund 3000, Org 3000000) to fully fund the project. Due to the necessity to design and construct this project to re-establish two-way vehicular access through Mt. Veeder Road. There is no State or Federal funding for this project at this time, however, staff members are currently pursuing possible reimbursement from State and Federal agencies.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repair of slide on Mt. Veeder Road at mile post marker 6.25 is necessary to re-establish two-way access to both emergency and public traffic. Also, the County currently does not have the resources or capacity in-house for the necessary construction management of this project.
Is the general fund affected?	Yes
Future fiscal impact:	The project is estimated to be completed this fiscal year with general future roadway maintenance funded by the Roads budget. The increase of the on-call contract will be funded by the various project budgets tasked to it.
Consequences if not approved:	The road will remain closed and will not allow emergency or public through access.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR

§15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

BACKGROUND AND DISCUSSION

On April 4, 2023, the Board of Supervisors (Board) ratified a Proclamation of a Local Emergency for the Late Winter Storm Events that began on March 21, 2023. The proclamation included funding of \$1,000,000 for Mt. Veeder MPM 6.25 slide repairs and funding for other various slide repairs, and roadside debris storm cleanup projects at the same time.

Through a qualifications-based process, the County selected Miller Pacific Engineering Group (MPEG) as the most qualified firm for the design of this project. The proposed design solution will construct a retaining wall on the downhill section of the road to stabilize the slide, rebuild the road section, and restore the existing drainage facilities. Construction is anticipated to begin in mid-September 2023 and completed in December 2023.

Due to the emergency status of this project, a formal approval of plans and specifications was not required from the Board. Accordingly, to expedite the repairs, staff advertised for the solicitation of bids for construction on July 27, 2023.

On August 24, 2023, bids were opened (the bid results are attached). Staff recommends award of the construction contract to Rehak General Engineering, LLC of Auberry, CA for their low base bid of \$672,690. Based on the low bid, the total project budget with construction, engineering design, construction management, project management, special inspection and contingency is \$1,390,716. Staff is currently pursuing the availability of possible reimbursement from State and Federal agencies.

Therefore, staff recommends the Board award the proposed construction contract to Rehak General Engineering, LLC, and approve the proposed budget transfer of \$390,716 from the Accumulated Capital Outlay to fully fund this project.

Rehak General Engineering, LLC is not a local vendor. The Public Contract Code requires that the construction contract be awarded to the lowest responsible bidder regardless of whether the low bidder is local or not. Staff outreach to the local construction contractor community included advertising the request for bids in the Napa Valley Register, the Solano-Napa Builder's Exchange and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Through a qualifications-based process, Cal Engineering & Geology (CE&G) was interviewed and selected for the short list and to receive an on-call professional services agreement (Agreement #230255B) with Napa County. Due to the various slide repair emergency maintenance projects within Napa County Public Works from the 2023 storm event, Public Works does not currently have the necessary staffing resources available to complete the repairs and is utilizing the on-call contract with CE&G. However, CE&G has already reached 90% of available annual limits within Fiscal Year 2023 - 2024 due to their services being utilized on two other emergency slide repair projects currently under construction. Their scope will continue to include geotechnical engineering, materials testing, and construction inspection support on-call services needed for various project work. Additionally, CE&G has recently been bought by Haley & Aldrich, Inc. The same core team will provide services to the County, though billing will now be paid to Haley & Aldrich, Inc. The new amendment increases the annual limit from \$300,000 to \$750,000 and reassigns the contract to Haley & Aldrich, Inc.

AMENDMENT NO. 1
TO
NAPA COUNTY AGREEMENT NO. 230255B
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment”) **OF NAPA COUNTY AGREEMENT NO. 230255B** is made as of this 12th day of September 2023, by and among NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and CAL ENGINEERING & GEOLOGY, a California corporation, whose business address is 785 Ygnacio Valley Road, Walnut Creek, California, 94596, hereinafter referred to as “CONTRACTOR,” and HALEY & ALDRICH, INC., a Delaware corporation, whose mailing address is 70 Blanchard Road Suite 204 Burlington, MA 01803, hereinafter referred to as “ASSIGNEE,” and collectively referred to as “Parties.”

RECITALS

WHEREAS, by Napa County Agreement No. 230255B (hereinafter referred to as “Agreement”), COUNTY engaged the services of CONTRACTOR to obtain specialized services, as authorized by Government Code section 31000, in order to provide geotechnical engineering, materials testing, and construction inspection support services for various projects for Napa County; and

WHEREAS, pursuant to Exhibit “G,” attached hereto and incorporated herein by this reference, COUNTY has been notified that CONTRACTOR has been acquired by ASSIGNEE, and CONTRACTOR’s name shall be changed to ASSIGNEE’s name effective December 30, 2022; and

WHEREAS, the assignment of the Agreement to ASSIGNEE will not result in any interruption of services for COUNTY, and ASSIGNEE will maintain CONTRACTOR’s current office; and

WHEREAS, ASSIGNEE and CONTRACTOR have requested that COUNTY consent to the assignment in writing; and

WHEREAS, CONTRACTOR, and ASSIGNEE agree to assign the Agreement from CONTRACTOR to ASSIGNEE and COUNTY consents to the assignment; and

WHEREAS, the Parties now desire to amend the Agreement to modify and add to the Scope of Work of the Project and increase the compensation to reflect such changes.

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

1. The record of the assignment of Agreement, attached hereto as Exhibit “G,” is hereby added to the Agreement and incorporated by this reference.

2. As of December 30, 2022, all references in the Agreement and this Amendment to “CONTRACTOR” shall be interpreted to mean “ASSIGNEE.”

3. As of December 30, 2022, all payments made by COUNTY under the Agreement shall be rendered to ASSIGNEE and no payments shall be rendered to CONTRACTOR.

4. Subparagraph (c) of Paragraph 3 of the Agreement is amended to read in full as follows:


(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

5. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 1 to Napa County Agreement No. 230255B was executed by the parties hereto as of the date first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]


CAL ENGINEERING & GEOLOGY


By 
PHILLIP GREGORY, President

By 
KIMBERLEY COLEMAN, Controller

“CONTRACTOR”

HALEY & ALDRICH, INC., a Delaware
Corporation

By 
PATRICIA MCKEE, Secretary

By 
SCOTT ZORN, West Business Unit Manager

“ASSIGNEE”

NAPA COUNTY, a political subdivision of
the State of California

By _____
BELIA RAMOS, Chair
Board of Supervisors

“COUNTY”

<p>“COUNTY”APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 23, 2023</u></p> <p>PL No.: 99299</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 "G"

LETTER ADVISING CHANGE OF OWNERSHIP



Haley & Aldrich and Cal Engineering & Geology Plan to Join Forces, Enhancing Geotechnical and Environmental Services for California Clients and Communities

December 01, 2022 09:10 AM Eastern Standard Time

BURLINGTON, Mass.--(BUSINESS WIRE)--Haley & Aldrich, a national environmental and engineering consultancy, announced today it is acquiring Cal Engineering & Geology (CE&G), a Northern California-based geotechnical engineering consultancy. Together, CE&G and Haley & Aldrich will effectively support the renewal of important infrastructure and work to prepare communities and businesses for a resilient future.

The acquisition unites Haley & Aldrich's nationwide environmental and geotechnical engineering expertise — which includes extensive seismic and resilience engineering experience — with CE&G's regional geotechnical water infrastructure, transportation, and municipal practices. This combination strengthens both firms' abilities to help clients address pressing geotechnical, environmental, and sustainability issues, taking projects from planning through design and implementation.

"California has significant climate change and environmental challenges as well as ambitious improvement goals for its aging infrastructure," said Shawn Fiore, Haley & Aldrich's president and CEO. "With our combined expertise and presence in the state, we can provide the leadership needed to address those challenges and help our clients and communities prepare for a more resilient future."

CE&G's clients will gain access to Haley & Aldrich's nationwide team of more than 800 environmental and geotechnical consultants, who offer wide-ranging market experience as well as service capabilities that include emerging contaminant investigation and remediation, deep foundation design, water resource protection and development, and resilience engineering. Haley & Aldrich clients will benefit from CE&G's in-depth California geotechnical and geo-civil expertise, as well as its cutting-edge remote sensing and applied-geographic information systems modeling.

"Both Haley & Aldrich and CE&G appreciate innovation and technical excellence as essential to creating pragmatic, sustainable solutions for California's unique leadership role in developing resilient communities," said Phil Gregory, CE&G's president and CEO. "Our companies fit together not just because of our complementary services but because we both believe in truly listening to clients and then finding and implementing a course of action that meets their big-picture goals."

About Haley & Aldrich

Haley & Aldrich, Inc. is committed to delivering the value our clients need from their capital, operations, and environmental projects. Our one-team approach allows us to draw from our more than 800 engineers, scientists, and constructors in 35 offices for creative collaboration and expert perspectives. Since our founding in 1957, we have had one goal in all we do:

to deliver long-term value efficiently, no matter how straightforward or complex the challenge. Visit haleyaldrich.com.

About Cal Engineering & Geology

Established in 1993, Cal Engineering & Geology, Inc. (CE&G) is a full-service geotechnical and civil consulting, design, construction management, and inspection firm headquartered in Walnut Creek, California, and maintains offices in Hayward and San José, California. CE&G has a 29-year track record of working with public and private industry clients throughout Northern California, completing more than 400 infrastructure improvement and renewal projects. Visit caleng.com.

Contacts

Media

media@haleyaldrich.com

RDS 23-24 Mt. Veeder Rd. MPM 6.25 Slide Repair Project
Bid Opening: 8/24/2023

BIDS RECEIVED

Bidder: Rehak General Engineering of Auberry, CA
Bid: \$672,690.06

Bidder: E. E. Gilbert Construction, Inc. of Martinez, CA
Bid: \$686,575.17

Bidder: Northwest Demolition Inc. of San Francisco, CA
Bid: \$741,755.00

Bidder: Rege Construction, Inc. of Cloverdale, CA
Bid: \$797,478.00

Bidder: Granite Rock Company of San Jose, CA
Bid: \$1,221,011.50

Mt. Veeder MPM 6.25 Slide Repair Project, RDS 23-24

Board of Supervisors meeting date: 9/12/2023

CONSTRUCTION PHASE

Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Appropriation Amount % Spent to Date	Appropriation Amount Balance
Emergency Repairs, FEMA Cat A (complete)	\$77,110	\$0	\$77,110	\$77,110	100%	\$0
Construction, FEMA Cat C	\$672,690	\$47,543	\$625,147	\$0	0%	\$625,147
Contingency	\$168,173	\$168,173	\$0	\$0	N/A	\$0
Design	\$196,840	\$0	\$196,840	\$140,726	71%	\$56,114
Construction Mngmt	\$175,000	\$175,000	\$0	\$0	N/A	\$0
County Project Management/Administration/RFQ	\$100,904	\$0	\$100,904	\$0	0%	\$100,904
TOTAL	\$1,390,716	\$390,716	\$1,000,000	\$217,835	22%	\$782,165

OK

NAPA COUNTY AGREEMENT NO. 240140B

CONSTRUCTION CONTRACT

THIS AGREEMENT ("Contract"), is made and entered into as of this **12th** day of **September, 2023**, by and between **NAPA COUNTY** a political subdivision of the State of California, hereinafter referred to as "County," and **Rehak General Engineering, LLC**, whose mailing address is **31825 Auberry Rd. Auberry, CA 93602**, hereinafter referred to as "Contractor."

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor's own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors acting by and through its Public Works Director, that project known as **MT. VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24**, which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications ("Plans") entitled **MOUNT VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24**, the Bid submitted by Contractor ("Bid Proposal"), the Special Provisions, and the 2018 Standard Specifications of the State of California Department of Transportation ("Standard Specifications"). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

ARTICLE II. County hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the materials and to do the work according to the terms and conditions herein contained for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth herein, and both parties hereby agree, for themselves, their heirs, executors, administrators, successors, and assigns, to full performance of the covenants contained herein.

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not be deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:

///

MOUNT FEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24

BID SCHEDULE

BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
A. GENERAL CONDITION					
A.1	Mobilization	LS	1	60,000.00	60,000.00
A.2	Clearing And Grubbing	LS	1	40,000.00	40,000.00
A.3	Traffic Control	LS	1	30,000.00	30,000.00
A.4	Erosion And Sediment Control	LS	1	20,000.00	20,000.00
B. ROADWAY, DRAINAGE AND MISC ITEMS					
B.1F	Roadway Excavation (including Pavement Removal and Disposal)	CY	113	90.00	10,170.00
B.2F	Sawcut	LF	98	80.00	7,840.00
B.3	Hot Mix Asphalt (Type A)	TON	84	350.00	29,400.00
B.4F	Pavement Grinding (2 inch)	SQFT	930	10.00	9,300.00
B.5	Class 2 Aggregate Base	CY	77	90.00	6,930.00
B.6	MGS, Caltrans A77P2, Type 11D Layout with Reflectors	LF	75	330.00	24,750.00
B.7	End Treatments "Soft Stop TL-2" (51' Long)	EA	2	5,500.00	11,000.00
B.8F	Cable Railing	LF	94	175.00	16,450.00
B.9	Double Yellow 4" Thermoplastic Traffic Stripe (Detail 21)	LF	180	50.00	9,000.00
B.10F	Off haul Soil (Surplus Material)	CY	180	50.00	9,000.00
B.11	Caltrans Type G1 Inlet with Concrete apron	EA	2	10000.00	20,000.00
B.12	Concrete Ditch	LF	94	100.00	9,400.00
B.13	12" CMP	LF	62	160.00	9,920.00
B.14	Edge Drain T Spreader	EA	2	2,500.00	5,000.00
B.15	18" Edge Drain	LF	94	50.00	4,700.00
B.16F	Geo-composite Drain (Grade Beam)	SQFT	890	10.00	8,900.00
B.17	Lightweight Aggregate (Lava Rock)	CY	120	175.00	21,000.00
B.18F	Subdrain Excavation	CY	29	90.00	2,610.00
B.19F	Subdrain Filling with Permeable Material	CY	29	180.00	5,220.00
B.20F	Subdrain Filter Fabrics	SQFT	1360	7.00	9,520.00
B.21F	Subdrain Pipe	LF	105	90.00	9,450.00
B.22F	AC Dike	LF	20	200.00	4,000.00
B.23F	Rock Slope Protection Class III 150lb Method B	CY	20	250.00	5,000.00
B.24F	Rock Slope Protection Fabric (Class 8)	SQFT	400	8.00	3,200.00

CC-2

PL No. 95351

'F' Denotes Final Pay Items.
All work in these special provisions including plans and specifications will be covered by the above line items and totals provided by contractor.

C. CONCRETE					
C.1F	Structure Excavation	CY	152	135.00	20,520.00
C.2F	Structure Backfill	CY	73	205.00	14,965.00
C.3F	24" Cast-In-Drilled Hole Concrete Piling	LF	320	140.00	44,800.00
C.4F	Structural Concrete (Grade Beam)	CY	80	1275.00	102,000.00
C.5F	Bar Reinforcing Steel (Cast-In-Drilled Hole Pile)	LB	21100	2.50	52,750.00
C.6F	Bar Reinforcing Steel (Grade Beam)	LB	23930	1.50	35,895.00
TOTAL BASE BID: \$672,690.00					
TOTAL BASE BID (WRITTEN):					
SIX HUNDRED SEVENTY-TWO THOUSAND, SIX HUNDRED NINETY AND 00/100 DOLLARS					

IN WITNESS WHEREOF, this Contract was executed by the parties hereto as of the date first set forth on page 1 of this Contract.

CONTRACTOR'S BUSINESS NAME

By Thomas Rehak, Owner
Rehak General Engineering, LLC
"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>[Signature]</u> Deputy County Counsel Date: <u>9/7/2023</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: _____
-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------

NOTE: The signatures of those executing for the Contractor must be acknowledged by a Notary Public. If a corporation, this document must be signed by two corporate officers in accordance with Corporations Code section 313. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: 9/14/23
 Document Date: _____
 Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
 Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____
 Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer is Representing: _____

OPTIONAL

Place Notary Seal and/or Stamp Above

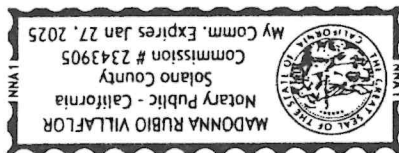
Signature

Signature of Notary Public

WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



State of California } NAPA
 County of _____
 On SEPTEMBER 6, 2022 before me, MADONNA RUBIO VILLALOBOS, a notary public
 Date THOMAS J. KENTAK
 Here Insert Name and Title of the Officer
 Name(s) of Signer(s) _____ personally appeared

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NAPA COUNTY
BOND NO. 24258372
LABOR AND MATERIAL BOND PREMIUM INCLUDED WITH
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, Rehak General Engineering, LLC, whose address is 31825 Auberry Road, Auberry, CA 93602 as Principal, and The Ohio Casualty Insurance Company, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all material men, persons, companies or corporations furnishing materials, provisions, provider or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of Six Hundred Seventy-Two Thousand, Six Hundred Ninety and 00/100 Dollars (\$672,690.00) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with NAPA COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: MT. VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT,

RDS 23-24.

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

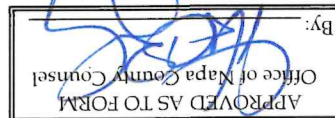
THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be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

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

SEALED with our seals and dated this 28th day of August, 2023.

Principal (Contractor): Rehak General Engineering, LLC
By: _____
By: _____
Surety: The Ohio Casualty Insurance Company
By: _____
Blake A. Pfister, Attorney-in-Fact
By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public



LABOR AND MATERIALS BOND
LM-2

PL No. 95354

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On August 28, 2023 before me, Lianne Nahina, Notary Public
Date
Blake A. Pfister personally appeared
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Lianne Nahina
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: Bond 24258372
Title or Type of Document: 1
Number of Pages: 1
Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

Corporate Officer — Title(s):

Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Individual

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer is Representing: The Ohio Casualty Insurance Company

Signer is Representing:

☐ Other:

☐ Trustee

☐ Guardian or Conservator

☐ Individual

☐ Attorney in Fact

☐ Partner — ☐ Limited ☐ General

Corporate Officer — Title(s):

Signer's Name:



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206123 - 972023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of August, 2021.

By:
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
David M. Carey, Assistant Secretary



State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of August, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

By:
Teresa Pastella, Notary Public

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries



This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Board, the Chairman, the President or by the officer or officers granting such power or authority. President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Corporation authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023.

By:
Renee C. Llewellyn, Assistant Secretary



For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CIVIL CODE § 1189

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of } Fresno

Date

9/1/2023

before me,

Here Insert Name and Title of the Officer

Shannon Johnson, Notary Public

personally appeared

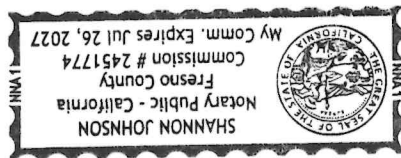
Name(s) of Signer(s)

Thomas Lehar

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Robert and Marlene Bong

Title or Type of Document:

Document Date: 8/28/2023

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____
 Signer is Representing: _____

BOND NO. 24258372
PREMIUM: \$20,181

NAPA COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, Rehak General Engineering, LLC, whose address is 31825 Auberry Road, Auberry, CA 93602 as Principal, and The Ohio Casualty Insurance Company, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto NAPA COUNTY, a political subdivision of the State of California, as Oblige, in the full sum of Six Hundred Seventy-Two Thousand, Six Hundred Ninety and 00/100 Dollars (\$672,690.00) lawful money of the United States of America, to be paid to the said Oblige, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that, whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Oblige to do and perform the following work, to-wit: MOUNT VEEDER ROAD MPM 6.25 SLIDE REPAIR PROJECT, RDS 23-24 as is more specifically set forth in said contract, to which contract reference is hereby made.

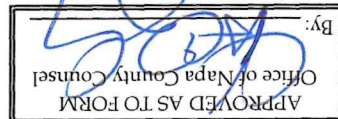
NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise it shall remain in full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

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

SEALED with our seals and dated this 28th day of August, 2023.

Principal (Contractor): Rehak General Engineering, LLC Surety: The Ohio Casualty Insurance Company
By: [Signature] By: [Signature]
By: _____
By: Blake A. Pfister, Attorney-in-Fact

Signatures for Principal and Surety must be acknowledged before Notary Public



PERFORMANCE BOND
PB-1

PL No. 95354

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On August 28, 2023 before me, Lianne Nahina, Notary Public
Date
personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature
Lianne Nahina
Signature of Notary Public



Place Notary Seal Above

OPTIONAL
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Bond 24258372
Number of Pages: 1
Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)
Signer's Name: Blake A. Pfister
Corporate Officer - Title(s):
☐ Partner - ☐ Limited ☐ General
☒ Attorney in Fact
☐ Individual
☐ Trustee
☐ Other:
Signer is Representing: The Ohio Casualty Insurance Company
Signer's Name:
Corporate Officer - Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Individual
☐ Trustee
☐ Other:
Signer is Representing:



Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206123 - 972023

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of Mission Viejo state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of August, 2021.

By: [Signature]
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



On this 11th day of August, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries



This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:
ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.
ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.
I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2023.

By: [Signature]
Renee C. Llewellyn, Assistant Secretary



For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Performance Bond
Document Date: 8/28/2023
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____
☐ Other: _____
☐ Trustee
☐ Guardian or Conservator
☐ Individual
☐ Attorney in Fact
☐ Partner – ☐ Limited ☐ General
☐ Corporate Officer – Title(s): _____
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

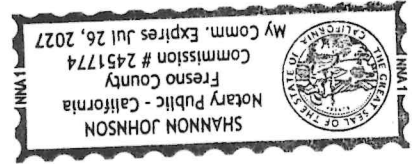
Signer's Name: _____
Signer is Representing: _____

Number of Pages: 1

OPTIONAL

Place Notary Seal and/or Stamp Above

Signature Shannon Johnson
Signature of Notary Public



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

State of California }
County of Fresno
On 9/1/2023 before me, Shannon Johnson, Notary Public
Date
Here Insert Name and Title of the Officer
Name(s) of Signer(s) Thomas Rehak
personally appeared

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ACKNOWLEDGMENT



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: 9/12/2023

File ID #: 23-1499

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: Approval of Airport Non-Commercial Land Lease Agreement No. 240056B with Jessica Sanders

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to execute a non-commercial land Lease Agreement No. 240056B with Jessica Sanders for available land owned by Napa County Airport for the purpose of grazing cattle for the term of July 1, 2023 through June 30, 2028 for \$5,564 per year (4/5 vote required).

EXECUTIVE SUMMARY

Approval of this Lease Agreement No. 240056B will provide available land at the Napa County Airport for the grazing of cattle. The available Airport land along Green Island Rd has been used by the Sanderses for cattle grazing since 2001, through sub-lease with Napa Sanitation District, and directly with Napa County since 2012 with previously executed Land Lease No. 7822.

Jessica Sanders, daughter of now deceased, former lessee Shari Sanders, requests a new land lease with similar terms for the sole purpose of grazing cattle on 120.02 acres of Airport available land. The five (5) year term of the lease will commence on July 1, 2023 through June 30, 2028 for the amount of \$5,564, increasing annually based on Consumer Price Index (CPI), and paid annually to the Napa County Airport.

This lease of airport property is authorized by Government Code section 25536, subdivision (a), and requires a four-fifths (4/5) vote.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport Enterprise Fund Revenues (Fund 5010; Org 5010000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This lease will provide a continued revenue source for the Napa County Airport and allow the tenant to utilize the acreage for the grazing of cattle.

Is the general fund affected?	No
Future fiscal impact:	Revenues will continue to be budgeted for the term of the lease agreement.
Consequences if not approved:	The Airport Enterprise Fund would not be able to take advantage of increased revenues and continue to maintain the land, resulting in increased maintenance costs to the Operations budget.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Napa Sanitation District was a tenant of the Napa County Airport from January 1991 to April 2012 through County Agreement 2995 for the Agricultural use of vacant Airport land.

Shari Sanders was a sub-tenant of the Napa Sanitation District from April 2001 through April 2012 for the sole purpose of grazing cattle on land leased from the Airport. In 2012, Napa Sanitation District chose to discontinue their lease with the Airport. Since the land was still available, Shari Sanders entered into Land Lease Agreement No. 7822 with the Napa County Airport for cattle grazing and has continued tenancy with Amendment No.1 in 2015, and Amendment No. 2 in 2016, which provided for automatic annual renewals.

After Shari Sanders passed away, her daughter, Jessica Sanders, requested a new Land Lease Agreement No. 240056B with similar terms for continued cattle grazing. The total available acreage remains 120.02 Acres of undeveloped Airport property to the south along Green Island Rd.

Approval of the lease will provide revenue to the Airport Budget of \$5,564 annually based on forty-six dollars and thirty-six cents (\$46.36) per acre per year. The lessee will be permitted only to graze cattle and may be restricted where inconsistent with Federal Aviation Administration (FAA) regulations. Fencing will be the responsibility of the lessee and only healthy cattle will be brought to the grazing area. The Airport benefits from reduced maintenance costs by no longer being responsible for mowing the affected area, which would otherwise be required for fire protection. The term of the lease is July 1, 2023 through June 30, 2028 for a total of five (5) years. An annual Consumer Price Index (CPI) increase in the rental rate may be made each year following the first year.

The Board of Supervisors is authorized to lease property devoted to or held for ultimate use for airport purposes without further compliance with the otherwise applicable statutes related to the lease of real property found in the Government Code; to do so, the Board must authorize this lease by a four-fifths (4/5) vote. (Gov. Code sec. 25536, subd. (a).)

NAPA COUNTY AGREEMENT NO. 240056B

LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement") 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 Jessica Sanders, of American Canyon, California, hereinafter collectively referred to as "Lessee".

RECITALS

WHEREAS, County is the owner of the Napa County Airport ("Airport"), a general aviation airport located within the unincorporated area of the County of Napa; and

WHEREAS, County has land available at the Airport, more particularly described in Paragraph 2 below, which is available for the grazing of cattle; and

WHEREAS, County previously leased land to Shari Sanders for the sole purpose of grazing cattle through Napa County Lease Agreement Number 7822, effective August 14, 2012, and two subsequent amendments dated October 20, 2015 and June 21, 2016 and

WHEREAS, prior lessee Sheri Sanders has passed away and her daughter, Jessica Sanders, desires to lease from County, and County is willing to lease to Lessee Jessica Sanders for the grazing of cattle designated herein below as "Leased Premises".

TERMS

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and provisions contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Description of Leased Premises. The Leased Premises is comprised of that 120.02 acres of land located on Napa Airport Property off of Green Island Road and further described in Exhibit "A" and visually depicted in Exhibit "A-1" and "A-2" attached hereto and incorporated by reference herein.

2. Term of Lease Agreement.

(a) Term. The term of this Land Lease Agreement shall continue for five (5) years until June 30, 2028. Either party may terminate this agreement early by proper notice given to the other party no less than sixty (60) days in advance, or unless

terminated earlier in accordance with Paragraph 16 (Default and Termination for Cause). The obligations of Licensee under Paragraph 8 (Hold Harmless) and Paragraph 15 (FAA Assurances/Form 7460-1) 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 License.

(b) Temporary Suspension of Land Lease Agreement.

1. County shall have the unilateral right to temporarily suspend this Land Lease Agreement in the event of an emergency which requires the portions of the Airport used by Lessee to be cleared or used exclusively for aircraft, vehicles, or equipment involved in governmental functions. Such emergencies shall include, but not be limited to, flood, fire, riot or other Acts of God. The determination of the existence of such an emergency shall be solely in the discretion of the County, as determined by the Director of Public Works, Airport Manager, Sheriff, Fire Chief, County Executive Officer or their designees. Any such temporary suspension shall be limited to the period of the emergency. Lessee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

2. County shall also have the unilateral right to temporarily suspend this License for up to 10 days per year, when, in the discretion of Director of Public Works or the Airport Manager or their designees, the activities of Lessee would conflict with certain activities being conducted at the Airport. Such activities shall include, but not limited to, construction, special events, aircraft storage, etc. County shall give Lessee 10 days advance written notice of any such suspension. Lessee shall not be entitled to any compensation for damages, direct or indirect, for loss of use of these Airport facilities during any suspension properly imposed pursuant to this subparagraph.

3. Rent.

(a) Lessee shall pay County the following amount as the initial rent per year for the Leased Premises at a grazing rate of forty-six dollars and thirty-six cents (\$46.36) per acre for a total of five thousand, five hundred, sixty-four dollars and thirteen cents (\$5,564.13).

(b) Annual Adjustment. An annual increase shall be made each year following the first year (July 1, 2023 - July 1, 2024) of this Agreement. Rental rates may be adjusted annually, effective July 1, based on the California Consumer Price Index (CPI), as authorized by the Napa County Board of Supervisors.

(c) Manner of Payment. Such rental amounts shall be payable to County annually no later than the tenth (10th) day of each July in which such payment is due.

(d) Late Charges. Rental payments not received by Lessee by the tenth (10th) day of each July shall be deemed "late" and subject to a late charge of 10 percent (10%) per annum until paid.

4. Permitted Uses of Leased Premises.

(a) Grazing. Lessee is hereby permitted to use the Leased Premises to graze cattle only. Lessee acknowledges that grazing may be restricted where inconsistent with FAA regulations or Airport operational needs. Lessee's use is further subject to the following:

(1) Fencing. Lessee shall maintain all fencing on the Leased Premises in sufficient working order, to the County's satisfaction. Lessee shall obtain the prior written consent of the County before erecting any additional fences on the Leased Premises or removing any existing fences. Prior to the introduction of cattle to the Leased Premises, Lessee shall inspect and repair as needed all existing fencing along the perimeter of any grazing area of the Leased Premises, and shall continue to maintain and repair this fencing at all times that cattle are on the Leased Premises pursuant to this Lease Agreement.

(2) Structures. Lessee shall not construct any structures on the Leased Premises without prior written consent of the County.

(3) Grading. Lessee shall not grade or plane any portion of the Leased Premises without the prior written consent of the County, which consent shall not be unreasonably withheld. Any grading must be consistent with FAA regulations and Lessee must obtain any and all permits required by Napa County, which may include grading and/or erosion control permits.

(4) Repair and Maintenance. In addition to the specific provisions in subsection (1) above, pertaining to fences, Lessee shall at all times during the term of this Lease and any extensions thereof keep and maintain the Leased Premises in a neat and orderly condition, including the removal of noxious weeds and fire hazards by grazing, harvesting, and or other means consistent with FAA regulations.

(5) Only healthy cattle will be brought to the Leased Premises, any diseased cattle will be promptly treated and, if the disease cannot be cured or if it poses any threat to other animals, the diseased cattle shall be promptly removed from the Leased Premises. In the event of the death of cattle, the carcass must be removed from the Leased Premises within 72 hours.

(6) Lessee shall be responsible for ensuring all gates in the fencing around the premises are closed during any time when cattle are on the Leased Premises pursuant to this Lease Agreement, except that Lessee shall not be responsible for any failure by County and its agents, subcontractors, employees and assigns to properly close gates.

(7) It is Lessee's responsibility to prevent their cattle from getting onto any public road, Aircraft movement areas, or other private property without the permission of the other private party.

(8) In the event cattle enter a public road, Aircraft movement areas, or onto other private property and County employees must respond, Lessee shall be billed time and materials costs in accordance with the Napa County Airport Fee Policy.

(b) Additional Uses with Consent of County. No other uses may be made of the Leased Premises beyond those described in subparagraph (a) above, except as

may be allowed by the parties executing a formal amendment of this Agreement.

(c) Storage. Lessee shall not store anything on Leased Premises without the prior written consent of the County.

5. **Condition of Leased Premises at Lease Inception.** Lessee acknowledges that a reasonable inspection of the Leased Premises has been completed and, except as otherwise specified herein, Lessee accepts the Leased Premises in its current "as is" condition.

(a) Repairs and Maintenance. At all times during term of the Lease Agreement, Lessee shall, at its own expense, ensure that the Leased Premises is regularly maintained, repaired, and restored where necessary to ensure the safety of all persons using the Leased Premises, and the clean and attractive appearance of the Leased Premises.

(b) Required Modifications. Lessee shall, at its own cost and expense, make any and all changes, additions and/or modifications that may be lawfully required by local ordinances applicable to all other properties similarly situated and by local, state and/or federal authorities. Such required modifications are subject to the prior written consent of the County, which shall not be unreasonably withheld. Under no circumstances shall County be required to make any expenditure for any such change, addition, modification or improvement.

(c) Compliance. All personal property on the Leased Premises made thereto or placed thereon by Lessee, and the repair and maintenance thereof, shall comply with all applicable laws, ordinances, codes and/or regulations of any governmental authority with jurisdiction over the Leased Premises.

(d) Waiver. County shall have no responsibility to maintain the Leased Premises. Lessee expressly waives the provisions of Civil Code sections 1941 and 1942 with respect to County's obligations for tenantability of the Leased Premises and Lessee's right to make repairs and deduct the expenses of such repairs from rent, and acknowledges that Lessee's agreement hereunder to improve, repair and maintain the Leased Premises is part of the consideration for this Lease Agreement.

6. **Waste.** Lessee shall not use the Leased Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or to the County. Moreover, Lessee shall not use the Leased Premises in any manner which interferes with Airport operations and safety, including the creation of dust, smoke or other vision-obscuring substances. Lessee shall take all reasonably feasible measures necessary to prevent attracting birds to the Leased Premises or adjacent areas, including the air space above such areas, which are needed and used for Airport operations, including but not limited to take-offs, landings and taxiing.

7. **Liens.** Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee. County may, at its election, and upon twenty (20) days' notice to Lessee, cause the removal any

such liens, in which case Lessee shall pay to County the cost of removing the lien, including reasonable attorneys' fees.

8. Hold Harmless. Lessee shall, to the full extent allowed under the laws of the State of California, indemnify, defend and hold County, its officers, employees, agents and designated volunteers, harmless from any and all liability, actions of any kind, and/or claims for damages for or by reason of any injury, including death, suffered by any person, including any officer, agent, employee, contractor, or invitee of Lessee, or any damage inflicted upon the property of any person, including Lessee or invitees, from any cause or consideration, whatsoever, during the term of the Lease Agreement, where such injury or damage results from any occupancy or use of the Leased Premises by Lessee and/or any of its officers, agents, employees, contractors, or invitees and to the extent such injury or damage does not result, directly or indirectly, from the negligent, intentional and/or reckless acts and/or omissions of County or any of its officers, employees, agents and designated volunteers.

9. Insurance. Lessee shall obtain and maintain in full force and effect throughout the term of this Lease Agreement and thereafter as to matters occurring during the term of this Agreement, the insurance coverage specified in (a) and (b) below.

(a) Workers' Compensation Insurance/Waiver of Subrogation. Lessee shall provide, to the extent required by law, workers' compensation insurance in the performance of any of Lessee activities under this Lease Agreement, including but not limited to, workers' compensation and disability. Said coverage shall be endorsed by an agreement(s) that waives any rights of subrogation against County, its officers, agents, employees, and designated volunteers for any losses paid under the terms of the policy which arise from activities conducted under this Lease Agreement.

(b) Other Insurance:

(1) Airport Liability Insurance. Airport Liability Insurance coverage, issued by a company licensed (admitted) to transact business in the State of California and/or having a AM. Best rating of A VII or better, of \$1 million per occurrence, where such injury or damage are caused, in whole or in part, by acts or omissions of Lessee, its officers, employees, invitees, and/or agents in connection with activities authorized by this Lease Agreement. This limit applies separately to each of the following coverages:

i) Premise/Operations Liability, including Mobile Equipment.
ii) Personal/Advertising Injury Liability. The foregoing coverage amounts shall be increased, no more frequently than once every five years, upon receipt by Lessee of a written demand from the Napa County Airport Manager, or their designee, specifying the amount of the increase. Each such increase shall not exceed the percentage increase in the San Francisco-Oakland-Bay Area Consumer Price Index for Urban Wage Earners and Clerical Workers (or successor Index) between the date of this Lease and the date of demand.

(2) Comprehensive Automobile Insurance. Lessee shall obtain and maintain in full force and effect during the term of this Lease Agreement a policy of

comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned motor vehicles used in conjunction with Lessee's business of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence.

(3) Property Insurance. County shall obtain and keep in force during the term of this Agreement, a policy or policies of insurance covering loss or damage to the Leased Premises in an amount not less than the full replacement value thereof, as the same may exist from time to time, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and earthquake, special extended "all risk" perils, with deductibles, if any, acceptable to the County.

(c) Certificates. All insurance coverages referenced in (b) shall be evidenced by one or more certificates of coverage which shall be filed with the Airport Manager, or Manager's designee prior to commencement of Lessee's possession of the Leased Premises under the terms of this Agreement; shall indicate that if the same policy applies to activities of Lessee not covered by this Lease Agreement then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Lessee under this Lease Agreement ; shall name County, its officers, employees, agents, and designated volunteers as additional insureds; shall be kept current during the term of this Lease 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; shall provide that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County; 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.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions (in excess of \$25,000) shall be declared to, and be approved by, County's Risk Manager. At the option of and upon the reasonable request by County's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees and agents or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Allocation of Insured Risk/Subrogation. County and Lessee release each other from any claims of whatever nature for damage, loss, or injury to the Leased Premises, or to the others property, in, on or about the Leased Premises, to the extent of any insurance proceeds that are received or receivable (or that would have been receivable except for such releasing party's breach or default of its obligations under the Lease), even if such damage, loss, or injury shall have been caused by the fault or negligence (but not willful misconduct) of the other party or anyone for whom such party may be responsible.

(f) Review of Insurance Amount. Each party shall periodically, but in no event less than ten (10) years, review the amount of the insurance required by this section for possible adjustment.

10. Risk of Loss by Casualty or Eminent Domain.

(a) Non-responsibility of County. In no event shall County be liable to Lessee for damages to the personal property or business of Lessee or any officer, employee, agent, contractor, licensee, invitee resulting from casualty or any other cause on or affecting the Leased Premises, except that County shall remain liable to Lessee for such damages or losses caused by the solely negligent, intentional and/or reckless acts and/or omissions of County or any of its officers, employees, agents, contractors, lessees, or volunteers. The foregoing shall extend to losses from fire, flood, burst pipes, utilities service outages, riot, war, earthquake, other acts of God, act of other tenants or invitees of County and/or other types of casualty.

(b) Eminent Domain. If all or a substantial part of the Leased Premises are taken by eminent domain or by a private purchase in lieu thereof, by an entity vested with the power of eminent domain, then upon the taking of possession of affected area and/or property by such entity this Lease Agreement and all rights of Lessee under it shall terminate and the rent shall be adjusted as of the time of such termination. Any award for any taking by eminent domain of County's interest in the Leased Premises, or any purchase price in lieu thereof, shall belong to County. Lessee shall have the right to make a separate claim, as long as the award payable to County is not reduced thereby for:

(1) The taking of the unamortized or undepreciated value of any alterations on the Leased Premises which are owned by Lessee and that Lessee has the right on termination of the Lease Agreement to remove, whether or not Lessee elects to remove such alterations;

(2) Relocation costs under Government Code sections 7262 et seq., the claim for which Lessee may pursue by separate action independent of this Lease Agreement.

(c) No claim by Lessee. Lessee shall have no claim against County for any value of the unexpired term of the Lease Agreement in the event of termination of the Lease Agreement due to eminent domain exercised by any entity other than County.

11. Taxes, Assessments, and License Fees. Lessee shall be responsible for paying, with no obligation on the part of County, all taxes, assessments, license fees and/or all other charges that may be assessed by any and all governmental entities, including County, against or levied upon Lessee's interest in, use of, or activities conducted upon the Leased Premises. The parties specifically acknowledge and agree that this Lease Agreement creates a possessory interest in the Leased Premises and that Lessee shall be solely responsible for the payment of any taxes or assessments (including property taxes) which might be imposed on such possessory interest.

12. Restriction on Transfers. Lessee shall not assign or hypothecate this Lease,

or any interest herein (by operation of law or otherwise), and shall not sublet the Leased Premises.

13. Right of Entry by County Without Notice. County may enter the Leased Premises at any time and without giving Lessee prior notice under the following circumstances and may remove all persons and property from the Leased Premises, in the sole discretion of County, which may be exercised through its officers or their designees:

- (a) When needed to conduct County business;
- (b) In the event of a material breach of any of the covenants contained in this Lease Agreement pertaining to health and safety;
- (c) In case of emergency from any cause, when such entry is needed to prevent or mitigate an immediate hazard to property or the health and safety of any person;
- (d) When Lessee has abandoned or surrendered the Leased Premises; or
- (e) Pursuant to court order.

14. Subordination of Leasehold. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America relative to the operation and maintenance of the Airport. It is understood and agreed that, under the terms of such agreement(s), the United States of America may have the right to take possession of and to use the Airport or any portion thereof in the event of war, or any other similar event set forth in said agreements. Lessee hereby acknowledges that such agreements may exist at any time during the term of this Lease Agreement. County shall provide Lessee with copies of any such agreements upon request. Lessee expressly agrees that it is the responsibility of Lessee to read, be familiar with and to comply with the terms of all such agreements entered into before and during the term of this Lease Agreement. Notwithstanding the foregoing, in the event that Lessee's use of the Leased Premises is materially and adversely affected by any such agreement between County and the United States of America for a period of thirty (30) or more days, then Lessee shall have the right to terminate this Lease upon written notice to County.

15. FAA Assurances/Form 7460-1.

(a) FAA Assurances. Lessee agrees to abide by those FAA Assurances which are set forth in Exhibit "B", attached hereto and incorporated by reference herein. All references to "Lessee" or "Tenant" in Exhibit "B" shall mean Lessee and any of its employees, agents, officers and/or designees. All references in Exhibit "B" to "lease" shall mean this Lease Agreement.

(b) Form 7460-1. Lessee shall assist and cooperate with County in the preparation and filing of FAA Form 7460-1, to the extent required by FAA Regulations, for any equipment or above-ground facilities at the Airport.

16. Default and Termination for Cause.

(a) Default. The occurrence of any of the following shall be deemed default by Lessee and a breach of this Lease Agreement:

(1) Failure to pay rent when due, if the failure continues for a period of twelve days after written notice has been given to Lessee and is not cured by Lessee;

(2) Default by Lessee in the performance of any other provision, covenant, or condition of this Lease Agreement, if the default continues for thirty (30) days after written notice from County to Lessee; provided, however, that if the nature of such default is such that more than thirty (30) days are reasonably required for cure thereof, then Lessee shall not be in default if Lessee shall commence such cure within said thirty (30)-day period and thereafter diligently prosecute such cure to completion;

(3) Any abandonment, desertion, or vacation of the Leased Premises by Lessee for a period of thirty (30) consecutive days, except if rent continues to be paid;

(4) To the extent permitted by law:

(i) The general assignment by Lessee or a guarantor of Lessee of the Lease Agreement for the benefit of creditors;

(ii) The filing by or against Lessee, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days;

(iii) The appointment of a trustee or receiver to take possession of all or substantially all of the assets of the Lessee or any guarantor, unless possession is unconditionally restored to Lessee or that guarantor within thirty (30) days and the trustee or receivership is dissolved;

(iv) Any execution or other judicially authorized seizure of all or substantially all of the assets of Lessee located on the Leased Premises or of County's interest in this Lease Agreement, unless that seizure is discharged within thirty (30) days; and

(5) The use of the Leased Premises for any illegal purpose, unless such use is discontinued within ten (10) days after written notice from County to Lessee.

(b) Termination. In the event any term, condition or covenant of this Lease Agreement is not cured by the defaulting party in accordance with (a), above, the non-defaulting party shall have the right to terminate this Lease Agreement as to the defaulting party by giving the defaulting party written notice of such termination at least forty-five (45) days prior to the effective date of termination.

17. Termination and Remedy in Damages. In the event of termination of this Lease by County for cause pursuant to Paragraph 17(b) hereof, in accordance with Civil Code Section 1951.2 County may recover from Lessee at County's election;

(a) The worth at the time of the award of the unpaid rent that had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss for

that period that Lessee proves could have been reasonably avoided; and

(d) Any other amount necessary to compensate County for all the detriment proximately caused by Lessee's failure to perform the obligations under this lease, or that in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subsections (a) and (b) above shall be computed by allowing interest at the then legal rate. The "worth at the time of award" of the amount referred to in subsection (c) above is computed by discounting that amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

18. County's Right to Continue Lease in Effect Upon Breach and Abandonment of Leased Premises.

- (a) If Lessee breaches this Lease and abandons the Leased Premises, County shall have the right to continue this Lease in effect for as long as County does not terminate Lessee's right to possession of the Leased Premises, and County may enforce all of County's rights and remedies under this Lease, including the right to recover the rent as it becomes due.
- (b) No action by County, except a written notice of termination given to Lessee, shall be deemed a termination of this Lease. Specifically, the following do not constitute a termination of Lessee's right to possession:
 - (1) County's acts of maintenance or preservation of the property.
 - (2) County's efforts to relet the property.
 - (3) The appointment of a receiver on County's initiative to

protect County's interest under this Lease.

(4) County's withholding of consent to a subletting or assignment, or terminating a subletting or assignment, if the withholding or termination does not violate Lessee's right to sublet or assign as specified in this Lease.

19. Waiver; Remedies Cumulative. Receipt by County of rent or any other payment required under this Lease Agreement, with or without knowledge of any default or breach of this Lease Agreement by Lessee, shall not be deemed to be a waiver of any provision, covenant or condition of this Lease Agreement and no waiver or failure of either party to enforce any provision, covenant, or condition of this Lease Agreement shall affect the right of such party to enforce the same in the event of any subsequent default or breach. The rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

20. Surrender of Leased Premises.

(a) Removal of property. Upon expiration or other termination of the Lease Agreement, Lessee shall surrender the Leased Premises to County in as good condition, reasonable wear and tear excepted, as at the time of commencement of this Lease

Agreement, and shall remove or arrange for the removal from the Leased Premises of all personal property (owned, leased, licensed or otherwise legally possessed) of Lessee, or any invitee of Lessee, as well as any alterations whose installation was not consented to by County in accordance with Paragraph 5 of this Lease Agreement, repairing any damage resulting from such removal. Title to any such items not timely removed shall vest in County. Lessee waives all claims against County for any damage to Lessee resulting from such retention or disposition of any such items by County, and Lessee shall be liable to County for County's costs for storing, removing, and/or disposing of any of these items.

(b) Failure to surrender. If Lessee fails to timely surrender the Leased Premises and the improvements to County within thirty (30) days of the expiration or other termination of this Lease Agreement, then Lessee shall hold County harmless from and indemnify County for all damages resulting from such failure by Lessee, including, without limitation, claims made by a succeeding lessee resulting from Lessee's failure to surrender the Leased Premises.

21. Adjustment for Future County Needs. The parties to this Lease Agreement acknowledge that the future plans of County relative to the Airport may require the development of new airport facilities, including new runways and taxiways, which may have to be located upon portions of the Leased Premises. Should any portion of the Leased Premises be needed for such purposes during the term of this Lease Agreement, County shall adjust the leased area rental on a pro rata basis to reflect the reduction in area actually leased. Notwithstanding the foregoing, in the event that any such adjustment to the Leased Premises has or would have a material adverse effect on Lessee's use of the Leased Premises for thirty (30) or more consecutive days, then Lessee shall have the right to terminate this Lease upon written notice to County at the time that the Leased Premises would be so affected.

22. Termination for Convenience. This Agreement may be terminated by either party for any reason and at any time by giving no less than sixty (60) days prior written notice of such termination to the other party and specifying the effective date thereof. County hereby authorizes the Director of Public Works 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.

23. Estoppel Certificates. Each party, within thirty (30) business days of receipt of a request from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease Agreement is unmodified and in full force and effect, or, if modified, stating the modifications. The certificate shall also state the amount of rent and the dates to which amounts due hereunder have been paid in advance (if any), and any amounts of rent which are overdue.

24. Legal Costs. If legal proceedings are initiated by any party to this Lease Agreement, whether for an alleged breach of the terms or judicial interpretation thereof,

the prevailing party to such action shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's fees and court costs, to the extent permitted by the court.

25. Notices. All notices which any party to this Lease Agreement is required to give to any other party in connection with this Lease Agreement shall be in writing and served by personal delivery during usual business hours at the principal address or office of the other party to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, as certified or registered mail, return receipt requested, and addressed to the other party at its principal address or office, or to such other address as that party may designate, from time to time, by written notice given to the other party in the manner specified in this paragraph. Service of notice pursuant to this paragraph shall be deemed complete on the day of service by personal delivery or forty-eight (48) hours after mailing if properly deposited in the United States Mail. Until changed by written notice to the other party, notices shall be delivered to the parties at the following addresses:

County:

Airport Manager
Napa County Airport
2000 Airport Road Napa, CA 94558

Lessee:

Jessica Sanders
245 Watson Ln
American Canyon, CA 94503

26. Mineral Rights. It is agreed that all water, gas, oil and mineral rights in and under the soil are expressly reserved by and to County.

27. Covenants Running with the Land. The terms and conditions of this Lease Agreement shall be binding upon the heirs, assigns, and successors of all of the parties hereto, whether voluntary or involuntary, as covenants running with the land.

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

29. Authority to Contract. County and Lessee each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Lease Agreement.

30. Representation by Counsel. The parties have each been represented by legal counsel in the drafting and negotiation of this Lease Agreement or have independently elected not to do so.

31. Interpretation and Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Lease Agreement are set out in the text under the headings. The laws of the State of

California shall govern this Lease Agreement.

(b) **Venue.** The venue for any legal action in state court filed by either party to this Lease Agreement, for the purpose of interpreting or enforcing any provision of this Agreement, shall be in the Superior Court of California, County of Napa, and a unified court. The venue for any legal action in federal court filed by either party to this Lease Agreement, for the purpose of interpreting or enforcing any provision of this Lease 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.

32. **Modification/ Amendment.** Except as expressly provided herein above, this Lease Agreement may be modified or amended only with the prior written consent of all persons or entities then parties thereto.

33. **Severability.** If any provision of this Lease 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 Lease Agreement.

34. **Entirety of Contract.** This Lease Agreement, together with the attachments hereto, constitutes the entire Lease Agreement between the parties relating to the subject of this Lease 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.

35. **Counterparts.** This Agreement 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 Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

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

JESSICA SANDERS

By Jessica Sanders 8/18/23
 Jessica Sanders, Lessee
 "LESSEE"

NAPA COUNTY, a political subdivision of
 the State of California

By _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

"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>July 20, 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

	Acreage
Grazing Area A: A.P.N.s 058-070-003, 008, 013, 014, 015 and 026 A.P.N. 058-060-011	55.49 16.12
Grazing Area B: A.P.N. 057-040-006 (excluding Runway 1R-19L RSA/OFA) 52.82 acres - 4.41acres (RSA/OFA) = 48.41 acres	48.41
TOTAL	120.02 Acres

NAPA COUNTY AIRPORT
NAPA, CALIFORNIA

AIRPORT PROPERTY MAP - BOUNDARY

MEAD HUNT
10000 MEAD HUNT DRIVE
SUITE 200
DUBLIN, CA 94568
(925) 891-1000
WWW.MEADHUNT.COM

DATE: NOVEMBER 2009
SHEET: 1 OF 3

Exhibit A-2

Grazing Area B



EXHIBIT B

FAA ASSURANCES

Required Federal Clauses. Lessee and Lessee's Associates shall comply with all Laws and Regulations, including all of the required federal clauses in this Section.

A. During the term of this Agreement, Lessee, for itself and for Lessee's Associates agrees as follows:

1. Compliance with Regulations: The Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: The Lessee, with regard to the work performed by it or use of the Leased Premises during the Lease Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Contracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Lessee of the Lessee's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, County will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.

6. Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six of this Section 9.18(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any contract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved

in, or is threatened with litigation by a contractor, or supplier because of such direction, the Lessee may request County to enter into any litigation to protect the interests of County. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- i. 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);
- ii. 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);
- iii. 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);
- iv. 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);

- v. 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;
- vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vii. 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);
- viii. 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);
- ix. 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;
- x. 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);
- xi. 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;
- xii. 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
- xiii. 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.*).

E. The Lessee 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 Lessee or its sublessee 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.

F. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

G. 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 Lessee has full responsibility to monitor compliance to the referenced statute or regulation. The Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Lessee 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.

I. Lessee agrees that it shall insert the above eight provisions (Section 9.18(A) through Section 9.18(H)) in any agreement by which said Lessee 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.

J. Lessee 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 Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

K. 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)

L. 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 Lessee, and without interference or hindrance. (FAA Order 5190.6B)

M. County reserves the right, but shall not be obligated to Lessee, 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 Lessee in this regard. (FAA Order 5190.6B)

N. 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)

O. Lessee 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)



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: 9/12/2023

File ID #: 23-1504

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Mark Witsoe, Airport Manager
SUBJECT: Adoption of a Resolution Authorizing Napa County Airport to Acquire Surplus Property through the State and Federal Surplus Property Program

RECOMMENDATION

Director of Public Works requests the following related actions to authorize Napa County Airport to participate in the State and Federal Surplus Property Program (Program) operated by the State of California, Department of General Services, Office of Fleet and Asset Management:

1. Authorization for the County Executive Officer to sign and submit required documentation to enroll the County in the Program, which authorizes the County Airport to acquire surplus property through donation or purchase and to surplus capital assets, as appropriate; and
2. Adoption of a Resolution authorizing specific County staff to be representatives of the County to acquire surplus property for the Airport through the Program.

EXECUTIVE SUMMARY

Napa County is eligible to obtain donated equipment and materials, participate in auctions, and sell surplus property through the State and Federal Surplus Property Program (Program). Approval of the requested actions authorizes the Napa County Executive Officer to sign the required forms to enroll in the Program and specifies staff to represent Napa County relative to participation in the Program. The enrollment will authorize specified staff to receive donations, purchase assets, and surplus assets through the Program. Each donation to be accepted, purchase to be made, and surplus of assets through the Program will comply with existing applicable County policy. Public airports are considered essential, and they are given highest priority for State and Federal surplus property donations. The Airport wishes to avail itself of the possibility to obtain donated equipment and materials in lieu of having to purchase same at retail prices. At this time, the Airport will be the only County division to participate in the Program.

FISCAL & STRATEGIC PLAN IMPACT

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

Where is it budgeted?	Appropriation for purchase of surplus items through the Program would be budgeted in the Airport Enterprise Fund (Fund 5010, Org 5010000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Napa County Airport is a public use airport and would greatly benefit from surplus equipment and materials to maintain the airfield and provide enhanced services to tenants and airport users. In addition, by using the State and Federal Surplus Property Program, the Airport may further save money on auction fees associated with surplus of capital assets.
Is the general fund affected?	No
Future fiscal impact:	As replacement and new capital asset equipment is needed, asset funding for purchase and maintenance needs will be specific to the FY needed.
Consequences if not approved:	The Airport will not be able to take advantage of obtaining surplus equipment and materials through the Program. This may result in paying retail for equipment, potentially less revenue to the Airport, and potential increased contract costs for maintenance needs when the Airport does not have the equipment required for 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

Many public-use airports around the United States participate in the State and Federal Surplus Property Program (Program) operated by State of California, Department of General Services, Office of Fleet and Asset Management (DGS) for surplus property donations, purchasing of surplus property at auction, and auction of sponsor surplus equipment. Napa County Airport would benefit from utilizing the surplus property available from both State and Federal agencies.

The Program allows the Airport, working with the Purchasing Agent, to accept donations of equipment and materials, purchase equipment through the auction system, and post surplus capital assets on the DGS online auction portal. Upon approval from the Board of Supervisors and receipt of signed forms from the County Executive Officer, Napa County Airport will have access to the Program. There is no cost to enroll in the Program, further eliminating auction contract fees.

In working with the Purchasing Agent, all steps within the County Purchasing Policy for surplus, obtaining assets through donation, and purchasing capital assets will be followed while utilizing the Program. As the need for equipment and materials arise, staff will return to the Board of Supervisors for approval of the asset acquisition, and where necessary, steps to surplus Airport assets in accordance with County policies. Board approval of this Resolution is being requested consistent with the County's purchasing and donation policies.

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AUTHORIZING NAPA COUNTY AIRPORT TO
ACQUIRE SURPLUS PROPERTY THROUGH THE AUSPICES OF THE
CALIFORNIA STATE AGENCY FOR SURPLUS PROPERTY**

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form, so long as all applicable County policies are followed and authorization shall not exceed allowable spending limits:

Name:	Title:	Signature:	Email:
<u>Mark Witsoe</u>	<u>Airport Manager</u>	<u></u>	<u>Mark.Witsoe@countyofnapa.org</u>
<u>Katherine Bales</u>	<u>Assistant Airport Manager</u>	<u></u>	<u>katherine.bales@countyofnapa.org</u>
<u>Jeff Oster</u>	<u>Fleet Manager</u>	<u></u>	<u>jeffrey.oster@countyofnapa.org</u>

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 _____ 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>Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>8/22/2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A
SASP Form 202

EXHIBIT B
TERMS AND CONDITIONS

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents**

The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

The Donee Agrees to the Following Federal Conditions:

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

C) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.

- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE : _____ **DATE :** _____



Napa County

Board Agenda Letter

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

Board of Supervisors

Agenda Date: 9/12/2023

File ID #: 23-1508

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Graham Wadsworth, P. E., Engineering Supervisor
SUBJECT: Approval of Funding Agreement with Napa Valley Vine Trail Coalition for the design of the Napa Valley Vine Trail between Yountville and St. Helena

RECOMMENDATION

Director of Public Works requests the following actions:

1. Approval of and authorization for the Chair to sign Agreement No. 240148B with the Napa Valley Vine Trail Coalition regarding the design of the Yountville to St. Helena Segment of the Napa Valley Vine Trail; and
2. Authorization to submit an application for an Active Transportation Program (ATP) Cycle 7 grant, and approval of a commitment of \$5 million of future County funding no sooner than Fiscal Year 2025-26 for the construction of the Project.

EXECUTIVE SUMMARY

On June 7, 2022, the Board of Supervisors authorized the Director of Public Works to submit an application for an Active Transportation Program (ATP) Cycle 6 grant for the Napa Valley Vine Trail (NVVT) Yountville to St. Helena Segment and committed up to \$5 million of County funding for the construction. The County did not receive a grant and the Director is requesting authorization to submit an application for the next cycle of the same program, known as ATP Cycle 7.

Congressman Thompson included \$4 million of Community Project Funding in the federal fiscal year 2023-2024 budget for the Napa Valley Vine Trail Coalition (NVVTC) to complete the planning, engineering, and environmental work of over 10 miles of Class 1 and Class III multiuse path between the existing path in Yountville and the path under construction St. Helena.

Because of the federal funding requirements, NVVTC and County staff recommend that the Board approve a Funding Agreement for the County to administer the design and right-of-way acquisition phases of the Project.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Proposed transfer from the Accumulated Capital Outlay (ACO) budget (Fund3000, Org 3000000).

Is it Mandatory or Discretionary?

Discretionary

Discretionary Justification:

The Napa Valley Vine Trail is a public amenity that reduces vehicle trips and promotes health and wellness. If the County does not enter into the agreement, then the NVVTC would need to enter into an agreement with another agency to design the project or the NVVTC would not use the federal grant funding for the design.

Is the general fund affected?

Yes

Future fiscal impact:

If the County obtains grant funding for the construction, then the County would be responsible for maintaining the portion of the trail between the Town of Yountville and the City of St. Helena. In the Maintenance Agreement for the St. Helena to Calistoga Segment, the County and the NVVTC share the cost. It is anticipated that the County and NVVTC will enter a similar agreement for the Yountville to St. Helena Segment.

Consequences if not approved:

The NVVTC would need to enter into an agreement with another local public agency for this phase of the Project. There is a risk that the \$4 million would not be expended on the Project and the NVVTC and County would need to find some other source of funding for this section of the Vine Tail.

County Strategic Plan pillar addressed:

Livable Economy for All

Additional Information

The NVVTC has expended approximately \$350,000 in private philanthropy on the preliminary design and environmental studies.

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. The County would be responsible for preparing and adopting a CEQA document, such as a Mitigated Negative Declaration, for this segment of the Napa Valley Vine Trail Project.

BACKGROUND AND DISCUSSION

The Napa Valley Vine Trail (NVVT) will be a 47-mile walking and biking trail system to physically, artistically and culturally connect the entire Napa Valley from Calistoga to the Vallejo Ferry and the greater Bay Area. A 12.5-mile segment of the Vine Trail is complete between Kennedy Park in Napa and Yountville. Between 2018 and 2020, annual Vine Trail usage increased by 50% from 348,000 to 523,000, and 70% of the users live in Napa County.

Many sections of the trail have been completed in the cities of Calistoga, Napa, American Canyon, Vallejo, and the Town of Yountville. It is anticipated that the St. Helena to Calistoga Segment will open in 2023. The Vallejo Segment is under construction and could open in 2024.

The proposed project is to construct the NVVT adjacent to Highway 29 between Madison Street at the north end of Yountville and Pratt Avenue at the north end of St. Helena. The Project would reduce greenhouse gas emissions and enhance accessibility and connectivity by promoting the use of transit, biking and walking. Approximately eight of the ten miles of the proposed NVVT are in the unincorporated County, with the remaining sections within the City of St. Helena and Town of Yountville. There is an alternative to continue the

NVVT on the west side of Highway 29 between Madison Street and California Drive.

On August 11, 2020, the Board of Supervisors approved up to \$4.5 million County Accumulated Capital Outlay (ACO) contribution to the future Yountville to St. Helena Vine Trail Segment as the County match to a \$10 million ATP Cycle 5 grant application to the California Transportation Commission (CTC) and the Metropolitan Transportation Commission (MTC). The CTC and MTC did not award ATP funding to the County for the Project.

On April 5, 2022, the Board of Supervisors approved and authorized the Chair to sign Amendment No. 6 to Agreement No.190311B with NVTA to provide funding in the amount of \$2,000,000 for the NVVT St. Helena to Calistoga Segment, in exchange for NVTA support of \$2,000,000 in future State Transportation Improvement Program (STIP) funding for the NVVT Yountville to St. Helena Segment. The County submitted the Resolution of Local Support to apply for the \$2 Million in STIP funding.

On June 7, 2022, the Board of Supervisors authorized the Director of Public Works to submit an application for an Active Transportation Program (ATP) Cycle 6 grant for the NVVT Yountville to St. Helena Segment and committed up to \$5 million of County funding for the construction. The CTC and MTC did not award a grant to the County. The County applied for design phase funding and most of the grant recipients applied for construction funding and were “shovel ready”.

In 2022, Congressman Thompson included \$4 million of Community Project Funding (CPF) in the federal fiscal year 2023-2024 Budget for the Napa Valley Vine Trail Coalition (NVVTC) to complete the planning, engineering, and environmental work of over 10 miles of Class I and Class III multiuse path between the existing paths in Yountville and St. Helena. This funding could help the County to be closer to “shovel ready” and submit a more competitive application.

The CPF program requires the implementing agency to be a local public agency such as a city or county. MTC and Caltrans Local Assistance staff stated that the NVVTC and County would need to enter into a funding agreement for the County to administer the preliminary engineering and right-of-way phase of the Project. NVVTC also wants the County to be the lead agency for adopting California Environmental Quality Act documents and executing easement agreements along the alignment, which the Napa Valley Transportation Agency (NVTA) did for the St. Helena to Calistoga Segment. NVTA staff want the County to administer the Yountville to St. Helena Segment and will continue to support the County in this effort.

Because 20% of the Project is within the Caltrans Highway 29 right-of-way, the County will need to enter into a cooperation agreement for Caltrans to review the design documents and adopt the National Environmental Policy Act document. The County does not have the staff with capacity or expertise to design the Project and is in the process of hiring an engineering, environmental and right-of-way acquisition consultant. The County will request reimbursement from the CPF for these expenses; however, the County needs a budget to enter into the cooperation agreement and professional services agreement.

The preliminary estimate for the engineering, environmental and right-of-way acquisition phase of the Project is \$5 million. The NVVTC committed up to 15% of the \$5 million estimate (\$750,000) for this phase of the Project and is asking the County to do the same (this provides some contingency above the \$5 million estimate). At a future Board Meeting, staff will request the Board to approve the agreements and a budget transfer of \$5 million for the professional service agreement, cooperation agreement, and staff time to administer the Project. \$4 million of the \$5 million will be reimbursed by the Federal CPF funding and the remaining costs will be split between the County, the NVVTC, and the City of St. Helena.

Because of the federal funding requirements, County staff recommends that the Board approve a Funding Agreement for the County to be the Implementing Agency for the Project and authorize the Director to apply for the ATP Cycle 7 grant.

FUNDING AGREEMENT

NAPA COUNTY AGREEMENT NO. _____

NAPA VALLEY VINE TRAIL COALITION AGREEMENT NO. _____

THIS AGREEMENT ("Agreement") is made and entered into as of this 12th day of September, 2023, by and between the Napa County, a political subdivision of the State of California ("COUNTY"), and the NAPA VALLEY VINE TRAIL COALITION, a non-profit corporation whose mailing address is 3299 Claremont Way #5, Napa, CA 9455 (hereinafter referred to as "NVVTC"). NVVTC and COUNTY are collectively referred to herein as the "Parties" and individually as "Party".

RECITALS

WHEREAS, the County has adopted the Countywide Bicycle Plan of May 2012 (the "Plan"), which recommends a connected bike path, the Vine Trail, intersecting all of the jurisdictions in Napa County; and

WHEREAS, the Plan includes the Vine Trail, a continuous connected multi-use path that would align through all of the jurisdictions in Napa County; and

WHEREAS, the Parties desire to cooperate during the Preliminary Engineering, Right-of-way and Construction Phases of the Yountville to St. Helena Segment of the Vine Trail Project; and

WHEREAS, on June 7, 2022, the Napa County Board of Supervisors approved the County to apply for an Active Transportation Program Cycle 6 Grant application and commit \$5 million of County funding for construction of the Yountville to St. Helena Segment of the Vine Trail Project; and

WHEREAS, the federal fiscal year 2023-2024 budget includes \$4 million of Community Projects Grant Funding for the NVVTC for the "planning, engineering and environmental work related to closing the 10-mile gap between the existing 12-mile Vine Trail from Napa to Yountville, and the nine-mile segment of Vine Trail between St. Helena and Calistoga"; and

WHEREAS, the Community Projects Funding Program requires the implementing agency to be a public agency, follow federal aid procedures and have a Master Agreement with Caltrans; and

WHEREAS, the NVVTC is not a public agency and does not have a Master Agreement and the County is a public agency, does have a Master Agreement and has administered federal aid funded projects; and

WHEREAS, the Metropolitan Transportation Commission and Caltrans Local Assistance staff stated that the NVVTC and County would need to enter into a funding agreement for the County to administer the Preliminary Engineering and Right-of-way Phases of the Yountville to St. Helena Project for the NVVTC; and

WHEREAS, the NVVTC wants the County to be the lead agency for adopting the California Environmental Quality Act document and executing easement agreements with property owners along the Vine Trail; and

WHEREAS, the Parties desire to enter into an Agreement to define their respective responsibilities for funding and administering the planning, design and environmental work for the Yountville to St. Helena Project.

TERMS

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements and promises of the Parties set forth herein, and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing Recitals are accurate and are incorporated herein by this reference.
2. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2024; except that the obligations of the Parties under Paragraph 10 (Hold Harmless and 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. 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 five (5) additional years, unless either Party gives the other Party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
3. **Purpose of Agreement.** NVVTC desires the County to be the "Implementing Agency" in the Transportation Improvement Program (TIP) for the Community Projects Funding and administer the Preliminary Engineering and Right-of-way Phases of the Yountville to St. Helena Segment of the Vine Trail. As set forth in the grant requirements, the County intends to perform and/or contract for planning, design, environmental and right-of-way acquisition

activities as to the Project as defined and described in the Scope of Services attached hereto and incorporated herein by this reference as Exhibit "A" (the "Activities").

4. NVVTC Obligation for Costs of Activities. The length of the Yountville to St. Helena Segment of the Vine Trail is 11.2 miles. The Parties estimate the cost that will be incurred by the County for the Activities for the Yountville to St. Helena Segment will be \$4,714,000. The Parties agree that NVVTC will be responsible for payment to the County with Community Project Funding and private funding. Any costs above shall be borne by the County.

5. Process for Payment of NVVTC Share of Costs. County will track actual costs that it incurs in performing and/or contracting for all Activities. The County shall first submit invoices to Caltrans to request reimbursement from the Community Projects Funding. For expenses between \$4 million and \$4,714,000, the County shall submit invoices to NVVTC not more than monthly. NVVTC shall make payment to the County within thirty (30) days of receipt of each invoice.

6. 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.

7. 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 communications 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

Steven E. Lederer
Director of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

NVVTC

Shawn Casey-White
Executive Director
3299 Claremont Way #5
Napa, CA 94558

8. 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. In particular, only the County's Board of Supervisors may consent on behalf of the County to an amendment of this Agreement.

9. 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.

10. **Hold Harmless and Indemnification.** To the full extent permitted by law, NVVTC and the County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that Party or its officers, agents, employees, volunteers, or other contractors or their subcontractors, when performing any activities or obligations required of that Party under this Agreement. 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.

11. **Authority to Contract.** NVVTC and County each hereby warrant that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

12. **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.

13. **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 an award of its costs and reasonable attorney's fees incurred in connection with such action.

14. **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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

COUNTY

NVVTC

NAPA COUNTY, a political subdivision
of the State of California

NAPA VALLEY VINE TRAIL
COALITION, a non-profit corporation

By: _____
BELIA RAMOS
Chair of the Board of Supervisors

By: 
SHAWN CASEY-WHITE
Executive Director

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> County Counsel</p> <p>Date: <u>August 16, 2023</u> PL Doc. No. 96317</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 Deputy Clerk of the Board of Supervisors</p> <p>By: _____</p>
<p>APPROVED AS TO FORM NVVTC Counsel</p> <p>By: _____ General Counsel</p> <p>Date: _____</p>		

EXHIBIT "A"

SCOPE OF WORK

COUNTY shall provide or contract for the following services:

1. Administer the Project as required by the Caltrans Local Assistance Procedures Manual (LAPM) and Community Project Funding Program.
2. Submit a Requests for Authorization to Proceed with Preliminary Engineering and Right-of-way to the Caltrans District Local Assistance Engineer (DLAE).
3. Execute a Program Supplement Agreement with Caltrans and comply with LAPM Chapter 5 "Invoicing". Establish a Project account that is separate from other County accounts to document the expenses for the invoices.
4. Execute a Cooperation Agreement with Caltrans District 4 to review the Project Study Report / Project Report, design documents and encroachment permit application.
5. Comply with LAPM Chapter 6 "Environmental Procedures" and be the lead agency for CEQA.
6. Comply with LAPM Chapter 10, "Consultant Selection" to hire a consultant for the planning, engineering and environmental work related to closing the 10-mile gap between the existing 12-mile Vine Trail from Napa to Yountville, and the nine-mile segment of Vine Trail between St. Helena and Calistoga.
7. Comply with LAPM Chapter 13 "Right of Way", execute easement agreements with property owners, utility agreements for relocations with utility owners, and submit a Right-of-Way Certification to the DLAE.
8. The County will apply for the regulatory permits required to construct the Project.
9. Submit applications for Active Transportation Program Cycle 7 Grant funding to the California Transportation Commission and Metropolitan Transportation Commission.
10. If the County obtains grant funding to construct the Project, then the County will contribute \$5 million for the construction of the Project.

NVVTC shall provide or contract for the following services:

1. Hire a consultant for the preliminary engineering and environmental study work.
2. Hire a consultant for program management, project controls, and agency coordination.
3. Contact property owners regarding the alignment of the trail.
4. Complete ATP Cycle 7 application.
5. Provide an accounting of Project expenses to document the NVVTC contribution to the Project on or the weekday after January 15, April 15, July 15, and October 15 for the duration of the Agreement.
6. If the County obtains grant funding to construct the Project, then the NVVTC will contribute \$5 million for the Project.



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: 9/12/2023

File ID #: 23-1511

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Syed Ahsan Kazmi, P.E., Senior Traffic Engineer, Public Works
SUBJECT: Coombsville Road at 1st Avenue and 4th Avenue Traffic Control Assessment Study

RECOMMENDATION

Director of Public Works requests adoption of a Resolution establishing stop control for the eastbound and westbound traffic on Coombsville Road at its intersection with 4th Avenue.

EXECUTIVE SUMMARY

At a Coombsville Community Meeting on June 30, 2023, several residents raised safety and line of sight related concerns at the intersection of Coombsville Road at 1st Avenue and similar concerns at 4th Avenue. Public Works staff requested the Fehr and Peers (F&P) Engineering Consulting Firm to conduct a traffic safety survey and prepare a report on Coombsville Road at the 1st Avenue and 4th Avenue intersections.

F&P's report recommends installation of stop signs for eastbound and westbound traffic on Coombsville Road at 4th Avenue to provide a three-way stop intersection due to limited line of sight for safe traffic operations (4th Avenue already has a stop sign). The report does not recommend installing stop signs on Coombsville Road at the 1st Avenue intersection because none of the state established all-way stop control warrants are met, which are based on traffic volumes (motor vehicles, pedestrians, and bicyclists), vehicular speed, collision data and line of sight. The report indicates traffic calming measures at 1st Avenue should be implemented to improve safety conditions for motor vehicles, bicyclists, and pedestrians.

The proposed Resolution will authorize installation of an all-way stop control on eastbound and westbound Coombsville Road at 4th Avenue. The Director of Public Works intends to implement traffic calming measures at Coombsville Road and 1st Avenue (no Resolution is required for that action).

FISCAL & STRATEGIC PLAN IMPACT

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

Where is it budgeted?	The Roads Division budget provides funding each year for installation, modifications and maintenance to various traffic control signs and markings. The recommended action will require the installation and/or modification of regulatory, advisory, and warning signs. These actions are routine and are included within the current budget.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed action is necessary to allow safe and efficient traffic condition for pedestrians, bicyclists, and motorists.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Traffic control at the intersection will remain the same.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301, as relating to the operation of existing public facilities involving negligible or no expansion of existing or former use.

BACKGROUND AND DISCUSSION

California Vehicle Code sections 21100(d), 21351, and 21355 authorize local authorities to erect stop signs on roadways within its jurisdiction. California Vehicle Code section 21401 requires traffic control devices (including stop signs) to conform to the California Manual of Traffic Control Devices (CA MUTCD).

Section 2B.04 of the California Manual of Traffic Control Devices (CA MUTCD) indicates that yield or stop signs should not be used for speed control. Further, a yield or stop sign should not be installed on the higher volume roadway at an intersection unless justified by an engineering study. Section 2B.05 further indicates a stop sign is not a “cure-all” and is not a substitute for other traffic control devices. Often, the need for a stop sign can be eliminated if the sight distance is increased by removing obstructions.

Section 2B.07 of the CA MUTCD indicates multi-way stop signs are used where the volume of traffic on the intersecting roads is approximately equal. Installation of multi-way stop signs should also be based on an engineering study, including whether there were five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions and the need to control left-turn conflicts.

In response to concerns raised by the Coombsville community and member of the Napa County Board of Supervisors, Fehr & Peers Engineering Consulting Firm (F&P) was asked to perform an intersection traffic control warrant study to determine if an all-way stop control (AWSC) is warranted at the following two intersections:

- Coombsville Road/1st Avenue
- Coombsville Road/4th Avenue

Assessment provided in the traffic report includes collecting and reviewing traffic volumes, collision history, and site visit to observe sight lines at the side street approaches. This evaluation was performed in accordance

with the CA-MUTCD, Policy on Geometric Design of Highways and Streets (The AASHTO Green Book), and California Highway Design Manual (HDM) standards.

METHODOLOGY

All Way Stop Control Warrants: The 2014 California Manual on Uniform Traffic Control Revision 7 (CA-MUTCD) provides criteria for the evaluation of an all-way stop control (AWSC). If any of the following criteria are met, installation of stop control on all approaches may be warranted. However, meeting a warrant criterion does not automatically justify the installation of traffic control as there may be other factors to consider.

Criteria 1:

- 1) Major street volumes exceed 300 vehicles per hour for any eight hours of a day,
- 2) Minor street volumes exceed 200 units (Units include bicycles, pedestrians, and vehicles) per hour for the same eight hours, and
- 3) Average vehicle delay for the side street exceeds 30 seconds per vehicle in the peak hour.

Criteria 2:

Insufficient sight distance (Sight distance standards defined by AASHTO, 6th Edition).

Criteria 3:

At least five crashes within the last year that can be corrected by all-way stop-control.

Intersection Evaluations:

Coombsville Road at 4th Avenue:

In the vicinity of 4th Avenue, Coombsville Road is a two-lane east-west Roadway and forms a three-legged intersection with 4th Avenue. 4th Avenue is a two-lane residential street. The 85th percentile speed calculated east and west of this intersection was found to range from 39 to 42 mph, demonstrating that motorists generally travel at about the posted speed limit.

At the 4th Avenue approach, line of sight from the motorists on 4th Avenue and westbound traffic is obstructed by the existing outcropping of bushes and trees at the southeast corner of the intersection. During a field visit, measured distance a motorist on the side street can see to the east (looking at oncoming westbound traffic) is about 110 ft. Provided that data collection found that the westbound 85th percentile speed for the westbound approach was 42 mph, a Stopping Sight Distance (SSD) of approximately 340 ft would be necessary to meet applicable sightlines at this intersection. The line of sight could be improved with removing plantings and trees and installing a vertical wall along the existing fence line. With that improvement, an estimated line of sight could be increased from about 110 ft to 225 ft. Even with that improvement, the line of sight provided would not be adequately long enough for motorists to make decisions to enter the roadway.

Review of five years of collision data (2018-2023) indicate two (2) rear end collisions were recorded with another motor vehicle due to unsafe speed and driving under influence. This intersection is not meeting the minimum number of collisions criteria for AWSC but does have sight vision concerns as discussed above.

Based on the methodology and analysis presented above, the traffic report recommends:

Due to the limited sight lines observed at this intersection, an all-way stop control is recommended to be implemented at the Coombsville Road and 4th Avenue intersection. In addition, the County will trim plantings and trees to maximize sightlines for westbound motorists and motorists waiting on the 4th Avenue approach.

It is recommended that the Board of Supervisors approve the proposed signing and striping configuration at the intersection of Coombsville Road and 4th Avenue. If the stop control is approved, the California Highway Patrol will be informed of the change.

Coombsville Road and 1st Avenue:

Coombsville Road is a two-lane east-west collector that provides a connection between downtown City of Napa and the Napa County neighborhoods directly east of downtown. The posted speed limit along this corridor in the vicinity of study locations is 40 mph. 1st Avenue is a two-lane collector street that has residences fronting the roadway and provides a connection to Hagen Rd to the north. 1st Avenue tees into Coombsville Road. The intersection of Coombsville Road and 1st Avenue is side street stop controlled.

The 85th percentile speed in both directions east and west of the intersection is between 42 and 45 mph, which is within 5 mph of the posted speed limit. This does not trigger any improvement or countermeasure.

According to the Caltrans Highway Design Manual (HDM), the SSD for a design speed of 40 mph is 305 feet and the SSD for a design speed of 45 mph is 360 feet. At the 1st Avenue approach, a motorist waiting to turn from 1st Avenue to Coombsville Road can see more than 600 ft to the west and over 400 ft to the east. This line of sight (in each direction) is greater than the corresponding SSD for traffic approaching at the maximum observed 85th percentile speed of 45 mph.

Five years of collision data (2018-2023) was reviewed in the vicinity of Coombsville Road/1st Avenue. Seven (7) collisions were reported. In all cases the collisions were classified as “Hit Fixed Object”, and the primary cause was improper turning (4), driving under influence (2), and unsafe speed (1). As such this intersection does not meet the minimum number for AWSC.

Recommendations: Based on the methodology and analysis presented above, the traffic report recommends that the County make improvements that would further increase visibility, provide advanced warning to motorists in the eastbound and westbound directions, and reduce the operating speed of motorists along Coombsville Road, including:

Landscaping Maintenance:

The County or the property owner will proactively trim overgrown trees and plantings on the south side of Coombsville Road on the westbound approach to the 1st Avenue intersection.

Pavement Markings and Surface Treatments:

The County will add speed limit pavement markings along the corridor. Additional reflective surface mounted markers will be considered at the intersection to increase visibility for the centerline and approach lanes.

Advanced Warning Signs:

Advisory speed signs with solar powered LED double-sided chevrons with yellow reflective posts will be installed on the curve on the east side of the intersection.

LED Stop Sign:

We will investigate the potential to upgrade the existing stop signs on 1st Ave. and Coombsville and 1st Ave. and Hagen Rd. to a solar-powered LED stop sign to improve visibility.

Radar Feedback Signs:

The County will install a radar feedback sign for westbound traffic approaching both the 1st Ave. and 4th Ave. intersections.

CROSS TRAFFIC DOES NOT STOP Sign:

Additional signage will be added at the intersection to warn vehicles approaching from 1st Avenue that cross traffic does not stop.

NAPA COUNTY RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, DESIGNATING AN ALL-WAY STOP
INTERSECTION AT COOMBSVILLE ROAD AND 4TH AVENUE**

WHEREAS, California Vehicle Code sections 21100(d), 21351, and 21355 authorize local authorities to install stop signs on roadways within their jurisdictions; and

WHEREAS, the County hired an engineering consulting firm to study whether an all-way stop intersection is warranted at Coombsville Road and 4th Avenue in accordance with the California Manual of Traffic Control Devices; and

WHEREAS, the engineering study determined an all-way stop intersection is warranted at Coombsville Road and 4th Avenue;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors, that the intersection of Coombsville Road and 4th Avenue in Napa County is designated to be an all-way stop intersection.

BE IT FURTHER RESOLVED, that the Road Commissioner is directed to install appropriate signage and striping to implement an all-way stop intersection at Coombsville Road and 4th Avenue.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 12th day of September, 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>September 1, 2023</u> PL Doc. No. 99673</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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Memorandum

Date: August 31, 2023
To: Ahsan Kazmi
From: Geoff Rubendall
Subject: **Coombsville Road Traffic Control Assessment Study**

SF15-0841

This memorandum presents the methodology, analysis, and findings related to an all way stop control (AWSC) assessment at the following two intersections ("study intersections"):

- Coombsville Road/1st Avenue
- Coombsville Road/4th Avenue

In response to concerns raised by the Coombsville community and members of the Napa County Board of Supervisors, Fehr & Peers was asked to perform an intersection traffic control warrant study to determine if an all-way stop control is warranted at the study intersections. This assessment includes collecting and reviewing traffic volumes and collision history, and site visit to observe sight lines at the side street approaches. This evaluation was performed in accordance with the *California Manual on Uniform Traffic Control Devices* (CA MUTCD), *Caltrans Highway Design Manual* (HDM) and *AASHTO A Policy on Geometric Design of Highways and Streets* (The AASHTO Green Book) standards.

Our memorandum is comprised of the following sections:

- **Executive Summary** – Includes our data collection and analysis along with intervention options
- **Methodology** – Includes our methodology for the all-way stop control assessment, sight distance assessment, and collision data analysis
- **Intersection Evaluations** – Includes assessment of geometric configuration, traffic data analysis, site visit observations, countermeasures considered, and recommendations for improvements for each location
- **Summary/Next Steps** – Includes a summary of potential improvements at each location.

Executive Summary

At both the Coombsville Road/1st Avenue and Coombsville Road/4th Avenue intersections (“study intersections”), traffic data (volume, speed, and vehicle classification) was collected, and collision records were downloaded from the Statewide Integrated Traffic Records System (SWITRS). Our team also conducted a site visit to measure available line of sight and take photos of the vicinity of both study intersections. Our team evaluated the collected data using guidance from the California Manual on Uniform Traffic Control Devices (CAMUTCD) as it relates to supporting the installation of an All Way Stop Control (AWSC).

Based on our review of the data, applicable warrants in CAMUTCD, and best practices related to traffic calming and traffic safety, we have determined the following:

All-Way Stop Control Warrants:

- The **Coombsville Road/1st Avenue intersection** does not meet the criteria to support installation of an AWSC. However, numerous treatments were identified to address documented traffic speeds and intersection safety considerations.
- The traffic data and collision data collected and reviewed for the **Coombsville Road/4th Avenue** intersection does not meet the basic criteria to support installation of an AWSC, but the limited visibility between the stop-controlled northbound and uncontrolled westbound approach at Coombsville Rd/4th Avenue does support the installation of an AWSC at this location.
- Additional engineering will be required to design improvements over and above what County forces can install without preparation of construction documents.

Methodology

All Way Stop Control Warrants

The 2014 California Manual on Uniform Traffic Control Revision 7 (CAMUTCD) provides criteria for the evaluation of an all-way stop control (AWSC) evaluation criteria, summarized in **Table 1**. If any of the criteria are met, installation of stop control on all approaches may be warranted. However, meeting a warrant criterion does not automatically justify the installation of traffic control as there may be other factors to consider.

Table 1: All-Way Stop-Control Warrant Criteria

Criteria 1	Criteria 2	Criteria 3
1) Major street volumes exceed 300 vehicles per hour for any eight hours of a day, 2) Minor street volumes exceed 200 units ¹ per hour for the same eight hours, and 3) Average vehicle delay for the side street exceeds 30 seconds per vehicle in the peak hour	Insufficient sight distance ²	At least five crashes within the last year that can be corrected by all-way stop-control

Source: California Manual on Uniform Traffic Control Devices.

Notes:

1. Units include bicycles, pedestrians, and vehicles.
2. Sight distance standards defined by *A Policy on Geometric Design of Highways and Streets*, AASHTO, 6th Edition.

The CAMUTCD also provides four optional warrants that can be evaluated as part of considering an AWSC. While these alone are not enough to justify installation of AWSC, they can be utilized in conjunction with engineering judgement to address special circumstances or minor shortfalls in satisfying other warrant criteria.

1. Left-Turn Conflicts: This optional warrant is intended to address the conflict between left-turning traffic on the major street and oncoming traffic.
2. Vehicle/Pedestrian Conflicts: This optional warrant addresses intersections that have conflicts with vehicles and high pedestrian volumes.
3. Visibility: This optional warrant addresses intersections where the stopped road user cannot see conflicting traffic and negotiate the intersection unless conflicting traffic is also stopped.
4. Neighborhood Collectors: This optional warrant can be applied where two neighborhood collector streets intersect, applying when each has similar operating characteristics, and AWSC would improve traffic operation characteristics.

Data Collection

To apply the above warrants, traffic data is typically collected, including segment traffic volumes and speed data. To collect data to be applied to the above warrants, we recommend collecting traffic counts and speed data over a minimum of one week via hoses on the ground that collect data by time of day for 24 hours a day.

Collision History

To apply warrant criterion 3 above, we review at least five years of crash data. This typically includes accessing the Statewide Integrated Traffic Records System (SWITRS), maintained by California Highway Patrol. While not explicitly required, we typically seek out any other recently published traffic safety studies that may identify other area-wide traffic safety issues or other policies that support proactive improvements to address potential safety issues.

Sight Distance

In many cases, limited line of sight is one potential issue that an AWSC configuration can help address. In these circumstances, we typically review photographic evidence or conduct site visits to review current conditions. Informed by sight distance requirements described in Caltrans Highway Design Manual (HDM), we apply the speed data collected and distances measured to help determine if there is appropriate line of sight provided for vehicles to safely and comfortably see one another and make corrective actions to avoid collisions.

In many instances of AWSC assessments, corner sight distance (SD) is most applicable. CSD represents the line of sight between a motorist's eye on the side street being able to see approaching vehicles in each direction to safely and comfortably enter the roadway.

When reviewing sightlines, it is appropriate to review several roadway features, such as presence of on-street parking, plants, trees, and potential other features that could impede line of sight between road users on the side streets and the major street.

Intersection Evaluations

This assessment includes a review of the following two intersections in Napa County:

- Coombsville Road/1st Avenue
- Coombsville Road/4th Avenue

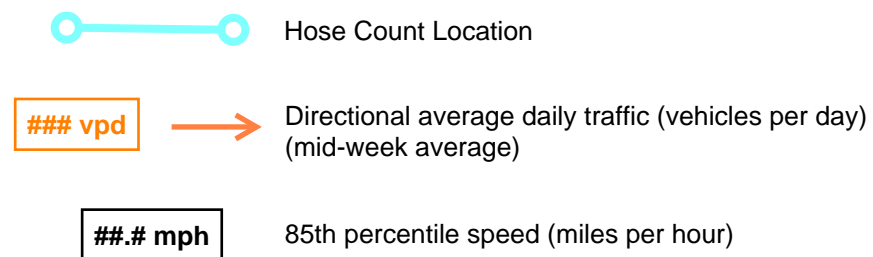
Both intersections were evaluated for AWSC warrants using the methodology and approach described above. To perform this assessment, we collected traffic data at each location, reviewed documented collisions near each intersection, and visited the site to observe traffic conditions and measure distances as part of a sight distance assessment. The following sections summarize the information gathered, analyzed, and findings as part of this study.

Geometric Configuration

- Coombsville Road is a two-lane east-west collector that provides a connection between downtown City of Napa and the Napa County neighborhoods directly east of downtown. The posted speed limit along this corridor in the vicinity of our study locations is 40 mph.
- 1st Avenue is a two-lane collector street that has residences fronting the roadway, and provides a connection to Hagen Rd to the north. 1st Street tees into Coombsville Road. The intersection of Coombsville Road and 1st Avenue is side street stop controlled.
- 4th Avenue is a two-lane residential street. The intersection of Coombsville Road and 4th Avenue is side street stop controlled.

Traffic Data

We collected a week of volume, speed, and vehicle classification data at each of the study intersections. Generally the mid-week volume data was higher than on the weekends. **Figures 1 and 2** illustrate the average daily traffic during the mid-week period (Tuesday through Thursday), as well as the 85th percentile speeds measured at each hose count location for the Coombsville Road/1st Avenue and Coombsville Road/4th Avenue intersections, respectively. Detailed traffic count data, including the vehicle classifications collected, are included in Appendix A.



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL
DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Figure 1
Traffic Data Collection Summary
Coombsville Rd / 1st Ave

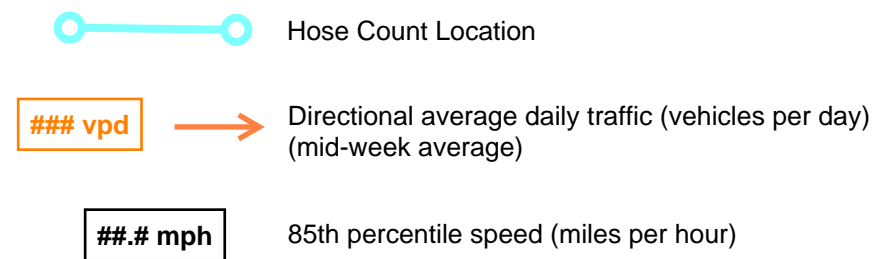
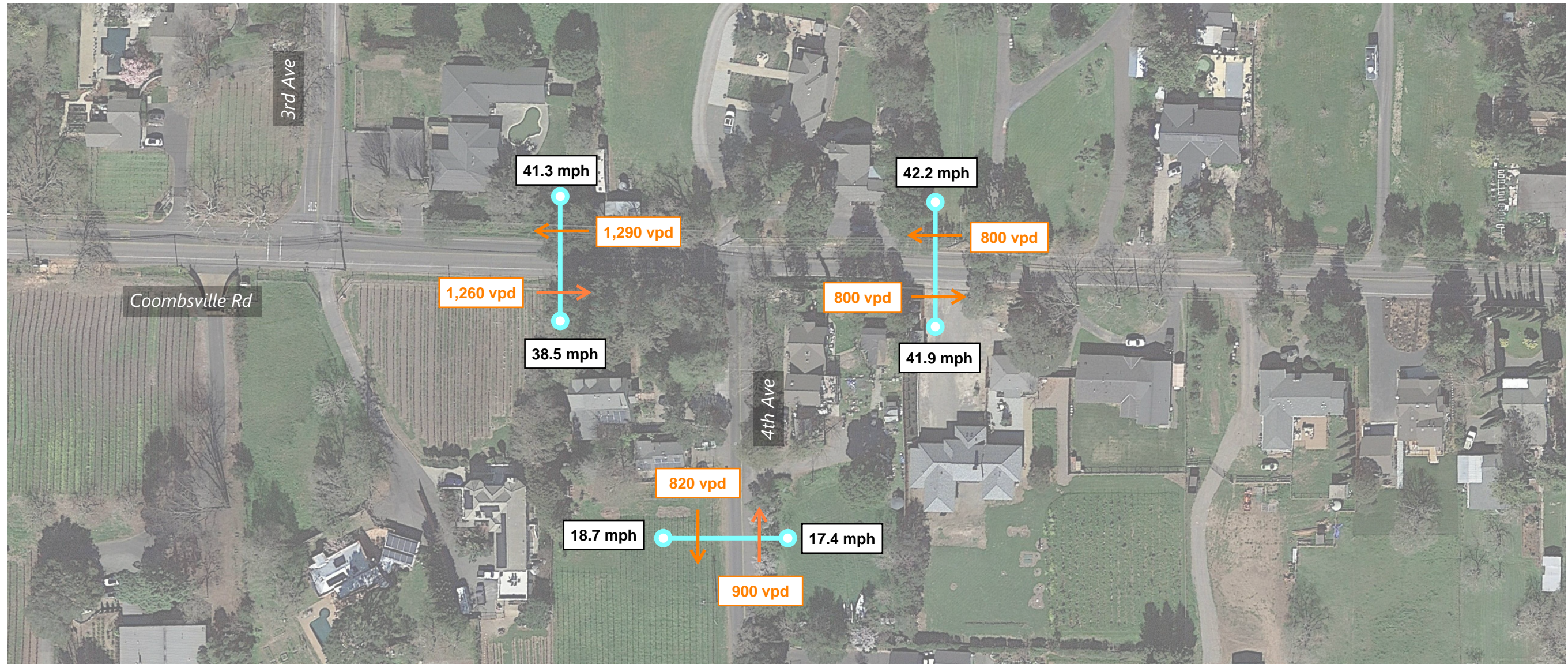


Figure 2

Traffic Data Collection Summary
Coombsville Rd / 4th Ave



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL
DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Coombsville Road and 1st Avenue

Along Coombsville Road, in both locations on both sides of 1st Avenue, the 85th percentile speed was calculated to be higher than the posted speed limit. The 85th percentile speed in both directions east and west of the intersection is between 42 and 45 mph, which is within 5 mph of the posted speed limit. While this does not trigger any particular improvement or countermeasure, this does demonstrate that the roadway characteristics and motorist behavior is such that many motorists regularly pass through this area at a rate of speed greater than the posted speed limit.

12 vehicles, or less than 1% of the total volume along Coombsville, were found to be operating at 60 mph or higher during the week of our traffic data collection. We also found that heavy vehicles (trucks and other multi-axle vehicle) accounted for about 9% of the traffic along Coombsville Road during the week of our traffic data collection.

Daily traffic volumes were found to be the highest during the mid-week period (Tuesday Wednesday and Thursday). West of the intersection about 1,900 to 2,000 vehicles were counted in each direction. East of the intersection about 1,600 vehicles were counted in each direction. North of the intersection along 1st Avenue about 1,000 vehicles were counted in each direction.

Coombsville Road and 4th Avenue

The 85th percentile speed calculated east and west of this intersection was found to range from 39 to 42 mph, demonstrating that motorists generally travel at about the posted speed limit. However, based on our field visit, we found that many motorists travel north and south along the 3rd Avenue and 4th Avenue corridor, which requires travelling east and west along Coombsville Road for a short segment west of 4th Avenue. Therefore, the rate of speed for those motorists between 3rd Avenue and 4th Avenue likely comprises a large amount of slower moving vehicles on that segment. Furthermore we would assume that the through traffic on Coombsville Road at this location likely travels slightly above the posted speed limit similar to what was found near the 1st Avenue intersection.

24 vehicles, or just 0.2% of the volume along Coombsville Road were found to be operating at 60 mph or higher during the week of our traffic data collection. We also found that heavy vehicles (trucks and other multi-axle vehicle) accounted for between 11 and 13% of the traffic along Coombsville Road during the week of our traffic data collection.

Daily traffic volumes were found to be the highest during the mid-week period (Tuesday Wednesday and Thursday). West of the intersection about 1,250 to 1,300 vehicles were counted in each direction. East of the intersection about 800 vehicles were counted in each direction. South of the intersection along 4th Avenue about 800 to 900 vehicles were counted in each direction.

Sight Distance

Stopping sight distance (SSD) was reviewed at each location to determine whether vehicles on Coombsville Road have enough time to stop ahead of turning vehicles from 4th Avenue or 1st Avenue. SSD is defined as the distance required by a driver of a vehicle, traveling at a given speed, to bring the vehicle to a stop after an object on the road becomes visible.¹ Design speed, or in the case of our assessment the observed 85th percentile speed, is one of the inputs to determine SSD requirements. According to the *Caltrans Highway Design Manual* (HDM), the SSD for a design speed of 40 mph is 305 feet and the SSD for a design speed of 45 mph is 360 feet.

Coombsville Road and 1st Avenue

At the 1st Avenue approach, a motorist waiting to turn from 1st Avenue to Coombsville Road can see more than 600 ft to the west and over 400 ft to the east. This line of sight (in each direction) is greater than the corresponding SSD for traffic approaching at the maximum observed 85th percentile speed of 45 mph.

Coombsville Road and 4th Avenue

At the 4th Avenue approach, line of sight from the motorists on 4th Avenue and westbound traffic is obstructed by the existing outcropping of bushes and trees at the southeast corner of the intersection. During our field visit, we measured the distance a motorist on the side street can see to the east (looking at oncoming westbound traffic) is about 110 ft. Provided that our data collection effort found that the westbound 85th percentile speed for the westbound approach was 42 mph, a SSD of approximate 340 ft would be necessary to meet applicable sightlines at this intersection. While at the site, we investigated how the line of sight could be improved with removing plantings and trees, and installing a vertical wall along the existing fence line. With that improvement, we estimate that the line of sight could be increased from about 110 ft to 225 ft. Even with that improvement, the line of sight provided would not be adequately long enough for motorists to make decisions to enter the roadway. As such, additional traffic control devices and features should be considered to either reduce westbound traffic speeds or require westbound traffic to slow or stop at this intersection.

¹ Sight distance standards defined by *A Policy on Geometric Design of Highways and Streets*, AASHTO, 6th Edition.

Collision Data

Five years of collision data (2018-2023) was assessed to inform the stop control warrant recommendation. Tables 3 and 4 display the collision history in the vicinity of the Coombsville Road/1st Avenue and Coombsville Road/4th Avenue intersections, respectively.

Table 3. Coombsville Road and 1st Avenue Collision History

Year	Collision Type	Motor Vehicle Involved With	PCF Violation Code	Severity
2018	Hit Object	Fixed Object	Improper Turning	PDO
2019	Hit Object	Fixed Object	Driving Under Influence	2 – Injury (Severe)
	Hit Object	Fixed Object	Improper Turning	PDO
	Hit Object	Fixed Object	Driving Under Influence	PDO
2021	Hit Object	Fixed Object	Improper Turning	4 – Injury (Complaint of Pain)
2022	Hit Object	Fixed Object	Improper Turning	2 – Injury (Severe)
2023	Hit Object	N/A	Unsafe Speed	2 – Injury (Severe)

Table 4. Coombsville Road and 4th Avenue Collision History

Year	Collision Type	Motor Vehicle Involved With	PCF Violation Code	Severity
2018	Rear End	Other Motor Vehicle	Unsafe Speed	PDO
2021	Rear End	Other Motor Vehicle	Driving Under Influence	PDO

Notes:

PDO = Property Damage Only

PCF = Primary Collision Factor

Neither intersection meets the minimum number of collisions for all-way-stop control, which is 3 collisions in a 12 month period susceptible to correction with a stop sign (right angle collisions or minor street failing to yield to major street traffic), or 5 collisions within a 2 year period.

AWSC Warrant Results

Coombsville Road and 1st Avenue

We collected data that showed, per the CAMUTCD, the Coombsville Road/1st Avenue intersection does not meet the warrants for all way stop control. However, based on community feedback and our review of the data collected, we would recommend roadway features that would be expected to reduce traffic speeds in the east and west directions.

Coombsville Road and 4th Avenue

While the data collected does not support the installation of an AWSC at the Coombsville Road/4th Avenue, the sight distance issues described for the westbound approach do meet the optional warrant based on limited sight distance to consider an all-way stop.

As such, we would recommend the County consider installation of an all-way stop control configuration at the Coombsville Road/4th Avenue intersection.

Recommendations

Based on the methodology and analysis presented above, we recommend the following treatments be considered at each location:

Coombsville Road and 1st Avenue

While the warrants for an AWSC are not met, reviewing data collected and discussions with the County about community concerns around this intersection, we recommend the County consider improvements that would increase visibility, provide advanced warning to motorists in the eastbound and westbound directions, and reduce the operating speed of motorists along Coombsville Road. While relatively easy to implement “quick-build” improvements may be feasible, more permanent features that are easier to maintain and less likely to be damaged should be considered. The County also developed recommendations for intersection treatments, referred to as the 1st Avenue Improvement Plan, included as an Appendix. These potential improvements, and additional improvements and recommendations by category, include:

Landscaping Maintenance

- County should proactively trim overgrown trees and plantings on the south side of Coombsville Road on the westbound approach to the 1st Avenue intersection.

Pavement Markings and Surface Treatments

- County should investigate the feasibility and appropriateness of speed limit pavement markings along the corridor, including a post installation data collection effort to determine effectiveness.



- The 1st Avenue Improvement Plan suggests adding yellow pavement markers on both sides of the centerline starting at the curve on the east side of the intersection and ending 100 feet after 1st Avenue.
- Additional reflective surface mounted markers should be considered at the intersection to increase visibility for the centerline and approach lanes. This could include pavement markings, striping, and pavement markers to visually reduce the amount of pavement at the intersection, with the goal to cause motorists to reduce speeds as they turn through the intersection.



Advanced Warning Signs

- Consider advisory speed signs, or corridor level speed limit reductions with necessary infrastructure and policies to enforce.

Intersection Signage and Advanced Conspicuity Enhancements

The county has identified several potential treatments at the intersection including:

- Double-Sided Chevrons: The 1st Avenue Improvement Plan suggests adding solar powered LED double-sided chevrons with yellow reflective posts be installed on the curve on the east side of the intersection near the current intersection sign. These would be expected to increase visibility which would be expected to cause some motorists to travel through the area at a lower rate of speed.
- LED Stop Sign: The 1st Avenue Improvement Plan identified the potential to upgrade the existing stop sign to a solar-powered LED stop sign would improve visibility. However, adding lights may not be as effective as relocating the sign to a location that is less obstructed by the existing utility poles. Furthermore, the collision history did not reflect an issue with side street motorists not yielding to oncoming traffic. Therefore, enhancements to the side street stop control signage would not be expected to have a considerable benefit to the issues observed at this intersection.
- Cross Traffic Does Not Stop Sign: The 1st Avenue Improvement Plan suggests adding additional signage at the intersection to warn vehicles approaching from 1st Avenue, which is appropriate, but for similar reasons stated above, would not be expected to shift driver behavior or address the observed safety issues at this intersection.



Horizontal and Vertical Features

- County should investigate the feasibility and applicability of centerline rumble strips. While collision records did not indicate head-on collisions were an issue, the numerous fixed object crashes do support the need for features that warn motorists that they are deviating from their lane. We do not recommend rumble strips on the right side of the travel lanes due to the potential safety issues to would cause for cyclists.



- County should study the feasibility of raised median islands at the intersection to provide vertical features to deter motorists from crossing over medians and edge lines. Accommodations for cyclists should be considered to ensure vertical islands or medians provide improved comfort and result in potential safety benefits to bicycle facilities through the intersection.



- The County should consider hardened centerline treatments, which could be rounded asphalt or concrete bumps that address motorists' behavior of taking the eastbound left turn from Coombsville Road to northbound 1st Avenue at a high rate of speed.

Additional Resources

In 2020, FHWA released their Roadway Departure Strategic Plan² that provides potential treatments that could be considered for this corridor. We recommend the County consider corridor level studies and policies to determine appropriate treatments to reduce speeds, decrease the potential for crashes. FHWA has also published materials related to Safe Systems approach and speed limit setting that would be applicable to the County as a whole, and likely address the same type of speeding and intermittent lane departure crashes that were documented along Coombsville Road.

Coombsville Road at 4th Avenue

Due to the limited sight lines observed at this intersection, an all-way stop control is recommended to be implemented at the Coombsville Road and 4th Avenue intersection. In addition to the additional STOP signs, the following is suggested to support the change in traffic control and address other corridor safety issues:

- Consider trimming plantings and trees to maximize sightlines for westbound motorists and motorists waiting on 4th Avenue approach.
- Consider decreasing the lane widths from 12 feet to 11 feet with a slightly increased median separation for installation of raised pavement markers
- Consider additional corridor improvements to be consistent with the potential improvements described above at the Coombsville Road/1st Street intersection.

² https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/RwD_Strategic_Plan_2020_508.pdf

Location: 04 - Coombsville Rd, W-O First Ave
Date Range: 8/11/2023 - 8/17/2023
Site Code:

Time	Friday 8/11/2023			Saturday 8/12/2023			Sunday 8/13/2023			Monday 8/14/2023			Tuesday 8/15/2023			Wednesday 8/16/2023			Thursday 8/17/2023			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	14	10	24	15	11	26	22	9	31	16	11	27	7	12	19	5	2	7	3	6	9	5	7	12
1:00 AM	8	3	11	7	5	12	9	5	14	4	14	18	1	2	3	2	2	4	7	2	9	3	2	5
2:00 AM	4	4	8	4	0	4	5	4	9	4	6	10	1	3	4	0	2	2	3	2	5	1	2	4
3:00 AM	6	5	11	2	6	8	2	4	6	3	3	6	2	1	3	4	2	6	3	3	6	3	2	5
4:00 AM	6	5	11	3	2	5	5	3	8	3	3	6	4	8	12	1	8	9	5	8	13	3	8	11
5:00 AM	17	19	36	7	5	12	10	5	15	15	20	35	19	23	42	14	19	33	19	26	45	17	23	40
6:00 AM	53	54	107	30	21	51	13	20	33	58	54	112	61	50	111	57	49	106	55	49	104	58	49	107
7:00 AM	87	90	177	48	58	106	27	43	70	83	88	171	103	97	200	116	128	244	121	107	228	113	111	224
8:00 AM	118	146	264	85	110	195	69	71	140	116	134	250	100	129	229	222	163	385	193	166	359	172	153	324
9:00 AM	130	126	256	91	123	214	57	120	177	96	114	210	95	144	239	101	125	226	110	121	231	102	130	232
10:00 AM	115	151	266	98	142	240	72	97	169	111	143	254	126	126	252	112	136	248	120	122	242	119	128	247
11:00 AM	135	148	283	143	149	292	132	117	249	124	147	271	137	144	281	111	141	252	124	150	274	124	145	269
12:00 PM	159	163	322	130	108	238	94	116	210	121	129	250	116	137	253	141	144	285	132	170	302	130	150	280
1:00 PM	150	132	282	118	121	239	111	90	201	138	109	247	130	147	277	190	195	385	177	163	340	166	168	334
2:00 PM	152	138	290	116	89	205	103	105	208	118	137	255	101	143	244	139	167	306	113	140	253	118	150	268
3:00 PM	150	180	330	111	117	228	91	98	189	133	178	311	128	178	306	141	158	299	130	161	291	133	166	299
4:00 PM	143	156	299	97	95	192	87	117	204	140	110	250	151	159	310	130	138	268	165	143	308	149	147	295
5:00 PM	140	162	302	80	112	192	103	115	218	110	157	267	156	134	290	162	148	310	156	147	303	158	143	301
6:00 PM	114	122	236	90	99	189	102	90	192	109	99	208	108	109	217	115	94	209	105	99	204	109	101	210
7:00 PM	88	105	193	84	86	170	92	87	179	93	88	181	83	69	152	83	83	166	91	75	166	86	76	161
8:00 PM	80	79	159	72	66	138	63	58	121	83	66	149	68	53	121	64	69	133	71	72	143	68	65	132
9:00 PM	82	41	123	53	47	100	69	36	105	60	30	90	41	27	68	55	47	102	37	33	70	44	36	80
10:00 PM	63	40	103	45	39	84	47	24	71	25	19	44	25	17	42	29	13	42	23	14	37	26	15	40
11:00 PM	28	14	42	24	35	59	18	12	30	15	19	34	12	6	18	7	5	12	15	10	25	11	7	18
Total	2,042	2,093	4,135	1,553	1,646	3,199	1,403	1,446	2,849	1,778	1,878	3,656	1,775	1,918	3,693	2,001	2,038	4,039	1,978	1,989	3,967	1,918	1,982	3,900
Percent	49%	51%		49%	51%		49%	51%		49%	51%		48%	52%		50%	50%		50%	50%		49%	51%	
AM Peak	11:00	10:00	11:00	11:00	11:00	11:00	11:00	09:00	11:00	11:00	11:00	11:00	11:00	09:00	11:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00
Vol.	135	151	283	143	149	292	132	120	249	124	147	271	137	144	281	222	163	385	193	166	359	172	153	324
PM Peak	12:00	15:00	15:00	12:00	13:00	13:00	13:00	16:00	17:00	16:00	15:00	15:00	17:00	15:00	16:00	13:00	13:00	13:00	13:00	12:00	13:00	13:00	13:00	13:00
Vol.	159	180	330	130	121	239	111	117	218	140	178	311	156	178	310	190	195	385	177	170	340	166	168	334

1. Mid-week average includes data between Tuesday and Thursday.

Location: 05 - Coombsville Rd, E-O First Ave
Date Range: 8/11/2023 - 8/17/2023
Site Code:

Time	Friday 8/11/2023			Saturday 8/12/2023			Sunday 8/13/2023			Monday 8/14/2023			Tuesday 8/15/2023			Wednesday 8/16/2023			Thursday 8/17/2023			Mid-Week Average		
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6:00 AM	44	44	88	20	18	38	14	19	33	44	41	85	51	44	95	54	45	99	50	41	91	52	43	95
7:00 AM	67	79	146	44	46	90	24	30	54	74	78	152	102	87	189	91	104	195	87	94	181	93	95	188
8:00 AM	81	122	203	62	89	151	48	56	104	91	108	199	71	116	187	148	116	264	122	113	235	114	115	229
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11:00 AM	110	129	239	107	114	221	111	103	214	116	132	248	123	129	252	93	128	221	91	129	220	102	129	231
12:00 PM	135	142	277	109	102	211	78	98	176	97	106	203	103	119	222	123	121	244	105	121	226	110	120	231
1:00 PM	116	115	231	104	96	200	84	80	164	122	99	221	123	123	246	125	147	272	138	110	248	129	127	255
2:00 PM	142	110	252	91	74	165	75	83	158	99	112	211	98	121	219	128	122	250	97	111	208	108	118	226
3:00 PM	145	156	301	89	83	172	66	76	142	119	147	266	114	146	260	115	132	247	124	131	255	118	136	254
4:00 PM	116	136	252	74	89	163	65	85	150	112	85	197	130	121	251	119	110	229	122	112	234	124	114	238
5:00 PM	107	123	230	72	77	149	79	83	162	87	137	224	131	113	244	131	117	248	118	128	246	127	119	246
6:00 PM	96	86	182	78	86	164	50	67	117	98	74	172	77	84	161	92	71	163	85	81	166	85	79	163
7:00 PM	73	89	162	70	66	136	63	60	123	75	72	147	57	58	115	80	66	146	73	61	134	70	62	132
8:00 PM	67	55	122	60	58	118	47	46	93	66	58	124	57	49	106	47	63	110	58	61	119	54	58	112
9:00 PM	65	34	99	44	38	82	58	28	86	47	28	75	33	20	53	43	47	90	32	30	62	36	32	68
10:00 PM	49	34	83	32	37	69	28	21	49	25	20	45	18	12	30	23	10	33	18	17	35	20	13	33
11:00 PM	20	15	35	19	33	52	14	7	21	16	18	34	11	3	14	5	4	9	13	8	21	10	5	15
Total	1,697	1,760	3,457	1,265	1,332	2,597	1,066	1,152	2,218	1,500	1,589	3,089	1,530	1,625	3,155	1,630	1,656	3,286	1,566	1,592	3,158	1,575	1,624	3,200
Percent	49%	51%		49%	51%		48%	52%		49%	51%		48%	52%		50%	50%		50%	50%		49%	51%	
AM Peak	09:00	10:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	11:00	09:00	11:00	08:00	11:00	08:00	08:00	11:00	08:00	08:00	11:00	11:00
Vol.	114	130	239	107	114	221	111	103	214	116	132	248	123	131	252	148	128	264	122	129	235	114	129	231
PM Peak	15:00	15:00	15:00	12:00	12:00	12:00	13:00	12:00	12:00	13:00	15:00	15:00	17:00	15:00	15:00	17:00	13:00	13:00	13:00	13:00	15:00	15:00	13:00	15:00
Vol.	145	156	301	109	102	211	84	98	176	122	147	266	131	146	260	131	147	272	138	131	255	129	136	255

1. Mid-week average includes data between Tuesday and Thursday.

Location: 06 - First Ave, N/O Coombsville Rd
Date Range: 8/11/2023 - 8/17/2023
Site Code:

Time	Friday 8/11/2023			Saturday 8/12/2023			Sunday 8/13/2023			Monday 8/14/2023			Tuesday 8/15/2023			Wednesday 8/16/2023			Thursday 8/17/2023			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	5	5	10	9	4	13	9	4	13	4	2	6	4	4	8	3	0	3	3	3	6	3	2	6
1:00 AM	2	1	3	2	2	4	1	2	3	3	5	8	1	2	3	1	0	1	1	1	2	1	1	2
2:00 AM	1	1	2	3	1	4	2	3	5	3	2	5	1	2	3	0	2	2	0	1	1	0	2	2
3:00 AM	2	2	4	2	3	5	1	1	2	1	0	1	1	1	2	2	2	4	2	2	4	2	2	3
4:00 AM	5	4	9	4	1	5	4	3	7	3	3	6	4	2	6	3	6	9	5	7	12	4	5	9
5:00 AM	9	4	13	3	2	5	1	4	5	8	7	15	13	13	26	8	7	15	13	10	23	11	10	21
6:00 AM	29	27	56	12	5	17	6	8	14	28	29	57	25	26	51	23	26	49	19	20	39	22	24	46
7:00 AM	53	45	98	21	29	50	10	23	33	44	46	90	44	57	101	94	92	186	88	67	155	75	72	147
8:00 AM	68	65	133	37	38	75	39	37	76	58	61	119	68	51	119	123	109	232	120	96	216	104	85	189
9:00 AM	52	48	100	50	61	111	34	47	81	45	39	84	53	72	125	62	57	119	58	63	121	58	64	122
10:00 AM	60	73	133	36	58	94	34	33	67	42	56	98	46	55	101	55	66	121	49	54	103	50	58	108
11:00 AM	70	72	142	65	79	144	53	47	100	58	69	127	67	69	136	61	57	118	52	49	101	60	58	118
12:00 PM	74	75	149	66	48	114	41	49	90	52	57	109	50	65	115	68	73	141	64	79	143	61	72	133
1:00 PM	64	58	122	48	57	105	61	39	100	55	50	105	54	70	124	109	107	216	88	93	181	84	90	174
2:00 PM	77	88	165	49	43	92	45	44	89	54	70	124	64	74	138	70	102	172	66	75	141	67	84	150
3:00 PM	77	102	179	56	72	128	49	47	96	77	89	166	74	89	163	76	87	163	75	93	168	75	90	165
4:00 PM	73	78	151	58	44	102	44	54	98	70	70	140	80	92	172	74	93	167	95	80	175	83	88	171
5:00 PM	83	88	171	33	60	93	66	70	136	76	77	153	75	78	153	87	85	172	78	73	151	80	79	159
6:00 PM	44	58	102	34	35	69	74	44	118	39	58	97	55	54	109	51	55	106	50	53	103	52	54	106
7:00 PM	43	41	84	30	36	66	50	42	92	40	40	80	45	32	77	40	49	89	35	33	68	40	38	78
8:00 PM	25	34	59	24	21	45	29	25	54	37	27	64	32	20	52	30	21	51	38	33	71	33	25	58
9:00 PM	28	18	46	25	24	49	27	22	49	25	15	40	17	16	33	21	14	35	16	13	29	18	14	32
10:00 PM	24	16	40	25	13	38	22	8	30	5	6	11	13	11	24	7	5	12	11	3	14	10	6	17
11:00 PM	13	5	18	9	10	19	7	8	15	7	8	15	5	6	11	3	2	5	4	4	8	4	4	8
Total	981	1,008	1,989	701	746	1,447	709	664	1,373	834	886	1,720	891	961	1,852	1,071	1,117	2,188	1,030	1,005	2,035	997	1,028	2,025
Percent	49%	51%		48%	52%		52%	48%		48%	52%		48%	52%		49%	51%		51%	49%		49%	51%	
AM Peak	11:00	10:00	11:00	11:00	11:00	11:00	11:00	09:00	11:00	08:00	11:00	11:00	08:00	09:00	11:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00
Vol.	70	73	142	65	79	144	53	47	100	58	69	127	68	72	136	123	109	232	120	96	216	104	85	189
PM Peak	17:00	15:00	15:00	12:00	15:00	15:00	18:00	17:00	17:00	15:00	15:00	15:00	16:00	16:00	16:00	13:00	13:00	13:00	16:00	13:00	13:00	13:00	13:00	13:00
Vol.	83	102	179	66	72	128	74	70	136	77	89	166	80	92	172	109	107	216	95	93	181	84	90	174

1. Mid-week average includes data between Tuesday and Thursday.

Vehicle Speed Report Summary



Location: 04 - Coombsville Rd, W-O First Ave

Direction: Eastbound / Westbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	Speed Range (mph)																		Total Volume
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +		
Eastbound	4	56	83	320	1,552	2,804	3,172	3,217	1,090	180	40	12	0	0	0	0	0	12,530	
	0.0%	0.4%	0.7%	2.6%	12.4%	22.4%	25.3%	25.7%	8.7%	1.4%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%		
Westbound	8	70	132	844	2,591	1,364	2,865	3,696	1,216	192	23	7	0	0	0	0	0	13,008	
	0.1%	0.5%	1.0%	6.5%	19.9%	10.5%	22.0%	28.4%	9.3%	1.5%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%		
Total	12	126	215	1,164	4,143	4,168	6,037	6,913	2,306	372	63	19	0	0	0	0	0	25,538	
	0.0%	0.5%	0.8%	4.6%	16.2%	16.3%	23.6%	27.1%	9.0%	1.5%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%		

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Eastbound				Eastbound			
50th Percentile (Median)	37.6	mph		Mean (Average) Speed	37.0	mph	
85th Percentile	43.7	mph		10 mph Pace	33.6 - 43.6	mph	
95th Percentile	47.1	mph		Percent in Pace	52.0	%	
Westbound				Westbound			
50th Percentile (Median)	38.4	mph		Mean (Average) Speed	36.3	mph	
85th Percentile	44.1	mph		10 mph Pace	36.4 - 46.4	mph	
95th Percentile	47.2	mph		Percent in Pace	50.9	%	

Vehicle Speed Report Summary



Location: 05 - Coombsville Rd, E-O First Ave

Direction: Eastbound / Westbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	Speed Range (mph)																	Total Volume
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +	
Eastbound	3	13	23	146	855	2,045	3,750	2,645	657	94	17	6	0	0	0	0	0	10,254
	0.0%	0.1%	0.2%	1.4%	8.3%	19.9%	36.6%	25.8%	6.4%	0.9%	0.2%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
Westbound	18	65	83	133	622	2,337	4,295	2,522	535	88	8	0	0	0	0	0	0	10,706
	0.2%	0.6%	0.8%	1.2%	5.8%	21.8%	40.1%	23.6%	5.0%	0.8%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total	21	78	106	279	1,477	4,382	8,045	5,167	1,192	182	25	6	0	0	0	0	0	20,960
	0.1%	0.4%	0.5%	1.3%	7.0%	20.9%	38.4%	24.7%	5.7%	0.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Eastbound				Eastbound			
50th Percentile (Median)		37.9	mph	Mean (Average) Speed		37.5	mph
85th Percentile		42.9	mph	10 mph Pace		33.4 - 43.4	mph
95th Percentile		46.2	mph	Percent in Pace		65.0	%
Westbound				Westbound			
50th Percentile (Median)		37.5	mph	Mean (Average) Speed		37.1	mph
85th Percentile		42.4	mph	10 mph Pace		32.9 - 42.9	mph
95th Percentile		45.4	mph	Percent in Pace		68.9	%

Vehicle Speed Report Summary



Location: 06 - First Ave, N/O Coombsville Rd

Direction: Northbound / Southbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	Speed Range (mph)																	Total Volume
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +	
Northbound	12	52	188	928	2,747	1,874	356	47	12	1	0	0	0	0	0	0	0	6,217
	0.2%	0.8%	3.0%	14.9%	44.2%	30.1%	5.7%	0.8%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Southbound	7	65	183	945	2,955	1,994	224	14	0	0	0	0	0	0	0	0	0	6,387
	0.1%	1.0%	2.9%	14.8%	46.3%	31.2%	3.5%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total	19	117	371	1,873	5,702	3,868	580	61	12	1	0	0	0	0	0	0	0	12,604
	0.2%	0.9%	2.9%	14.9%	45.2%	30.7%	4.6%	0.5%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Northbound				Northbound			
50th Percentile (Median)	28.6	mph		Mean (Average) Speed	28.5	mph	
85th Percentile	32.9	mph		10 mph Pace	23.8 - 33.8	mph	
95th Percentile	35.6	mph		Percent in Pace	76.0	%	
Southbound				Southbound			
50th Percentile (Median)	28.5	mph		Mean (Average) Speed	28.2	mph	
85th Percentile	32.3	mph		10 mph Pace	23.8 - 33.8	mph	
95th Percentile	34.5	mph		Percent in Pace	80.3	%	

Vehicle Classification Report Summary

Location: 04 - Coombsville Rd, W-O First Ave

Count Direction: Eastbound / Westbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Eastbound	169	8,457	2,755	61	988	88	0	4	8	0	0	0	0	12,530
	1.3%	67.5%	22.0%	0.5%	7.9%	0.7%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Westbound	235	8,883	2,829	50	900	98	0	2	9	1	0	0	1	13,008
	1.8%	68.3%	21.7%	0.4%	6.9%	0.8%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Total	404	17,340	5,584	111	1,888	186	0	6	17	1	0	0	1	25,538
	1.6%	67.9%	21.9%	0.4%	7.4%	0.7%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Vehicle Classification Report Summary

Location: 05 - Coombsville Rd, E-O First Ave

Count Direction: Eastbound / Westbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Eastbound	91	6,591	2,518	56	955	30	0	3	9	1	0	0	0	10,254
	0.9%	64.3%	24.6%	0.5%	9.3%	0.3%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Westbound	201	7,077	2,415	51	909	38	0	3	9	3	0	0	0	10,706
	1.9%	66.1%	22.6%	0.5%	8.5%	0.4%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Total	292	13,668	4,933	107	1,864	68	0	6	18	4	0	0	0	20,960
	1.4%	65.2%	23.5%	0.5%	8.9%	0.3%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Vehicle Classification Report Summary

Location: 06 - First Ave, N/O Coombsville Rd

Count Direction: Northbound / Southbound

Date Range: 8/11/2023 to 8/17/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Northbound	95	3,773	1,722	31	519	66	0	2	7	2	0	0	0	6,217
	1.5%	60.7%	27.7%	0.5%	8.3%	1.1%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Southbound	106	4,019	1,563	47	578	69	0	3	1	1	0	0	0	6,387
	1.7%	62.9%	24.5%	0.7%	9.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total	201	7,792	3,285	78	1,097	135	0	5	8	3	0	0	0	12,604
	1.6%	61.8%	26.1%	0.6%	8.7%	1.1%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Location: Coombsville Rd, W/O 4th Ave
Date Range: 8/5/2023 - 8/11/2023
Site Code:

Time	Saturday 8/5/2023			Sunday 8/6/2023			Monday 8/7/2023			Tuesday 8/8/2023			Wednesday 8/9/2023			Thursday 8/10/2023			Friday 8/11/2023			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	6	4	10	8	16	24	5	7	12	2	4	6	1	0	1	3	6	9	7	5	12	2	3	5
1:00 AM	5	7	12	5	5	10	4	5	9	1	2	3	3	4	7	4	2	6	3	1	4	3	3	5
2:00 AM	2	2	4	2	2	4	0	0	0	5	2	7	4	0	4	2	2	4	4	2	6	4	1	5
3:00 AM	3	2	5	3	1	4	1	3	4	1	2	3	4	4	8	3	0	3	4	2	6	3	2	5
4:00 AM	6	5	11	2	1	3	4	4	8	5	5	10	6	9	15	9	6	15	6	4	10	7	7	13
5:00 AM	10	17	27	6	6	12	14	22	36	14	30	44	21	24	45	12	32	44	7	26	33	16	29	44
6:00 AM	15	14	29	12	12	24	29	45	74	33	36	69	33	52	85	30	32	62	35	45	80	32	40	72
7:00 AM	32	36	68	22	28	50	78	68	146	69	68	137	79	79	158	68	72	140	60	72	132	72	73	145
8:00 AM	67	68	135	43	51	94	91	104	195	101	103	204	86	90	176	80	90	170	85	99	184	89	94	183
9:00 AM	85	78	163	56	66	122	80	97	177	77	113	190	83	88	171	93	86	179	93	81	174	84	96	180
10:00 AM	84	93	177	58	64	122	98	64	162	84	75	159	84	85	169	80	83	163	105	96	201	83	81	164
11:00 AM	95	110	205	60	72	132	71	107	178	90	79	169	64	79	143	79	110	189	82	102	184	78	89	167
12:00 PM	75	86	161	66	64	130	103	102	205	93	88	181	86	97	183	94	89	183	96	101	197	91	91	182
1:00 PM	88	91	179	67	74	141	83	86	169	85	94	179	74	80	154	82	74	156	84	91	175	80	83	163
2:00 PM	62	91	153	58	51	109	97	85	182	101	86	187	90	105	195	82	77	159	76	86	162	91	89	180
3:00 PM	65	61	126	50	40	90	98	107	205	125	107	232	116	97	213	120	108	228	126	99	225	120	104	224
4:00 PM	65	53	118	53	48	101	90	94	184	81	78	159	90	102	192	103	104	207	98	95	193	91	95	186
5:00 PM	57	70	127	46	65	111	78	85	163	119	94	213	95	80	175	81	91	172	54	95	149	98	88	187
6:00 PM	53	53	106	54	40	94	59	48	107	77	79	156	55	64	119	65	65	130	62	66	128	66	69	135
7:00 PM	36	41	77	48	53	101	47	58	105	50	74	124	56	42	98	44	46	90	37	55	92	50	54	104
8:00 PM	53	43	96	55	48	103	44	43	87	46	55	101	56	49	105	35	49	84	51	48	99	46	51	97
9:00 PM	27	28	55	27	31	58	22	16	38	29	26	55	26	29	55	41	15	56	40	21	61	32	23	55
10:00 PM	25	22	47	18	16	34	16	13	29	16	12	28	15	11	26	24	19	43	33	28	61	18	14	32
11:00 PM	12	17	29	14	13	27	7	6	13	5	8	13	4	7	11	7	5	12	9	20	29	5	7	12
Total	1,028	1,092	2,120	833	867	1,700	1,219	1,269	2,488	1,309	1,320	2,629	1,231	1,277	2,508	1,241	1,263	2,504	1,257	1,340	2,597	1,260	1,287	2,547
Percent	48%	52%		49%	51%		49%	51%		50%	50%		49%	51%		50%	50%		48%	52%		49%	51%	
AM Peak	11:00	11:00	11:00	11:00	11:00	11:00	10:00	11:00	08:00	08:00	09:00	08:00	08:00	08:00	08:00	09:00	11:00	11:00	10:00	11:00	10:00	08:00	09:00	08:00
Vol.	95	110	205	60	72	132	98	107	195	101	113	204	86	90	176	93	110	189	105	102	201	89	96	183
PM Peak	13:00	13:00	13:00	13:00	13:00	13:00	12:00	15:00	12:00	15:00	15:00	15:00	15:00	14:00	15:00	15:00	15:00	15:00	15:00	12:00	15:00	15:00	15:00	15:00
Vol.	88	91	179	67	74	141	103	107	205	125	107	232	116	105	213	120	108	228	126	101	225	120	104	224

1. Mid-week average includes data between Tuesday and Thursday.

Location: Coombsville Rd, E/O 4th Ave
Date Range: 8/5/2023 - 8/11/2023
Site Code:

Time	Saturday 8/5/2023			Sunday 8/6/2023			Monday 8/7/2023			Tuesday 8/8/2023			Wednesday 8/9/2023			Thursday 8/10/2023			Friday 8/11/2023			Mid-Week Average		
	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00 AM	2	3	5	11	8	19	6	2	8	1	1	2	0	0	0	1	5	6	7	4	11	1	2	3
1:00 AM	4	4	8	4	3	7	3	7	10	0	0	0	2	1	3	4	2	6	2	1	3	2	1	3
2:00 AM	2	1	3	1	1	2	1	0	1	3	2	5	3	0	3	0	1	1	3	2	5	2	1	3
3:00 AM	2	1	3	2	2	4	1	3	4	1	1	2	4	3	7	1	0	1	2	3	5	2	1	3
4:00 AM	3	5	8	1	1	2	2	2	4	1	2	3	3	5	8	4	4	8	1	3	4	3	4	6
5:00 AM	10	2	12	8	4	12	13	11	24	7	9	16	14	10	24	6	12	18	7	10	17	9	10	19
6:00 AM	6	7	13	5	10	15	26	18	44	28	16	44	23	24	47	31	13	44	31	17	48	27	18	45
7:00 AM	11	21	32	8	19	27	46	42	88	48	41	89	43	41	84	50	39	89	49	40	89	47	40	87
8:00 AM	47	38	85	14	31	45	57	63	120	67	68	135	52	51	103	42	52	94	37	53	90	54	57	111
9:00 AM	52	59	111	24	50	74	61	58	119	49	78	127	49	59	108	51	63	114	52	53	105	50	67	116
10:00 AM	45	54	99	37	35	72	60	52	112	58	56	114	57	60	117	43	62	105	65	77	142	53	59	112
11:00 AM	62	68	130	29	29	58	52	70	122	62	57	119	49	55	104	57	58	115	41	67	108	56	57	113
12:00 PM	49	44	93	41	35	76	79	68	147	59	65	124	63	59	122	53	58	111	65	60	125	58	61	119
1:00 PM	55	56	111	46	47	93	53	60	113	53	59	112	48	56	104	46	46	92	63	53	116	49	54	103
2:00 PM	43	60	103	42	26	68	48	55	103	46	50	96	45	62	107	52	48	100	51	45	96	48	53	101
3:00 PM	47	34	81	32	23	55	49	75	124	60	71	131	50	64	114	49	76	125	57	64	121	53	70	123
4:00 PM	39	39	78	36	25	61	66	55	121	50	59	109	58	59	117	68	60	128	46	63	109	59	59	118
5:00 PM	35	30	65	32	31	63	42	61	103	88	57	145	54	43	97	45	50	95	34	56	90	62	50	112
6:00 PM	31	33	64	38	29	67	32	22	54	61	43	104	41	45	86	46	46	92	43	33	76	49	45	94
7:00 PM	31	26	57	29	37	66	35	25	60	34	42	76	35	22	57	34	24	58	30	29	59	34	29	64
8:00 PM	33	28	61	32	33	65	27	22	49	27	35	62	52	35	87	20	29	49	42	24	66	33	33	66
9:00 PM	21	16	37	19	19	38	19	12	31	21	21	42	24	20	44	28	7	35	31	15	46	24	16	40
10:00 PM	24	12	36	13	8	21	11	7	18	12	6	18	10	6	16	15	12	27	20	19	39	12	8	20
11:00 PM	12	10	22	15	8	23	2	3	5	2	3	5	6	2	8	7	2	9	14	11	25	5	2	7
Total	666	651	1,317	519	514	1,033	791	793	1,584	838	842	1,680	785	782	1,567	753	769	1,522	793	802	1,595	792	798	1,590
Percent	51%	49%		50%	50%		50%	50%		50%	50%		50%	50%		49%	51%		50%	50%		50%	50%	
AM Peak	11:00	11:00	11:00	10:00	09:00	09:00	09:00	11:00	11:00	08:00	09:00	08:00	10:00	10:00	10:00	11:00	09:00	11:00	10:00	10:00	10:00	11:00	09:00	09:00
Vol.	62	68	130	37	50	74	61	70	122	67	78	135	57	60	117	57	63	115	65	77	142	56	67	116
PM Peak	13:00	14:00	13:00	13:00	13:00	13:00	12:00	15:00	12:00	17:00	15:00	17:00	12:00	15:00	12:00	16:00	15:00	16:00	12:00	15:00	12:00	17:00	15:00	15:00
Vol.	55	60	111	46	47	93	79	75	147	88	71	145	63	64	122	68	76	128	65	64	125	62	70	123

1. Mid-week average includes data between Tuesday and Thursday.

Location: 4th Ave, S/O Coombsville Rd
Date Range: 8/5/2023 - 8/11/2023
Site Code:

Time	Saturday 8/5/2023			Sunday 8/6/2023			Monday 8/7/2023			Tuesday 8/8/2023			Wednesday 8/9/2023			Thursday 8/10/2023			Friday 8/11/2023			Mid-Week Average		
	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total	NB	SB	Total
12:00 AM	1	4	5	14	2	16	6	1	7	3	1	4	0	1	1	2	3	5	6	3	9	2	2	3
1:00 AM	4	1	5	2	1	3	1	4	5	2	1	3	3	1	4	0	0	0	0	1	1	2	1	2
2:00 AM	3	2	5	1	1	2	1	0	1	1	2	3	1	2	3	1	2	3	2	3	5	1	2	3
3:00 AM	2	2	4	0	2	2	2	2	4	2	1	3	3	2	5	1	3	4	1	4	5	2	2	4
4:00 AM	3	7	10	0	1	1	6	6	12	5	8	13	6	5	11	6	8	14	4	8	12	6	7	13
5:00 AM	19	4	23	8	3	11	23	14	37	28	12	40	22	13	35	32	12	44	26	9	35	27	12	40
6:00 AM	12	15	27	9	13	22	46	24	70	44	29	73	48	32	80	47	25	72	48	22	70	46	29	75
7:00 AM	22	26	48	13	18	31	43	49	92	64	54	118	59	60	119	64	50	114	70	46	116	62	55	117
8:00 AM	51	38	89	33	41	74	65	63	128	67	62	129	67	60	127	63	59	122	74	60	134	66	60	126
9:00 AM	44	51	95	36	39	75	70	46	116	68	40	108	52	59	111	52	69	121	50	69	119	57	56	113
10:00 AM	59	59	118	52	34	86	40	52	92	36	53	89	55	59	114	55	63	118	59	62	121	49	58	107
11:00 AM	77	61	138	53	47	100	59	39	98	50	53	103	56	38	94	73	42	115	63	61	124	60	44	104
12:00 PM	57	41	98	53	42	95	66	57	123	52	58	110	63	57	120	57	50	107	75	57	132	57	55	112
1:00 PM	54	42	96	51	43	94	52	55	107	60	55	115	52	49	101	54	51	105	69	52	121	55	52	107
2:00 PM	58	46	104	45	32	77	58	77	135	53	69	122	68	63	131	61	60	121	70	61	131	61	64	125
3:00 PM	50	37	87	33	27	60	62	90	152	66	83	149	56	84	140	66	95	161	69	98	167	63	87	150
4:00 PM	37	46	83	41	34	75	69	49	118	57	60	117	74	51	125	68	59	127	55	76	131	66	57	123
5:00 PM	55	34	89	47	26	73	50	52	102	72	62	134	57	53	110	65	56	121	55	35	90	65	57	122
6:00 PM	30	31	61	32	34	66	45	42	87	57	43	100	46	41	87	43	40	83	45	28	73	49	41	90
7:00 PM	34	23	57	23	23	46	49	31	80	48	33	81	31	28	59	41	26	67	33	27	60	40	29	69
8:00 PM	22	28	50	34	29	63	31	25	56	28	28	56	32	20	52	33	24	57	32	15	47	31	24	55
9:00 PM	18	15	33	21	16	37	10	11	21	10	12	22	18	9	27	15	22	37	19	18	37	14	14	29
10:00 PM	13	4	17	10	5	15	9	5	14	8	5	13	9	8	17	10	12	22	17	22	39	9	8	17
11:00 PM	14	7	21	9	2	11	3	5	8	7	5	12	8	1	9	5	2	7	17	3	20	7	3	9
Total	739	624	1,363	620	515	1,135	866	799	1,665	888	829	1,717	886	796	1,682	914	833	1,747	959	840	1,799	896	819	1,715
Percent	54%	46%		55%	45%		52%	48%		52%	48%		53%	47%		52%	48%		53%	47%		52%	48%	
AM Peak	11:00	11:00	11:00	11:00	11:00	11:00	09:00	08:00	08:00	09:00	08:00	08:00	08:00	07:00	08:00	11:00	09:00	08:00	08:00	09:00	08:00	08:00	08:00	08:00
Vol.	77	61	138	53	47	100	70	63	128	68	62	129	67	60	127	73	69	122	74	69	134	66	60	126
PM Peak	14:00	14:00	14:00	12:00	13:00	12:00	16:00	15:00	15:00	17:00	15:00	15:00	16:00	15:00	15:00	16:00	15:00	15:00	12:00	15:00	15:00	16:00	15:00	15:00
Vol.	58	46	104	53	43	95	69	90	152	72	83	149	74	84	140	68	95	161	75	98	167	66	87	150

1. Mid-week average includes data between Tuesday and Thursday.

Vehicle Speed Report Summary

Location: Coombsville Rd, W/O 4th Ave

Direction: Eastbound / Westbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	Speed Range (mph)																
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +
Eastbound	22	36	163	1,099	2,388	2,171	1,371	623	177	49	10	5	1	2	1	0	0
	0.3%	0.4%	2.0%	13.5%	29.4%	26.7%	16.9%	7.7%	2.2%	0.6%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Westbound	2	18	129	1,143	2,666	1,502	1,387	1,008	417	109	32	9	5	1	0	0	0
	0.0%	0.2%	1.5%	13.6%	31.6%	17.8%	16.5%	12.0%	4.9%	1.3%	0.4%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Total	24	54	292	2,242	5,054	3,673	2,758	1,631	594	158	42	14	6	3	1	0	0
	0.1%	0.3%	1.8%	13.6%	30.5%	22.2%	16.7%	9.9%	3.6%	1.0%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Eastbound				Eastbound			
50th Percentile (Median)	30.6	mph		Mean (Average) Speed	31.3	mph	
85th Percentile	38.5	mph		10 mph Pace	24.6 - 34.6	mph	
95th Percentile	42.8	mph		Percent in Pace	56.1	%	
Westbound				Westbound			
50th Percentile (Median)	30.6	mph		Mean (Average) Speed	32.5	mph	
85th Percentile	41.3	mph		10 mph Pace	23.2 - 33.2	mph	
95th Percentile	46.2	mph		Percent in Pace	51.8	%	

Vehicle Speed Report Summary

Location: Coombsville Rd, E/O 4th Ave

Direction: Eastbound / Westbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	Speed Range (mph)																
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +
Eastbound	18	465	903	121	373	925	1,200	766	259	81	21	7	3	1	2	0	0
	0.3%	9.0%	17.6%	2.4%	7.2%	18.0%	23.3%	14.9%	5.0%	1.6%	0.4%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Westbound	16	149	658	467	400	994	1,278	808	268	71	29	7	5	2	0	0	1
	0.3%	2.9%	12.8%	9.1%	7.8%	19.3%	24.8%	15.7%	5.2%	1.4%	0.6%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%
Total	34	614	1,561	588	773	1,919	2,478	1,574	527	152	50	14	8	3	2	0	1
	0.3%	6.0%	15.2%	5.7%	7.5%	18.6%	24.1%	15.3%	5.1%	1.5%	0.5%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Eastbound				Eastbound			
50th Percentile (Median)	34.0	mph		Mean (Average) Speed	31.3	mph	
85th Percentile	41.9	mph		10 mph Pace	32.3 - 42.3	mph	
95th Percentile	46.5	mph		Percent in Pace	42.6	%	
Westbound				Westbound			
50th Percentile (Median)	34.6	mph		Mean (Average) Speed	32.8	mph	
85th Percentile	42.2	mph		10 mph Pace	32.0 - 42.0	mph	
95th Percentile	46.8	mph		Percent in Pace	45.9	%	

Vehicle Speed Report Summary

Location: 4th Ave, S/O Coombsville Rd

Direction: Northbound / Southbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	Speed Range (mph)																
	0 - 10	10 - 15	15 - 20	20 - 25	25 - 30	30 - 35	35 - 40	40 - 45	45 - 50	50 - 55	55 - 60	60 - 65	65 - 70	70 - 75	75 - 80	80 - 85	85 +
Northbound	319	2,598	2,841	113	1	0	0	0	0	0	0	0	0	0	0	0	0
	5.4%	44.2%	48.4%	1.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Southbound	103	1,574	3,227	320	12	0	0	0	0	0	0	0	0	0	0	0	0
	2.0%	30.1%	61.6%	6.1%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	422	4,172	6,068	433	13	0	0	0	0	0	0	0	0	0	0	0	0
	3.8%	37.6%	54.6%	3.9%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Total Study Percentile Speed Summary				Total Study Speed Statistics			
Northbound				Northbound			
50th Percentile (Median)	15.0	mph		Mean (Average) Speed	14.8	mph	
85th Percentile	17.4	mph		10 mph Pace	10.0 - 20.0	mph	
95th Percentile	18.9	mph		Percent in Pace	92.6	%	
Southbound				Southbound			
50th Percentile (Median)	16.1	mph		Mean (Average) Speed	16.1	mph	
85th Percentile	18.7	mph		10 mph Pace	11.3 - 21.3	mph	
95th Percentile	20.4	mph		Percent in Pace	93.7	%	

Vehicle Classification Report Summary

Location: Coombsville Rd, W/O 4th Ave

Count Direction: Eastbound / Westbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Eastbound	120	5,411	1,727	34	630	183	0	2	10	0	0	0	1	8,118
	1.5%	66.7%	21.3%	0.4%	7.8%	2.3%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	
Westbound	144	5,464	2,001	49	716	42	0	7	4	1	0	0	0	8,428
	1.7%	64.8%	23.7%	0.6%	8.5%	0.5%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total	264	10,875	3,728	83	1,346	225	0	9	14	1	0	0	1	16,546
	1.6%	65.7%	22.5%	0.5%	8.1%	1.4%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Vehicle Classification Report Summary

Location: Coombsville Rd, E/O 4th Ave

Count Direction: Eastbound / Westbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Eastbound	93	3,213	1,259	39	477	58	0	3	3	0	0	0	0	5,145
	1.8%	62.4%	24.5%	0.8%	9.3%	1.1%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	
Westbound	83	3,210	1,176	58	584	34	0	5	3	0	0	0	0	5,153
	1.6%	62.3%	22.8%	1.1%	11.3%	0.7%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	
Total	176	6,423	2,435	97	1,061	92	0	8	6	0	0	0	0	10,298
	1.7%	62.4%	23.6%	0.9%	10.3%	0.9%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	

Vehicle Classification Report Summary

Location: 4th Ave, S/O Coombsville Rd

Count Direction: Northbound / Southbound

Date Range: 8/5/2023 to 8/11/2023

Site Code:

Direction	FHWA Vehicle Classification													Total Volume
	1	2	3	4	5	6	7	8	9	10	11	12	13	
Northbound	176	3,920	1,288	26	446	16	0	0	0	0	0	0	0	5,872
	3.0%	66.8%	21.9%	0.4%	7.6%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Southbound	144	3,342	1,368	19	319	42	0	0	2	0	0	0	0	5,236
	2.8%	63.8%	26.1%	0.4%	6.1%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
Total	320	7,262	2,656	45	765	58	0	0	2	0	0	0	0	11,108
	2.9%	65.4%	23.9%	0.4%	6.9%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

FHWA Vehicle Classification	
Class 1 - Motorcycles	Class 8 - Four or Fewer Axle Single-Trailer Trucks
Class 2 - Passenger Cars	Class 9 - Five-Axle Single-Trailer Trucks
Class 3 - Other Two-Axle, Four-Tire Single Unit Vehicles	Class 10 - Six or More Axle Single-Trailer Trucks
Class 4 - Buses	Class 11 - Five or fewer Axle Multi-Trailer Trucks
Class 5 - Two-Axle, Six-Tire, Single-Unit Trucks	Class 12 - Six-Axle Multi-Trailer Trucks
Class 6 - Three-Axle Single-Unit Trucks	Class 13 - Seven or More Axle Multi-Trailer Trucks
Class 7 - Four or More Axle Single-Unit Trucks	



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: 9/12/2023

File ID #: 23-1512

TO: Board of Supervisors
FROM: Steven E. Lederer, Director of Public Works
REPORT BY: Michael Karath, Staff Services Analyst II
SUBJECT: CSA No. 3 Landscape Services - Contract Amendment

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230000B with Brightview Landscape Services, Inc., for a new annual maximum compensation of \$156,304, to remove County Service Area No. 3 (CSA No. 3) from the contract and Scope of Work.

EXECUTIVE SUMMARY

On April 5, 2022, the Napa County Board of Supervisors approved an omnibus landscape contract with Brightview Landscape Services, Inc. that included CSA No. 3 as one of five projects included for landscape services. On July 18, 2023, CSA No. 3 property owners voted in a Proposition 218 election to increase the assessment for street-related services, which will change the nature and level of landscaping services being provided. To better manage CSA No. 3 and this change of services, staff seeks removal of CSA No. 3 from the omnibus contract and bid out a new contract solely for CSA No. 3.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	CSA No. 3 budget - Landscape Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Staff needs the contract amendment to better manage CSA No. 3 and its change in funding and services from the recent Proposition 218 election.
Is the general fund affected?	No
Future fiscal impact:	The CSA No. 3 landscape contract will only affect CSA No. 3 budget and not be tied in any way to services and performance on the other projects in the contract.
Consequences if not approved:	Continued services provided under the existing contract will fall below the level of service anticipated by the Engineer's Report and the Proposition 218 election for CSA No. 3.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is categorically exempt from CEQA as the operation, repair, or maintenance of existing public facilities, pursuant to CEQA Guidelines section 15301.

BACKGROUND AND DISCUSSION

In 1997, CSA No. 3 property owners voted in a Proposition 218 election to set the assessment methodology for CSA No. 3, which included a \$10,000 ceiling for landscaping expenditures. This cap lasted 25 years. But as inflation rose, the ceiling did not. Over time, this left CSA No. 3's seven median landscaping islands in severe disrepair. Irrigation lines have been dormant for years, and most of the vegetation is dead or dying. Many of the remaining trees suffer from disease and need attention and possible elimination and replacement. The inflation factor has virtually reduced the duties of landscaping to litter abatement.

On July 18, 2023, CSA No. 3 property owners voted in a Proposition 218 election to increase the assessment for street-related services for the first time in 25 years. This allows for a \$55,000 yearly budget that will be tied to the Consumer Price Index to keep pace with inflation. This change in funding and expanded duties to revamp and refurbish the islands necessitates the CSA No. 3 landscaping to be removed from the omnibus landscaping project and managed as a specific CSA No. 3 contract.

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230000B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230000B is made and entered into as of this ____ day of August, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Pennsylvania corporation, whose business address is 4100 Paoli Loop Road, American Canyon, CA 94503, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on April 5, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230000B (“Agreement”), as authorized by Government Code section 31000, to provide landscape maintenance and on-call services at various County owned or operated properties and vegetated roadside strips; and

WHEREAS, the Agreement includes landscape maintenance in County Service Area No. 3 (CSA No. 3), which is funded by assessments levied on nearby property owners who benefit from the improvements; and

WHEREAS, COUNTY’s prior authority to collect assessments for CSA No. 3 expired, but on July 18, 2023, property owners in CSA No. 3 voted in favor of new assessments for street-related services, including median landscaping; and

WHEREAS, landscape services in CSA No. 3 will change substantially and will not resemble the work CONTRACTOR quoted in its proposal to COUNTY to be awarded the Agreement; and

WHEREAS, landscape services in CSA No. 3 needs to be removed from the scope of services of this Agreement because the services will be advertised and awarded separately as a new project;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

TERMS

1. Paragraph 2 of the Agreement is amended in its entirety to read as follows:
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached hereto, as further described in the RFP and CONTRACTOR’s proposal, incorporated by reference herein, except that services in CSA No. 3 shall no longer be provided by CONTRACTOR after August 31, 2023.

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

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein, except that CONTRACTOR shall not provide or be compensated for services performed in CSA No. 3 after August 31, 2023.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED AND FOUR DOLLARS (\$131,304) for routine professional services per fiscal year and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for non-routine/special on-call landscape maintenance services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Brightview Landscape Services acting through their duly authorized officer(s).

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By *Fairlight Beard*
FAIRLIGHT BEARD,
Vice President / General Manager

By *Susan DeSantis*
SUSAN DESANTIS, Assistant Secretary

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><i>Thomas C. Zeleny</i></u> Chief Deputy County Counsel</p> <p>Date: <u>August 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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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: 9/12/2023

File ID #: 23-1550

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: James Reese, Associate Engineer
SUBJECT: Chiles Pope Valley Road Bridge Replacement Project, RDS 15-23 Approval of Plans and Specifications and Authorization to Advertise for Bids.

RECOMMENDATION

Director of Public Works requests approval of plans and specification 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 for the Chiles Pope Valley Road Bridge Replacement Project.

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.

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:	Approval of plans and specifications and authorization to advertise for bids is necessary to move the project forward to construction.
Is the general fund affected?	No

Future fiscal impact:	If this project is not allowed to move forward, then Napa County may be required to return all funds that have previously been reimbursed by Caltrans. If the project moves forward, the project estimated at \$6,425,174 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:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. 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 with a 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 this replacement project is to provide a safe, functional, and reliable crossing over Chiles Creek on Chiles - Pope Valley Road.

County staff acquired the necessary easements, obtained regulatory permits, and incorporated the environmental mitigation measures and permit conditions into the plans and specifications. Caltrans authorized the County to proceed with constructing a two-span concrete bridge and the bid documents are ready to advertise to contractors. To accelerate the construction in 2024, the plan is to close Chiles - Pope Valley Road at the bridge for five months, let the contractor work two shifts per day to rebuild the bridge, and detour traffic to Lower Chiles Valley Road and Highway 128 during the construction. People will be able to access Moore Creek Park and other properties west of the bridge from Highway 128. There are two homes between the bridge and Lower Chiles Valley Road. The detour should add less than 10 minutes to the drive; however, the accelerated construction should allow emergency services vehicles to begin using the new bridge in September 2024. The county has acquired all necessary permits on condition of providing an accepted mitigation plan to CDFW.

It is recommended that the Board authorize advertisement of the Chiles Pope Bridge Replacement project.

County of Napa
Public Works Department

CHILES VALLEY ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-23						
August 29, 2023						
Program 14010-50139						
Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Budget Amount % Spent to Date	Appropriation Amount Balance
Construction	\$3,408,675	\$0	\$0	\$0	0%	\$0
Construction Contingency (20%)	\$681,735	\$0	\$0	\$0	0%	\$0
Design and Engineering:	\$1,047,675	\$0	\$1,047,675	\$977,037	93%	\$70,638
Design and Engineering Contingency (10%)	\$104,768	\$0	\$0	\$0	0%	\$0
Lands and Temporary Construction Easement	\$94,000	\$0	\$0	\$0	0%	\$0
Construction Management and Construction Administration	\$613,562	\$0	\$0	\$0	0%	\$0
County Project Management/Administration (PE+ROW+CE)	\$303,649	\$0	\$303,649	\$193,614	64%	\$110,035
Special Inspections and Fees	\$5,000	\$0	\$0	\$0	0%	\$0
CM/CA/INSP Contingency (5%)	\$46,111	\$0	\$0	\$0	0%	\$0
Permits/ Post Construction Maintenance/ Reporting	\$120,000	\$0	\$0	\$0	0%	\$0
TOTAL	\$6,425,174	\$0	\$1,351,324	\$1,170,651		\$180,673
Prepared by James Reese, P.E.						



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: 9/12/2023

File ID #: 23-1561

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Jeremy Sarrow - Watershed and Flood Control Operations Manager
SUBJECT: Amendment No. 1 to Agreement No. 200379B with the Napa County Resource Conservation District

RECOMMENDATION

Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 200379B with the Napa County Resource Conservation District (NCRCD) increasing compensation by \$30,000 for an annual maximum of \$205,000 with a (1) one-year extension to continue to provide biological monitoring services related to the Oakville to Oak Knoll (OVOK) Restoration Project.

EXECUTIVE SUMMARY

The Napa County Resource Conservation District (NCRCD) has been providing biological monitoring support for the Napa River OVOK Restoration Project since 2020. Biological monitoring work for the Napa River OVOK Restoration Project is necessary to determine project effectiveness and comply with grant and permit conditions. At the request of grant agencies additional biological monitoring is to be performed for the project and supported by grant funds including operation of the Rotary Screw Trap and other monitoring of salmonids.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The Napa River OVOK Restoration Project is budgeted under Public Works Projects Budget, Fund 1000 Subdivision 1220500, Program 07002.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Biological monitoring support is necessary to demonstrate project effectiveness and comply with regulatory permit conditions.
Is the general fund affected?	No
Future fiscal impact:	Some of the work will carry into FY 2023-2024.
Consequences if not approved:	The necessary biological monitoring would not be completed, and the County would not be able to implement construction related activities.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Napa River Restoration: Oakville to Oak Knoll (OVOK) Project is the subject of a Mitigated Negative Declaration (SCH No. 2014012057), which was adopted by the Napa County Public Works Director on April 11, 2014. According to the Mitigated Negative Declaration, the proposed project would have, if mitigation measures are not included, potentially significant environmental impacts in the following areas: Aesthetics, Biological Resources, Transportation/Traffic, Cultural Resources, and Air Quality. This project site is not on any of the lists of hazardous waste sites enumerated under Government code section 65962.5.

BACKGROUND AND DISCUSSION

The NCRCD's biological monitoring work will continue to be conducted on the Napa River Restoration: Oakville to Oak Knoll Project. In April 2019, the County applied for funding through the California Coastal Conservancy's Proposition 1 Grant Program. In February 2020, the Coastal Conservancy approved \$1,700,000 (Project No. 19-028) in funding for implementation of OVOK Group D and for biological monitoring along the Napa River to determine restoration project effectiveness. A contract for \$175,000 from this grant funded the NCRCD to complete biological monitoring work within the Napa River including, juvenile salmonid monitoring, adult salmonid monitoring, and monitoring of restoration features. This Amendment No. 1 will be a continuation of that work into FY 2023-2024 and include the following additional monitoring activities: operation of a Rotary Screw Trap, establishing a Passive Integrated Transponder Tag antenna tracking system and conducting snorkel surveys for steelhead and fall run chinook salmon.

NAPA COUNTY AGREEMENT NO. 200379B
AMENDMENT NO. 1

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 (“Amendment No. 1”) **TO NAPA AGREEMENT NO. 200379B** (the “Agreement”) is made and entered into effective as of _____, 2023, by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the NAPA COUNTY RESOURCE CONSERVATION DISTRICT whose mailing address is 1303 Jefferson Street, Suite 500B, Napa, CA 94559, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement as of May 1, 2020, to provide specialized services including biological monitoring for projects on the mainstem Napa River; and

WHEREAS, COUNTY now wishes to continue to receive these services from CONTRACTOR for fiscal year 2023-2024 and CONTRACTOR is willing and able to supply such services; and

WHEREAS, COUNTY and CONTRACTOR now desire to modify the provisions of the Agreement, to extend the term of the Agreement to June 30, 2024, set the maximum amount of compensation for fiscal year 2023-2024 to TWO HUNDRED AND FIVE THOUSAND (\$205,000), and to update CONTRACTOR’S rate sheet.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR herby agree to amend the Agreement as follows:

1. Exhibit “B-1,” attached hereto is hereby incorporated into the Agreement.
2. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

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 NCRCD 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). For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. The term of this Agreement shall be automatically renewed for one additional year at the end of the fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

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

Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in this Amendment No. 1, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit "B-1," attached to the Agreement as originally approved, said Exhibits being incorporated by reference as if set forth 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-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed TWO HUNDRED AND FIVE THOUSAND (\$205,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

The actual payments made under this Agreement for the work in Exhibit "A" shall not exceed the per task maximum amounts set forth in Exhibits "B" and the actual payments for the work in pursuant to this Amendment No. 1 shall not exceed the per task maximum amounts set forth in Exhibit "B-1."

4. Except as provided in paragraphs 1 through 3, above, the terms and provisions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

NAPA COUNTY RESOURCE CONSERVATION
COUNTY, a political subdivision of the State of California

By:  8/22/2023
LUCAS PATZEK, Executive Director

“CONTRACTOR”

COUNTY OF NAPA, a political subdivision of the
State of California

By: _____
BELLA RAMOS, Chair of the Board Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> County Counsel</p> <p>Date: <u>August 9, 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 B-1

COMPENSATION AND EXPENSE REIMBURSEMENT

The maximum budget for labor and expenses shall not exceed \$175,000. Actual amounts per subtask may vary within the maximum budget.

Hourly Rates for Compensation

NCRCD shall bill COUNTY, and COUNTY shall compensate NCRCD for the services outlined in Exhibit A, in accordance with the following hourly rates for the NCRCD employees and/or contractors whose positions are noted:

Name	Title	Billable Rate
ASHTON, DANIELLE	Coordinator	\$80.02
BENTON, AMANDA	Forestry Program Manager II	\$98.45
BIRMINGHAM, BILL	Program Manager	\$133.17
BLANK, PAUL	Senior Environmental Scientist	\$127.38
BLODORN, ALISON	Program Manager	\$115.58
BRANDT, ROSA	Project Manager (Extra Help)	\$53.12
GARCIA, MIGUEL	Sustainable Agriculture Program Manager II	\$101.50
KNAPCZYK, FRANCES	Program Director	\$129.80
KVITEK, ASHLEY	Project Manager	\$96.90
MCKEE, ERIC	Project Manager	\$101.99
PATZEK, LUCAS	Executive Director	\$135.01
PERALES, MARTIN	Environmental Scientist II	\$101.51
STAHEL, RUBY	Project Manager	\$100.52
WILBANKS, ALEX	Project Manager	\$96.41

NCRCD billable rates include direct and indirect costs. NCRCD adjusts its billable rates annually on July 1 and whenever there is a change in an employee's underlying direct pay rate. On July 1, 2024, or whenever there is any other change to any of these rates or when new positions are added, NCRCD will notify COUNTY immediately, and with the approval of COUNTY's WATERSHED OPERATIONS MANAGER, NCRCD may implement such adjusted rates. In any case, NCRCD must still adhere to the budget limitations under "BUDGET" above.

Expenses

Expenses related to fulfilling the scope of work in Exhibit "A" may include but are not limited to: mileage reimbursement at the federally approved rate, printing, and minor equipment.



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: 9/12/2023

File ID #: 23-1523

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Daniel Sanchez, Senior Management Analyst
SUBJECT: Presentation by Deputy County Fire Chief

RECOMMENDATION

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

EXECUTIVE SUMMARY

Deputy Fire Chief Martin will provide the latest information on the current fire season, provide an opportunity for discussion, and will answer related questions, for Board direction and possible action.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Additional Information	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

During the fire season, it is standard practice for Deputy County Fire Chief Jason Martin to provide the latest information available on the current fire season and provide an opportunity for discussion and answer related questions, for Board direction and possible action.



CAL FIRE/Napa County Fire Board of Supervisors Presentation

Chipper Program



www.countyofnapa.org/firemarshal

(707)299-1464

NAPA COUNTY DEFENSIBLE SPACE FUEL MAPPER

Napa County Wildfire Fuel Mapper Parcel Report

Report Contents

This report contains fire hazard related information for the parcel, including maps of the parcel's streams, physical geography, and modeled flame length. Each map provides insight into landscape characteristics that can help assess fuel and fire hazards and can be used to aid in planning fuel treatments and natural resource management. This report is provided for informational purposes only and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. This report is not intended to replace a formal physical inspection of the parcel, its structures, and surrounds.

Defensible Space Zones and Vegetation



LEGEND Parcel of Interest Defensible Space

Napa County Code chapter 8.36 and the Napa County Defensible Space Guidelines set forth defensible space requirements for properties in the unincorporated areas of Napa County and Town of Yountville. The defensible space requirements apply to structures, infrastructure and undeveloped lots and declare that parcels that do not meet the requirements constitute a public nuisance and are subject to penalties.

Contact Information

Questions or comments? Please contact Napa County Fire Marshal's Office Defensible Space Program (707)-299-1464, firemarshal@countyofnapa.org (<https://www.countyofnapa.org/3134/Defensible-Space-Chipper-Program>)

APN	039-320-015-000
Current Address	1820 MONTICELLO RD
Acres	1.74
Structure Count	2

"Defensible space" is the area around a structure within a minimum of 100-foot radius or to the property line, whichever is less, in which combustible vegetation and other prohibited materials must be treated, cleared, or reduced to slow the spread of fire to and from the structure. Distances can be increased depending on fuel load, fuel type and topography.

There are 3 types of defensible space that are summarized in this report:

1. Defensible space on the parcel of interest associated with structures within the parcel (**Category 1**)
2. Defensible space on the parcel of interest associated with structures on adjacent parcels (**Category 2**)
3. Defensible space on adjacent parcels associated with structures within the parcel of interest (**Category 3**)

Property owners are responsible for the first two categories. For example, if a neighboring parcel has structures with a 100-foot buffer that radiates into your property, you are responsible for clearing that defensible space as well as the defensible space around structures within your property. If you have structures on your property whose 100-foot buffer extends into adjacent parcels, your neighbors are responsible for clearing that defensible space on their parcel.

Note that the structures included in this report are from the data collected between 2019-2020. Some structures may have been affected by recent wildfires and/or construction. Lidar data was collected in 2018.

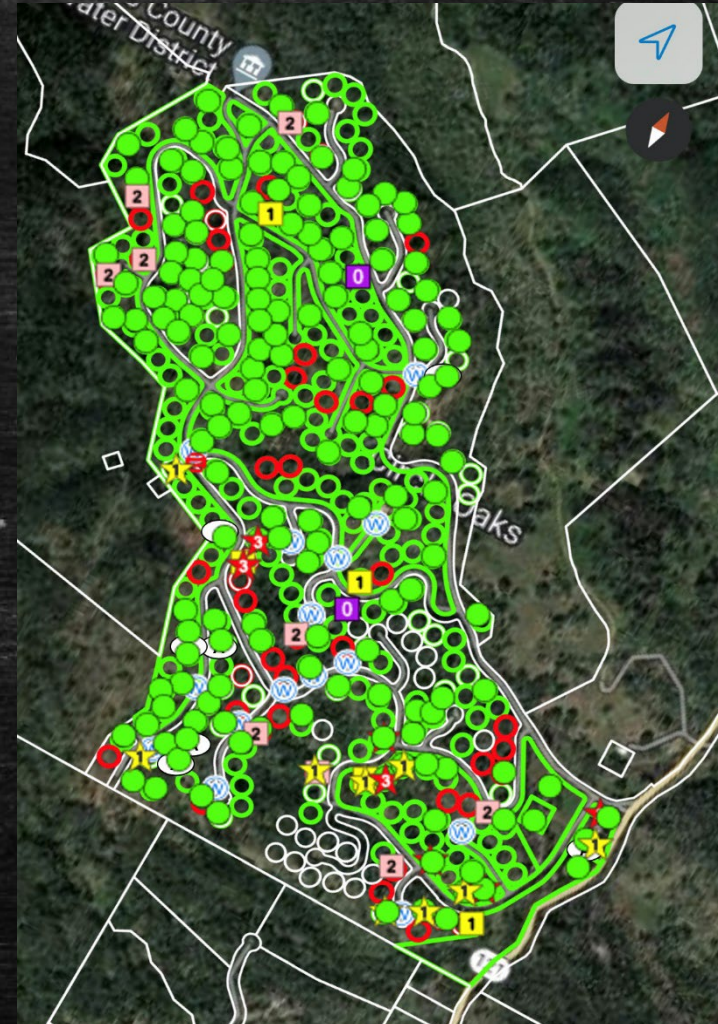
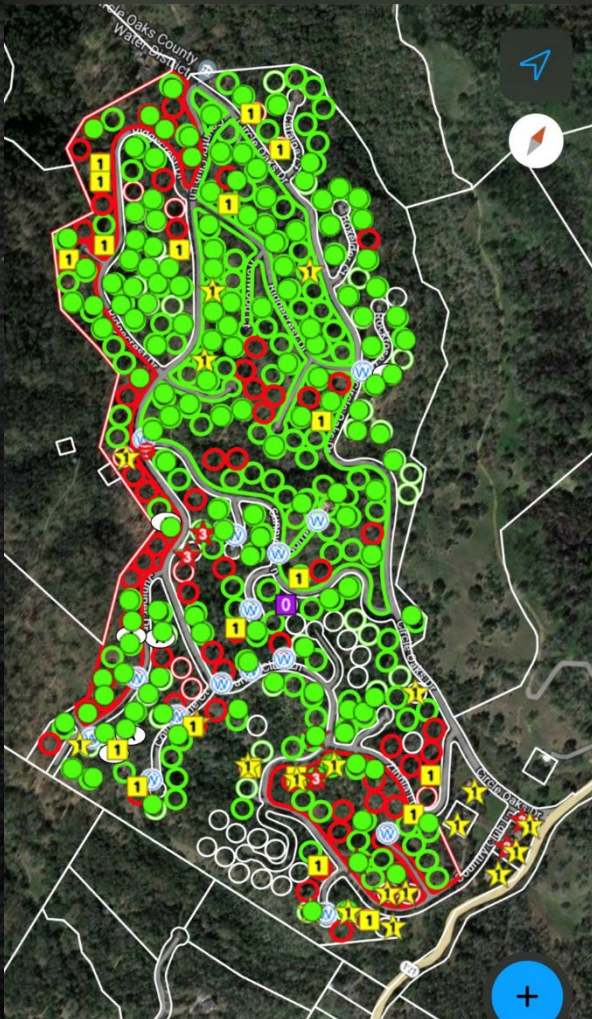
Acres of Category 1 Defensible Space	Acres of Category 2 Defensible Space	Acres of Category 3 Defensible Space
1.2 acres	0.0 acres	0.0 acres
Total acres of Defensible Space within 039-320-015-000 (Category 1+2): 1.2 acres		

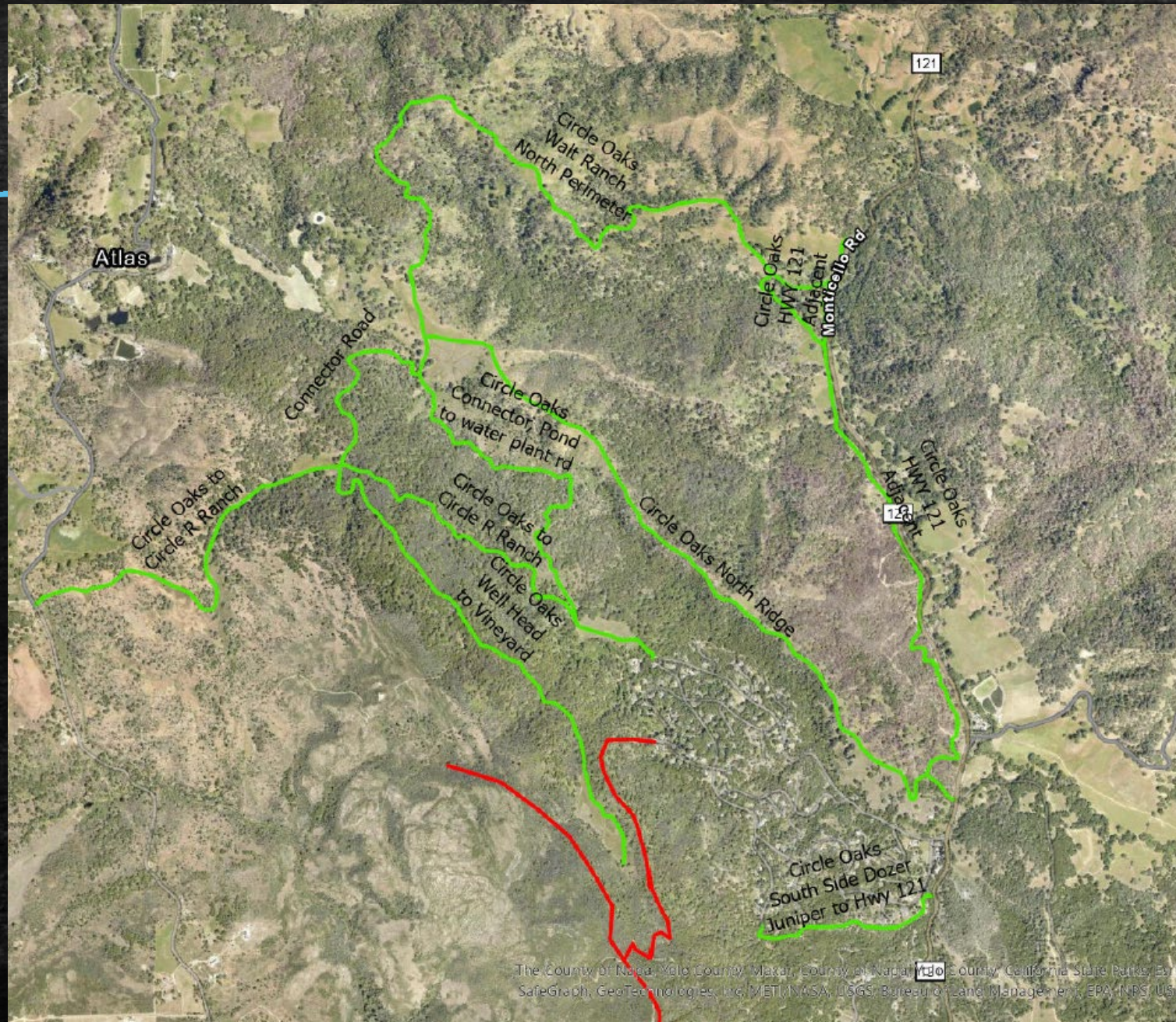
Defensible Space Within Parcel by 2018 lidar Height Above Ground		
Acres by Height Above Ground	% Total Defensible Space	Example Treatment Recommendation (see resources)
0.17 acres of vegetation >15 ft	14.1% of defensible space	Trees are generally greater than 15 feet in height. Single trees should be well spaced 10 feet apart and limbed up to create 6 feet of vertical clearance from the ground.
0.15 acres of vegetation 1-15 ft	12.1% of defensible space	Shrubs are generally 1-15 feet in height. This stratum also includes tall grasses and short trees. Shrubs and other plants should be a minimum of 4 feet below the bottom of the tree canopy.
0.88 acres <1 ft	73.7% of defensible space	Grass is generally below 1 foot in height. This stratum also includes short shrubs and unvegetated areas. Cut and maintain all annual grasses to 4 inches or less in height.

DEFENSIBLE SPACE INSPECTIONS

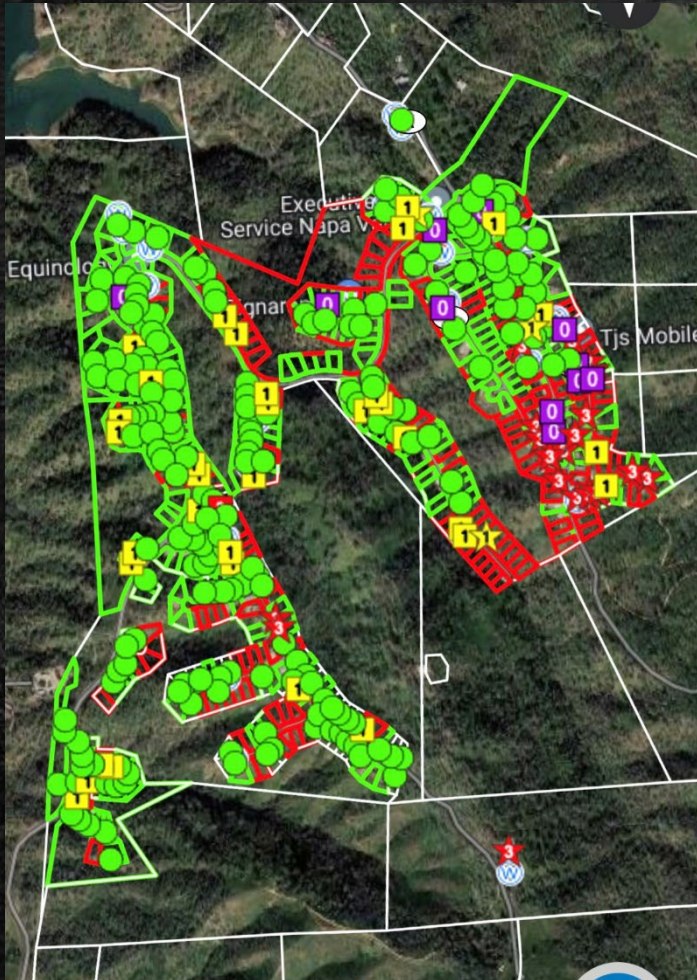


BUILDING FIRE RESILIENT COMMUNITIES

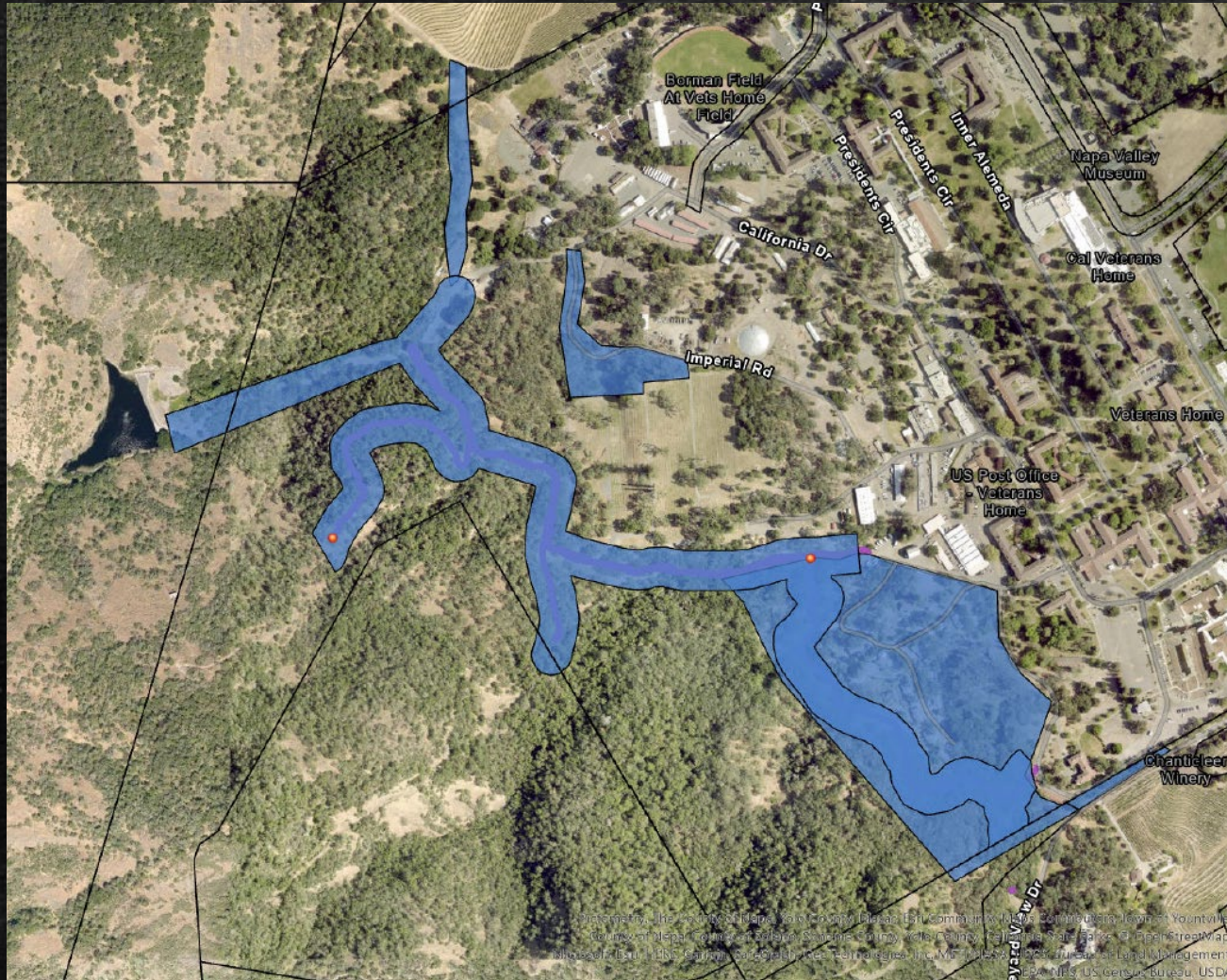




BUILDING FIRE RESILIENT COMMUNITIES



COLLABORATION



TRAINING





EVENTS



NATIONAL PREPAREDNESS MONTH





GET SET

READY | SET | GO

It is important that you are prepared **before** wildfire strikes. In an emergency it is easy to become confused or panicked.

Getting Set requires three main preparation actions:

- Creating a Wildfire Action Plan
- Creating an Emergency Supply Kit
- Creating a Family Communication Plan

Preparing these items in advance will help keep you focused and able to act quickly when evacuation is anticipated or needed.

Use this guide to complete these actions to prepare in advance of wildfire.

READY FOR WILDFIRE INCIDENT APP

Scan the QR code below to access accurate updates about active wildfires near you with our web-based Ready for Wildfire Incident App.



SET | 11



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: 9/12/2023

File ID #: 23-1520

TO: Board of Supervisors

FROM: Brian Bordona, Director of Planning, Building, and Environmental Services

REPORT BY: Brian Bordona, Director of Planning, Building, and Environmental Services

SUBJECT: Request for Proposals to Prepare a Regional Climate Action and Adaptation Plan and associated California Environmental Quality Act document.

RECOMMENDATION

Director of Planning, Building and Environmental Services requests authorization to issue a Request for Proposal (RFP) to Prepare a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document.

EXECUTIVE SUMMARY

Over the past year, the Climate Action Committee (CAC) has prepared and completed an updated greenhouse gas (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 the challenge of addressing future emissions through 2030 and preparing for the impact of climate events. The measures needed to reduce GHG emissions and increase regional resilience to climate change require strategic inter-governmental coordination, which can best be achieved through a Regional Climate Action and Adaptation Plan.

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 the preparation of a Regional Climate Action and Adaptation 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. On June 6, 2023, the Board of Supervisors directed staff to prepare a Request for Proposals (RFP) and return to the Board before issuance for consideration. At their May 26, 2023, meeting, the CAC made the preparation of the RCAAP its top priority for the 2023-2024 Fiscal Year.

FISCAL & STRATEGIC PLAN IMPACT

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

Where is it budgeted?	The State award of \$500,000 will not be received until early 2024. The funds will be included in the FY 23-24 mid-year budget adjustment.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A Climate Action Plan is not required by State law, but is an Action Item in the 2008 Napa County General Plan. It is also an increasingly important consideration in the CEQA evaluation of individual planning applications.
Is the general fund affected?	Yes
Future fiscal impact:	The RFP proposes a two-year contract. Implementation costs for the contract could extend into FY 25-26, depending on the process and whether an EIR is required.
Consequences if not approved:	The Board has previously committed to preparing either a Regional Climate Action Plan or a County Climate Action Plan. Based on that direction, there would be costs in developing such a document, which may be borne largely or entirely by the County.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by Title 14 of the California Code of Regulations (CCR) Section 15378 (State California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable. As a project under CEQA, environmental review of the RCAAP will be conducted prior to adoption.

BACKGROUND AND DISCUSSION

The Climate Action Committee (CAC) has been awarded a \$50,000 grant, prepared a regional greenhouse gas (GHG) inventory, and participated in a discussion of climate change at the Napa County League of Governments (NCLOG). With the inventory, the 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 and Adaptation Plan (RCAAP) to set goals, timelines, and measurable actions to be taken by the six member jurisdictions to reduce future GHG emissions and to develop resilience strategies to effectively respond to climate change events.

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, 2022, 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 meetings, all six jurisdictions supported the preparation of a Regional Climate Action Plan. At their May 26, 2023, meeting, the CAC approved three priorities for the 2023-2024 Fiscal Year, preparation of a: (1) Regional Climate Action Plan; (2) Electric Vehicle Recharging State Plan; and (3) Building Reach Code Ordinance.

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. On June 6, 2023, the Board of Supervisors directed staff to prepare a Request for Proposals to hire a consultant to prepare the RCAAP and associated CEQA document and return to the Board for consideration prior to release of the RFP.

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 were notified on May 31 that the grant had been denied.

In addition, County staff requested an appropriation from the State budget in the amount of \$500,000 from Senator Dodd's office. The request was granted.

If the cost of preparing the RCAAP and CEQA document exceed the \$500,000 in State appropriations, then any exceedance would be funded by the CAC member jurisdictions. In accordance with Exhibit C of the Joint Powers Agreement (JPA) (Agreement No. 210344B), any additional costs for the RCAAP would be 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%

Over the past three months, staff has worked with City and Town Managers, the Resource Conservation District, and the Napa Valley Transportation Authority to develop the attached Request for Proposals, including the scope of work, timeline, selection process, and other considerations in preparing the Regional Climate

Action and Adaptation Plan and appropriate CEQA document. As the Administering Agency under the JPA, the consultant contract to prepare the Regional Climate Action and Adaptation Plan and CEQA document is approved by the Board of Supervisors.

The RFP for the RCAAP includes the following requirements:

- a. Introduction to climate change science, the relationship between local activities and greenhouse gas emissions, the purpose of climate action and adaptation plans and a summary of the applicable regulatory frameworks.
- b. Overview of the emissions and carbon sequestration potential within each sector and jurisdiction identified in the updated 2019 regional GHG Inventory.
- c. Estimates of future GHG emissions by sector and jurisdiction for each of the following years: 2030, 2035, and 2045. Separate estimates shall be provided for a Business as Usual (BAU) forecast; GHG emissions assuming state mandates; and GHG emissions assuming implementation of the RCAAP.
- d. Prioritized GHG reduction action measures, including an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure, based on effectiveness, cost, equity, feasibility, and secondary benefits.
- e. Assessment of risk(s) that each jurisdiction faces due to the impact of climate change and prioritized climate adaptation strategies to achieve resilience within each jurisdiction. The assessment shall include an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure, based on effectiveness, cost, equity, feasibility, and secondary benefits.
- f. Implementation plan and monitoring program that meets the BAAQMD and CEQA guidelines requirements for a Qualified Climate Action and Adaptation Plan.
- g. Create a web-based dashboard tracking tool that allows the public to monitor jurisdictions' progress towards GHG reduction goals over time.
- h. Public outreach including at a minimum: four community outreach meetings for the public; social media and community engagement strategy; online platform to inform, update, and receive feedback from the public; two presentations to the Climate Action Committee; and six presentations for decision making bodies for final adoption.
- i. Coordination with the five cities and town, the Napa County Resource Conservation District, and the Napa Valley Transportation Authority.
- j. A document to ensure that both the RCAAP and future projects implemented as a result of the RCAAP are compliant with the requirements of the California Environmental Quality Act (CEQA), the Napa County's Local Procedures for Implementing the CEQA (2020), and BAAQMD's CEQA Guidelines.



A Tradition of Stewardship
A Commitment to Service

Request for Proposal

Regional Climate Action and Adaptation Plan Consultant

RFP No. PBES-TBD

Release Date: September 15, 2023
Due Date: October 27, 2023

For information: David Morrison
Special Projects Director
Napa County Planning, Building, and Environmental Services
1195 Third Street
Napa, CA. 94559
David.morrison@countyofnapa.org

Request for Proposals for a Regional Climate Action and Adaptation Plan

A. PURPOSE

Napa County (County) is seeking a qualified consultant to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville. The RCAAP will be consistent with methodologies and goals of the California Air Resources Board (CARB) Climate Change Scoping Plan, the Bay Area Air Quality Management District (BAAQMD) Climate Protection Planning Program, Assembly Bill 32 (AB 32), Senate Bills 32 and 375 (SB 32 and SB 375), Governor's Executive Orders S-03-05, B-30-15, and B-55-18, as well as other policies and requirements mandated by the State of California. It is anticipated that the contract will commence in December 2023 and will be for a term not to exceed two (2) years.

The RCAAP will be consistent with and will build upon the existing efforts of the cities, town, and county, regarding climate change and sustainability, including but not limited to the following:

- The City of American Canyon: Energy Efficiency Climate Action Plan adopted in 2012, and the General Plan update adopted in 2022.
- The City of Calistoga: Climate Action Plan adopted in 2014, and the current General Plan.
- The City of Napa: Sustainability Plan adopted in 2012, and the General Plan update adopted in 2022.
- The County of Napa: the draft Climate Action Plan prepared in 2019, and the General Plan update adopted in 2008.
- The City of St. Helena: Greenhouse Gas Emission Reduction Action Plan adopted in 2009, and the General Plan update adopted in 2022.
- The Town of Yountville: Climate Action Plan adopted in 2016, and the General Plan update adopted in 2019.
- The 2020 Napa County Multi-Jurisdictional Hazard Mitigation Plan update; and the 2020 City of Napa Hazard Mitigation Plan update.

In addition, the RCAAP shall incorporate the results of the Napa County Regional 2019 Community Greenhouse Gas Inventory, which updated the inventory included in the 2009 Napa Countywide Community Climate Action Framework published by the Napa County Transportation and Planning Agency.

The firm(s) or individuals submitting proposals should have significant experience developing Climate Action and Adaptation Plans for local and/or regional governments and preparing environmental review documents required by CEQA.

1.. Introduction

Napa County is located approximately 50 miles north of San Francisco, California and encompasses an area of approximately 788 square miles. The vast majority of the County's land area is devoted to vineyards, wineries, farms, ranches and forestland, with approximately 75% of the County's population of 140,326 living in the cities of American Canyon, Calistoga, Napa, St. Helena, and the Town of Yountville.

Napa County is the Administering Agency for the Napa Countywide Climate Action Program, under a Joint Powers Agreement (JPA) approved by the County, the Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville. The purpose of the JPA is to establish a collaborative framework to allow member agencies to work on coordinated actions to reduce greenhouse gas emissions and limit the effects of future climate change. In administering this JPA, the County is advised by the Climate Action Committee (CAC), a standing body with 12 appointees, consisting of two elected representatives from each jurisdiction. The CAC acts to share information, provide public education, promote events and grants, develop a regional greenhouse gas inventory, and identify mutually agreed upon climate goals and actions items for consideration by member agencies.

2. Regional Climate Action and Adaptation Plan Background

In June of 2019, the Cities of American Canyon, Calistoga, Napa, and St. Helena; the Town of Yountville; and the County of Napa all adopted Resolutions regarding the "Countywide Commitment to Address Climate Change." The Resolutions proposed to: (1) address climate change in their respective General Plans, consistent with State guidelines; (2) form a committee to identify countywide goals and strategies for addressing climate change, including an updated greenhouse gas (GHG) inventory, countywide GHG goals and timelines, and common GHG reduction standards for each jurisdiction to adopt independently; and (3) identify potential threats and funding to improve community resiliency.

The Regional Working Group on Climate Change began meeting in September of 2019, which became the Climate Action Committee (CAC) in October of 2019. On October 16, 2020, the CAC moved forward with a Joint Powers Agreement (JPA) which established a collaborative framework among the six jurisdictions to work with each other and with community organizations, businesses, schools, and regional partners and jurisdictions on coordinated actions to reduce greenhouse gas emissions and limit the adverse effects of future climate change. The JPA was approved by all 6 jurisdictions in April and May of 2021.

Beginning in the summer of 2021, the cities, town, and county all adopted Resolutions declaring a Climate Emergency, as follows:

- Calistoga: August 3, 2021
- American Canyon: February 1, 2022
- Yountville: March 15, 2022
- City of Napa: April 5, 2022
- St. Helena: April 12, 2022
- County of Napa: June 7, 2022

The Resolutions varied but all generally stated the following:

- a. That a climate emergency exists, and that it threatens our city, state, country, and world.
- b. That each jurisdiction is committed to a goal of net zero climate pollution, measured in terms of net contribution to excess trapped heat, by or before 2030, and further commits to evaluate all planning and policy decisions through the lens of this pledge, and to implement both immediate and sustained actions in support of its achievement.
- c. That each jurisdiction recognizes the need for full community participation and support, commits to providing leadership and services in working with community organizations, businesses, schools, and regional partners and jurisdictions to educate, mobilize, expand, and accelerate local, regional and statewide support for comprehensive, immediate, and sustained action to achieve its goal of net zero climate pollution by or before 2030. Several

jurisdictions also pledged to review and/or revise their General Plans to accomplish these goals.

In June 2021, the County received a grant agreement from the Bay Area Air Quality Management District (BAAQMD) in the amount of \$50,000 to prepare a GHG inventory. As directed by the Committee, staff prepared a Request for Proposals (RFP) for consultants to develop an updated regional GHG emissions inventory for the six agencies. The Committee requested that the RFP include optional tasks for consideration of short-lived climate pollutants (SLCP) and an evaluation of the potential for carbon sequestration within Napa County.

The County awarded the contract on November 16, 2021 for a maximum of \$97,485 to prepare a comprehensive update to the Regional Greenhouse Gas (GHG) Emission Inventory, an optional technical memorandum on short-lived climate pollutants, and an optional technical memorandum on the potential for carbon sequestration in Napa County. The GHG Inventory was accepted as complete on November 30, 2022.

A summary of the inventory showing GHG emissions in 2019 by jurisdiction and industrial sector is provided as follows:

Estimated GHG Emissions in 2019 by Jurisdiction and Industrial Sector (Metric tons of carbon dioxide equivalent or MTCO ₂ e)								
	On-Road	Building Energy	Solid Waste	Off-Road	Agri-culture	Waste Water	Import Water	Total
American Can.	91,830	53,431	25,938	8,998	154	7,822	983	189,156
Calistoga	17,184	14,450	4,981	2,880	274	1,992	229	41,990
Napa	280,553	125,346	34,236	47,238	1,086	29,542	4,383	522,363
St. Helena	30,661	16,766	5,676	4,502	4,415	2,270	285	64,575
Unincorporated	40,063	61,068	125,429	50,602	97,378	3,191	0	377,731
Yountville	12,404	8,532	2,601	1,328	75	1,040	65	26,047
Total	472,695	279,593	198,861	115,548	103,382	45,857	5,945	1,221,862

Forecast GHG Emissions in 2030 by Jurisdiction and Industrial Sector (Metric tons of carbon dioxide equivalent or MTCO ₂ e)								
	On-Road	Building Energy	Solid Waste	Off-Road	Agri-culture	Waste Water	Import Water	Total
American Can.	72,392	65,648	33,145	11,278	132	10,202	871	193,667
Calistoga	13,408	14,761	5,130	2,825	235	2,159	169	38,687
Napa	217,054	125,086	38,283	46,949	1,014	32,945	3,321	464,653
St. Helena	24,958	15,850	6,199	4,079	4,273	2,389	203	57,950
Unincorporated	29,988	61,827	138,611	63,989	85,826	4,140	0	384,380
Yountville	9,526	8,449	3,153	1,501	65	1,261	53	24,007
Total	367,326	291,621	224,521	130,621	91,545	53,096	4,617	1,163,344

At the October 6, 2022, meeting of the Napa County League of Governments (NCLOG), which includes representatives from all six jurisdictions, there was general support for proceeding with a Regional Climate Action and Adaptation 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 and Adaptation Plan at a future Council/Board meeting, to guide Climate Action Committee (CAC) representatives as they move forward. The subject of a Regional Climate Action and Adaptation Plan was considered at 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
- Napa City Council on March 7, 2023.

As a result of these meetings, all six jurisdictions supported the preparation of a Regional Climate Action Plan. At their May 16, 2023, meeting, the County Board of Supervisors directed staff to begin work on preparing a Request for Proposals (RFP). At their May 26, 2023, meeting, the CAC made the preparation of the RCAAP its top priority for the 2023-2024 Fiscal Year.

Individual jurisdictions have considered and/or adopted various plans over the past 15 years, but this would be the first RCAAP prepared for the Napa County region. The RCAAP would follow similar regional climate planning efforts in California, including the Humboldt Regional Climate Action Plan, the Lake Tahoe Sustainability Action Plan, the Sonoma Climate Mobilization Strategy, and the Western Riverside County Sub-Regional Climate Action Plan. Regional climate plans have also been adopted for the six states in the New England area; the four-county Miami, Florida region; fifty municipalities within the Chicago metropolitan region; the ten counties and two states in the Kansas City metropolitan region; the six-county mid-Hudson Valley region; and the two counties around Telluride, Colorado.

3. Policy Considerations

The successful proposal will ensure compliance and consistency with all applicable legislative, executive, regulatory, and policy requirements, including but not limited to the following:

a. State Legislation

The following provides a brief summary of the principal actions approved by the California Legislature and signed by the Governor relating to local climate action and adaptation planning.

Assembly Bill 1757 (2022)

Requires by January 1, 2024, that the California Natural Resources Agency (CNRA), in collaboration with the California Air Resources Board (CARB), determine a range of targets for natural carbon sequestration, and for nature-based climate solutions, that reduce GHG emissions in 2030, 2038, and 2045. These targets must support state goals to achieve carbon neutrality and foster climate adaptation and resilience. This bill also requires CARB to develop standard methods for state agencies to consistently track GHG emissions and reductions, carbon sequestration, and additional benefits from natural and working lands over time.

Assembly Bill 1279 (2022)

Establishes that the policy of the state is to achieve carbon neutrality as soon as possible, but no later than 2045; to maintain net negative GHG emissions thereafter; and to ensure that by 2045 statewide anthropogenic GHG emissions are reduced at least 85 percent below 1990 levels. It also requires the California Air Resources Board (CARB) to ensure that Scoping Plan updates identify and recommend measures to achieve carbon neutrality.

Assembly Bill 197 (2016)

Creates the Joint Legislative Committee on Climate Change Policies (JLCCCP), requires the CARB to prioritize direct emission reductions and consider social costs when adopting regulations to reduce GHG emissions beyond the 2020 statewide limit, requires the CARB to prepare reports on sources of GHGs and other pollutants, establishes six-year terms for voting members of ARB, and adds two legislators as non-voting members of the CARB.

Senate Bill 32 (2016)

Requires the CARB to ensure that statewide GHG emissions are reduced to at least 40% below the 1990 statewide GHG emissions level no later than December 31, 2030, when adopting rules and regulations to achieve the maximum technologically feasible and cost-effective GHG emissions reductions authorized by AB 32. The bill became operative contingent upon the enactment of Assembly Bill 197.

Senate Bill 379 (2016)

Requires cities and counties to review and update their general plans' safety elements to address risks posed by climate change. Where feasible, updates must identify natural infrastructure that may be used in adaptation projects, and use existing or restored natural features and ecosystem processes, when developing alternatives for consideration.

Senate Bill 1383 (2016)

Requires CARB to approve and begin implementing a comprehensive strategy to reduce short-lived climate pollutants (SLCPs) from 2013 levels by 2030 in the following amounts: 40% reduction in methane; 40% reduction in hydrofluorocarbon gases; and 50% reduction in anthropogenic black carbon. Establishes a target of 50% reduction by 2020 in the statewide disposal of organic waste from the 2014 level, with a 75% reduction by 2025, and requires CalRecycle and the CARB to adopt regulations to achieve the organic waste reduction targets. Includes requirements to recover at least 20% of edible food currently disposed of, by 2025. Requires CARB to adopt regulations to reduce methane emissions from livestock and dairy manure management operations by up to 40% below 2013 levels by 2030.

Assembly Bill 1504 (2010)

Requires the California Department of Forestry and Fire Protection, in consultation with the CARB, by March 1, 2011, to assess the capacity of its forest and rangeland regulations to meet or exceed the state's greenhouse gas (GHG) reduction goals, pursuant to the California Global Warming Solutions Act of 2006 (AB 32).

Senate Bill 375 (2008)

Requires the CARB to provide each region with greenhouse gas emission reduction targets for the automobile and light truck sector; 2) requires a Regional Transportation Plan (RTP) to include a Sustainable Communities Strategy designed to achieve the targets for greenhouse gas emission reduction; 3) requires the California Transportation Commission to maintain guidelines for travel demand models; 4) requires cities and counties, in general, to revise their housing elements every eight years in conjunction with the RTP and complete any necessary rezonings within a specific time period; and 5) relaxes CEQA requirements for housing developments that are consistent with a Sustainable Communities Strategy.

Assembly Bill 32 (2006)

Requires the CARB to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas sources or categories of sources of greenhouse gases by 2020. Requires the CARB to adopt regulations requiring the mandatory reporting of greenhouse gas emissions, and to adopt regulations for discrete early actions that could be enforceable on or before January 1, 2010.

b. Governor's Executive Orders

The following provides a brief summary of the principal Executive Orders signed by the California Governor relating to local climate action and adaptation planning.

N-82-20

Sets a statewide goal to conserve at least 30 percent of California's land and coastal waters by 2030. The California Natural Resources Agency (CNRA) was directed to develop a Natural and Working Lands Climate Smart Strategy to advance the state's carbon neutrality goal and build climate resilience. It also directed the California Air Resources Board (CARB) to update the target for natural and working lands in support of carbon neutrality as part of this Scoping Plan, and to take into consideration the Natural and Working Lands Climate Smart Strategy.

N-79-20

Establishes targets for the transportation sector as follows: (1) 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035; (2) 100 percent of medium- and heavy-duty vehicles will be zero-emission by 2045 for all operations where feasible, and by 2035 for drayage trucks; (3) 100 percent of off-road vehicles and equipment will be zero-emission by 2035 where feasible. The Executive Order also tasked CARB to develop and propose regulations to require increasing volumes of zero-electric passenger vehicles, medium- and heavy- vehicles, drayage trucks, and off-road vehicles to meet the 2035 and 2045.

B-55-18

Establishes a statewide goal to achieve carbon neutrality as soon as possible, and no later than 2045, and to achieve and maintain net negative emissions thereafter. Policies and programs undertaken to achieve this goal shall: (1) Seek to improve air quality and support the health and economic resiliency of urban and rural communities, particularly low-income and disadvantaged communities; and (2) Support climate adaptation and biodiversity, including protection of the state's water supply, water quality, and native plants and animals. It also calls for CARB to: (1) Develop a framework for implementation and accounting that tracks progress toward this goal. (2) Ensure future Scoping Plans identify and recommend measures to achieve the carbon neutrality goal.

B-30-15

Establishes a new interim statewide greenhouse gas emission reduction target to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030 to ensure the reduction of greenhouse gas emissions to 80 percent below 1990 levels by 2050. All state agencies with jurisdiction over sources of greenhouse gas emissions were directed to implement measures to meet the 2030 and 2050 targets. Specifically, the CARB was directed to update the Climate Change Scoping Plan to express the 2030 target in terms of million metric tons of carbon dioxide equivalent. The CNRA was directed to update the

state's climate adaptation strategy every three years, and ensure that its provisions are fully implemented.

S-03-05

Establishes GHG reduction targets for California as follows: (1) by 2010, reduce GHG emissions to 2000 levels; (2) by 2020, reduce GHG emissions to 1990 levels; and (3) by 2050, reduce GHG emissions to 80 percent below 1990 levels. The Secretary of the California Environmental Protection Agency (CEPA) shall report to the Governor and the State Legislature by January 2006 and biannually thereafter on progress made toward meeting the targets, as well as the impacts of global warming on water supply, public health, agriculture, the coastline, and forestry, including the mitigation and adaptation plans to combat these impacts.

c. California Environmental Quality Act (CEQA)

Lead agencies may use adopted plans to reduce greenhouse gas (GHG) emissions consistent with State CEQA Guidelines Section 15183.5 to analyze and mitigate the significant effects of GHGs under CEQA at a programmatic level. Later, as individual projects are proposed, project-specific environmental documents may tier from and/or incorporate by reference the existing programmatic review in their cumulative impact analysis. A project-specific environmental document that relies on the plan for its cumulative impacts analysis must identify specific GHG reduction strategies applicable to the project and demonstrate the project's incorporation of the strategies.

In order to qualify under this section of the CEQA Guidelines, plans to reduce GHG emissions should:

- i. Quantify greenhouse gas emissions, both existing and projected over a specified time period, resulting from activities within a defined geographic area;
- ii. Establish a level, based on substantial evidence, below which the contribution to greenhouse gas emissions from activities covered by the plan would not be cumulatively considerable;
- iii. Identify and analyze the greenhouse gas emissions resulting from specific actions or categories of actions anticipated within the geographic area;
- iv. Specify measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level;
- v. Establish a mechanism to monitor the plan's progress toward achieving the level and to require amendment if the plan is not achieving specified levels;
- vi. Be adopted in a public process following environmental review.

d. California Air Resources Board (CARB)

The 2022 Scoping Plan for Achieving Carbon Neutrality adopted by CARB lays out the sector-by-sector strategy for California to achieve carbon neutrality, outlining a technologically feasible, cost-effective, and equity-focused path to achieve the state's climate target. Consistent with recent legislation and direction from the Governor, the Scoping Plan establishes a target of reducing anthropogenic emissions to 85 percent below 1990 levels by 2045, in addition to carbon neutrality by 2045 or earlier. To achieve these goals, the Scoping Plan outlines the actions needed within each industrial sector, highlights of which are provided below, as an example:

- Vehicle Miles Travelled (VMT) per capita reduced 25% below 2019 levels by 2030, and 30% below 2019 levels by 2045;

- 100% of light duty vehicle sales are zero emission vehicles by 2035;
- 100% of medium duty truck sales are zero emission vehicles by 2040;
- 20% of aviation fuel demand is met by electricity (batteries) or hydrogen (fuel cells) in 2045;
- 100% of passenger and other locomotive sales are zero emission vehicles by 2030;
- 20 gigawatts (GW) of offshore wind power by 2045;
- All electric appliances required in new construction beginning 2026 for residential buildings and 2029 for commercial buildings.
- 25% of energy demand for construction is electrified by 2030 and 75% electrified by 2045;
- 25% of energy demand for agriculture is electrified by 2030 and 75% by 2045.

In Appendix D of the Scoping Plan, the documents note that the CEQA Guidelines (referenced above) provide that a plan should include the measures or a group of measures that would collectively achieve the plan's emissions reduction targets. However, the Scoping Plan also states that as the CEQA Guidelines are silent on what measures or groups of measures a CEQA-qualified Climate Action Plan (CAP) should contain, Appendix D identifies three priority areas that address the State's largest sources of emissions that local governments have authority or influence over. The Scoping Plan urges local jurisdictions to focus on these three priority areas when preparing a CEQA-qualified CAP:

- i. Transportation electrification;
- ii. VMT (Vehicle Miles Travelled) reduction; and
- iii. Building decarbonization.

Appendix D recognizes the differences between jurisdictions and the complexities involved in setting local GHG emission targets. As such, the Appendix does not recommend a specific GHG target or target-setting method for local governments. However, it does present some considerations for various target-setting approaches.

- Estimate GHG reduction targets for specific years aligned with the State's long-term climate targets established through existing laws or policy guidance (i.e., 2030, 2035, and 2045).
- Ensure that local targets align with the jurisdiction's respective share of the statewide reductions needed to achieve long-term targets, and that the local inventory profile aligns with the sectors included in the state's targets, while recognizing each region's distinctive sources and profile.
- Examine the long-term GHG reduction trajectory, and include several interim reduction targets rather than a single target, to ensure that GHG emission levels in the CAP are sustainable.
- Account for projected GHG emission reductions from State policies, programs, and strategies implemented over time, but avoid double-counting State efforts to ensure that the local target focuses only on GHG emission reductions within the scope of the CAP.
- Jurisdictions considering a net-zero target should consider the effects it may have on neighboring communities (e.g., by inadvertently exporting emissions from a jurisdiction with a net-zero target to another jurisdiction with less stringent requirements or no target). Jurisdictions should also avoid creating targets that are impossible to meet as a basis to determine significance under CEQA. Ultimately, a net-zero target that makes it more difficult to achieve statewide goals by prohibiting or complicating projects that are needed to support the State's climate goals, like infill development or solar arrays, is not consistent with the State's goals.
- Design targets in ways that support overall state goals, recognizing that each region has distinctive GHG sources and reduction opportunities. Jurisdictions that work together on a regional framework to rapidly decarbonize together may have better success in maximizing both emission reductions and other co-benefits. Some jurisdictions have more land capacity

to remove and store carbon, while others host GHG-emitting facilities that serve necessary functions and will take time to transition to new technology (e.g., municipal wastewater treatment plants, landfills, energy generation facilities). The scale of GHG reductions needed across all communities will be substantial, and local governments have the discretion to adopt targets appropriate to their jurisdictions so long as those targets are supported by substantial evidence.

e. Bay Area Air Quality Management District (BAAQMD)

The Bay Area Quality Management District (BAAQMD) is responsible for planning air quality management within the Bay Area. In 2017, the BAAQMD adopted its latest update to the Clean Air Plan, which provides a vision for 2050 that includes: the elimination of fossil fuel use in buildings; transportation that relies on the use of electric vehicles, transit, walking, and bicycling; an energy grid consisting of 100% renewable energy; and adopting a low-carbon lifestyle by greatly reducing the waste stream, recycling or composting all remaining waste, eating low-carbon food, and buying low-carbon goods and services. The Clean Air Plan will achieve this vision through a regional strategy to protect public health and protect the climate, while setting the region on a pathway to achieve the 2050 vision. The Clean Air Plan will work with the BAAQMD's 2018 Climate Protection Planning Program to reduce the district's GHG emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050.

Under CEQA Guidelines adopted by the BAAQMD in 2022, for a project to have a less-than-significant impact related to operational GHG emissions, it must either:

- a. Include, at a minimum, the following project design elements; or
 - i. Not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development).
 - ii. Not result in any wasteful, inefficient, or unnecessary energy use as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines
 - iii. Achieve a reduction in project-generated vehicle miles traveled (VMT) below the regional average consistent with the current version of the California Climate Change Scoping Plan Project-Level Impacts: Greenhouse Gas Emissions 6-4 Bay Area Air Quality Management District 2022 CEQA Guidelines (currently 15 percent) or meet a locally adopted Senate Bill 743 VMT target that reflects the recommendations provided in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA:
 - Residential projects: 15 percent below the existing VMT per capita;
 - Office projects: 15 percent below the existing VMT per employee; or
 - Retail projects: no net increase in existing VMT; and
 - iv. Achieve compliance with off-street electric vehicle requirements in the most recently adopted version of CALGreen Tier 2.
- b. Be consistent with a local GHG reduction strategy that meets CEQA Guidelines Section 15183.5(b) requirements (see above).

f. Local Climate Plans

A brief summary of the current climate action and adaptation planning efforts within each jurisdiction in Napa County is as follows:

City of American Canyon

Adopted an Energy Efficiency Climate Action Plan in 2012. The Plan covers both municipal operations and the community, requires additional programs to be developed in a future Climate Action Plan, and projected out until 2020. The City adopted a target to reduce energy-related greenhouse gas emissions by 15 percent below 2005 levels by 2020. A General Plan update is currently underway.

City of Calistoga

Adopted a Climate Action Plan in 2014. The Plan covers both municipal operations and the community, is voluntary, and projected out until 2020. It sets a goal to reduce greenhouse gas emissions by 15% below 2005 levels by 2020.

City of Napa

Adopted a Sustainability Plan in 2012. The Plan covers both municipal operations and the community, is voluntary, and projected out until 2020. The 2040 General Plan incorporates a Climate Change and Sustainability Element, including Policy CCS 1-1 which seeks to achieve net zero climate pollutants from public and private operations within the City by 2030 and carbon neutrality by 2040. The Climate Element builds upon the voluntary measures in the 2012 Sustainability Plan.

County of Napa

Prepared draft Climate Action Plans in 2012 and 2019. The 2019 draft plan covered both municipal operations and the community, projected out until 2050 and has required action items, but has not yet been adopted. The draft plan includes measures to reduce greenhouse gas emissions to 77% below 2014 levels by 2050. A General Plan update is currently underway.

City of St. Helena

Adopted a Greenhouse Gas Emission Reduction Action Plan in 2009. It set a target of reducing municipal operations by 20% below 2005 levels by 2020. The City adopted a General Plan update in 2019, which established broad goals to reduce greenhouse gas emissions. The Environmental Impact Report for the General Plan indicated that greenhouse gas emissions would be reduced to 60 percent below 1990 emission levels by 2040.

Town of Yountville

Adopted a Climate Action Plan in 2016. The Plan covers both municipal operations and the community, projected out until 2030, and includes voluntary measures. The City adopted a target to reduce greenhouse gas emissions by 50 percent below 2010 levels by 2030.

Hazard Mitigation Plans (HMPs)

The Napa County Multi-Jurisdictional HMP update was adopted in 2022. It included the County of Napa; Cities of American Canyon, Calistoga, and St. Helena; Town of Yountville; Napa County Flood Control and Water Conservation District; Napa County Department of Education; Napa Valley College; and Howell Mountain Mutual Water Company. The document addresses the potential effects and recommends mitigation measures for a range of climate related impacts including sea level rise, drought, increased temperatures, wildfire risk, flooding, invasive pest species, and pandemic disease.

The City of Napa HMP update was adopted in 2022. The document addresses the potential effects and recommends mitigation measures for a range of climate related impacts including invasive agricultural pests and diseases, drought, flooding, extreme weather, wildfire, and extreme heat.

In addition, all six jurisdictions have adopted resolutions declaring a climate emergency, as follows:

- City of Calistoga adopted Resolution No. 2021-63 on August 3, 2021, which set a goal of net zero climate pollution by or before 2030.
- City of American Canyon adopted Resolution No. 2022-07 on February 1, 2022, which set a goal of net zero climate pollution by or before 2030.
- Town of Yountville adopted a Resolution on March 15, 2022.
- City of Napa adopted Resolution No. 2022-030 on April 5, 2022, which set a goal of net zero climate pollutants by 2030.
- City of St. Helena adopted Resolution No. 2022-26 on April 12, 2022, which set a goal of net zero climate pollution by 2030.
- County of Napa adopted Resolution No. 2022-79 on June 7, 2022, which set a goal of net zero greenhouse gas emissions with a reach target of 2030.

B. TERM OF CONTRACT AND SCOPE OF WORK

The County is seeking the services of a qualified consultant or consultant team to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document to reduce greenhouse gas emissions (GHG) and adapt to climate change within Napa County, including the six cities and town, consistent with methodologies and goals of the California Air Resources Board (CARB) Climate Change Scoping Plan, the Bay Area Air Quality Management District (BAAQMD) Climate Protection Planning Program, State Legislation, Governor's Executive Orders, local General Plan policies, as well as other policies and requirements as mandated.

The firm(s) or individuals submitting proposals should have significant experience developing Climate Action and Adaptation Plans for local and regional governments, and preparing environmental review documents required by CEQA.

1. Term

The term of this contract is anticipated to be two years.

2. Scope of Work

Please see Attachment 2

C. SCHEDULE OF EVENTS

The tentative schedule of events for this RFP and the contract work is shown below. These dates may be changed at the discretion of Napa County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

September 15, 2023	Request for Proposal released
Monday, October 2, 2023	Questions due by 5:00 PM PDT
Monday, October 16, 2023	Responses to questions will be published
Friday, October 20, 2023	Proposals due by 4:00 PM PDT
October-November, 2023	County review
November 2023	Interviews at discretion of County
November-December 2023	Negotiations and Contract Development

December 11, 2023	Intent to Award Notifications sent out
December 19, 2023	Contract approval and contract start date

These dates may be changed at the discretion of Napa County. Changes to the due date for questions or due date for proposal submittal will be made by written addendum.

Note that if an Environmental Impact Report is required, this timeline will be modified and extended.

The consultant shall ensure that any reports, and any deliverable provided to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts, and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Examples of accessibility standards include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

All deliverables will be submitted to County staff in electronic format in Microsoft Word and Excel compatible software, in addition to a web ready, PDF format. Any graphic or video products will be submitted to County staff in electronic format in industry standards file formats (e.g., TIFF, PNG, MPEG, AVI).

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.

D. SUBMISSION PROCESS

In order to be considered, you must also provide seven unbound hard copies of the proposal in a sealed envelope identified by proposal title "Response to Request for Proposal for a Regional Climate Action and Adaptation Plan Consultant, RFP Number PBES-TBD" no later than **Friday, October 20, 2023, at 4:00 p.m. Pacific Daylight Time**. The hard copies of the proposal must be received by David Morrison, at 1195 Third Street, Room 210, Napa, CA 94559. For any inquiries, please contact via email david.morrison@countyofnapa.org or phone at 916-719-6797.

Each RFP submitted shall include a cover letter plus a maximum of ten (10) pages to address the RFP criteria, excluding resumes. Resumes for key team members shall be limited to two pages each, and should be attached as an appendix to the RFP. Total submittal should not exceed thirty (30) pages.

Submittals which do not contain the required numbers of copies and all the information requested in the RFP may be considered as non-responsive and rejected without evaluation.

Submittals received after the deadline or addressed to the wrong location will be considered as non-responsive. Faxed or emailed copies will not be accepted.

All written proposals received by the submission deadline will be evaluated by a team comprised of staff from the County; Cities of American Canyon, Calistoga, Napa, and St. Helena, and the Town of Yountville. At the discretion of the evaluation team, the County may invite up to three firms to make an oral presentation of their proposals and qualifications in November 2023. Only individuals proposed as key personnel on this project would participate in the oral presentation. Work is expected to commence in December 2023.

The evaluation team will make a recommendation to the County Executive Officer and the County Executive Officer will make the final recommendation to the Board. The Board shall have the final authority as to the selection of a consultant to complete the project represented by this RFP.

E. GENERAL CONDITIONS

By submitting a response, the proposer represents and warrants that:

1. The information provided is genuine and not a sham, collusive, or made in the interest or in behalf of any party not therein named, and that the respondent has not directly or indirectly induced or solicited any other respondent to put in a sham statement, or any other respondent to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.
2. The proposer has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of Napa County.
3. This solicitation and related information can be found at www.countyofnapa.org/procurement. Napa County does not guarantee the accuracy of information posted on or obtained from third party organizations.
4. All Proposals become the property of the County. The County reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the respondent unless they are not submitted in a timely manner.
5. Proposals will become a public record and available for release to the public upon selection of a successful Respondent and an Intent to Award Notification is distributed. Respondents shall specify in their cover letter if they desire that any portion of their Proposal be treated as proprietary and not releasable as public information. If Respondent chooses to claim any information as proprietary, it must specify those sections in the cover letter and provide any legal justification for treatment as such. However, respondents should be aware that all such requests may be subject to legal review and challenge. In such event, each Respondent shall be responsible for the legal defense against the release of their Proposal as public information.
6. The County reserves the right to award an agreement without further competition based on the responses received to this RFP.

7. The County reserves the right to request additional information not included in this RFP from any or all respondents after proposal due date.
8. The County reserves the right to contact references not provided in the submittals.
9. The County reserves the right to incorporate its standard language into any contract resulting from this solicitation. The County's contract template is attached for reference. Templates are attached for reference only and do not need to be signed or returned with proposal.
10. The County reserves the right to reject any and all Proposals or any part of a Proposal if it is determined it is not in the best interest of the County.
11. The County reserves the right to reject the proposal of any submitter who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the Proposal of a respondent who is not in a position to perform such a contract satisfactorily. The County may reject the Proposal of any respondent who is in default of the payment of taxes, or other monies due to Napa County.
12. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal. The signature must indicate the title or position that the individual holds in the firm. An unsigned Proposal shall be rejected.
13. All costs of preparation of responses including travel for any interviews scheduled shall be borne by the proposer.
14. No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.
15. The County reserves the right to terminate this RFP and reserves the right to reject all responses to this RFP.

F. SECURITY AND PRIVACY

Any persons entering a Napa County building may be required to complete a privacy declaration form.

G. MODIFICATION OR WITHDRAWAL

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the final date for submissions. An individual who is authorized to bind the submitting agency contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration shall be rejected.

**NO AMENDMENTS, ADDITIONS OR ALTERATIONS WILL BE ACCEPTED
AFTER THE TIME AND DATE SPECIFIED AS THE SUBMISSION DEADLINE
UNLESS REQUESTED BY THE COUNTY.**

At any time prior to the specified time and date set for the Proposal due date, a designated representative of the responding agency may withdraw the submission provided that such person provides acceptable proof of his or her identity and such person signs a receipt. No submissions may be withdrawn or returned after the date and time set for final submission.

H. INFORMATION RESOURCE

Questions about this RFP shall be submitted via email and be referred to:

David Morrison, Special Projects Director

david.morrison@countyofnapa.org

Email Subject Line: Regional Climate Action and Adaptation Plan

Questions will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential respondent. Except for the above named, potential respondents should not contact Napa County officials or staff regarding any aspect of this RFP. If such contact is made, the County reserves the right to reject the Proposal.

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of the County or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

I. ORGANIZATION OF PROPOSAL

The Proposal shall contain the following information and shall be organized in the same order as provided herein. Each of these section headers shall be listed in the submitted Proposal with pertinent information provided under the specific header.

1. Cover Page. Cover page shall state the Title and RFP number (Regional Climate Action and Adaptation Plan Consultant; RFP No. PBE-TBD); date of submission; and name and signature of the person who is authorized to make decisions and represent the submitting firm with respect to the RFP.
2. Company Information: This section shall state:
 - a. The legal name of the company which can enter into a contract with the County and any alternate names for which the company is known (D.B.A.);
 - b. Mailing and physical address(es);
 - c. Remit to billing address;
 - d. Phone, fax, and website (if applicable);
 - e. Organization type;
 - f. Federal I.D. number;
 - g. Federal Unique Entity I.D.(if applicable);
 - h. List of owners;
 - i. List of corporate officers with titles (if applicable); and
 - j. Name (first and last), title, mailing address, phone number, fax, and email of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

3. Company Experience, Qualifications, and Approach to Scope of Work: This section shall address all of the following:

Experience. Include the name, background, resumes, and experience of the proposed project manager and project team members. Please identify specific staff who will work on each portion and phase of the project and the estimated hours for each person; identification of any subcontractors and the specific responsibilities for each. Please highlight personnel with knowledge/experience in development of Qualified GHG Reduction Plans and preparation/use of Climate Action Plans to streamline the project-specific CEQA review process.

Qualifications. Include a summary of qualifications pertaining to expertise and specific experience in conducting studies similar to those desired by Napa County:

- a. Client contact names
- b. Agency name, address, telephone number, and
- c. Project completion dates
- d. Name of Project Manager and Team Members

Approach. Proposer shall demonstrate a full understanding of the Scope-of-Work and the effort needed to complete the Project on time and within budget through the submittal of a proposed work plan including project deliverables (identify specifically and thoroughly for each portion and phase). Proposer shall include a proposed work schedule to indicate duration and completion dates. Include an estimated amount of time to be spent with County staff during each phase of the project (individuals and groups).

Other Information. Other information may be included as appropriate to highlight experience and ability to perform the work of the contract.

4. Pricing Information/Structure: This section shall communicate your proposed price for the services required under this RFP. The budget should be presented in a table which specifies the following for each task and subtask: assigned personnel, number of hours per person, applicable hourly rates, any other direct costs and total cost.
5. References. Provide 3 references (company or agency, contact, phone number, date(s), and description of service(s) provided). References should be for entities for which similar work has been completed.
6. Disclosures. A complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any Proposal. The County of Napa reserves the right to reject any Proposal based upon the Proposer's prior history with the County of Napa or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failure.

If there are no disclosures to report, this section must still be included in the Proposal with an indication that there are no reportable disclosures.

7. Insurance Requirement. This section shall contain a written statement indicating Proposer's willingness and ability to meet all of the County's insurance requirements as indicated in Attachment C.

Proposer's who are unable to meet all of the County's insurance requirements may submit with their Proposal an alternative plan for obtaining insurance that will adequately mitigate the risks associated with providing the services detailed above. Any alternative insurance coverage request is subject to review and approval by County Counsel and the County's Risk Management Officer.

Failure to meet the County's insurance requirements (as determined by County Counsel and County Risk Management) may be sufficient reason for disqualification from the selection process.

8. Contract Acceptance: The successful Proposer will be expected to enter into a Professional Services Agreement (PSA) with the County. The County's standard PSA has been provided in draft for review by prospective Proposers and is attached as Exhibit A. Proposers are not required to submit a signed copy of the County's PSA with their proposal but are merely directed to review the PSA to ensure a complete understanding of the County's PSA requirements.

Proposers should clearly note in their proposal whether they take exception to any of the PSA requirements and should include a detailed explanation of the reason for the exception and a counter-proposal or alternative suggestion(s) for the County's review. However, after review of any exceptions, the County reserves the right to reject any and all exceptions taken to the County's PSA.

9. RFP Addenda, if any. Any and all addenda shall include an acknowledgement of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response (See Section K).
10. Additional Relevant Information/Scope Revisions. The Proposer is encouraged to contribute creative ideas to this scope of services as distinctly separate alternatives and/or enhancements. If the Proposer identifies areas of concern or alternative methodologies not mentioned in this request, they should be described in the Proposal as distinct tasks/subtasks and included separately in the cost estimate.

J. EVALUATION PROCESS

An evaluation team will rank the proposals received in accordance with the terms of this RFP in the following manner. Following initial review and scoring of the Proposals, follow-up interviews may be conducted. No more than three firms will be selected for subsequent interviews. Selection will be based upon the County's evaluation of the firm's response to the RFP with the evaluation criteria listed below:

CRITERIA	MAXIMUM POSSIBLE SCORE
Project Approach	25
Understanding of Project and Local Issues	20
Experience and Success on Similar Projects	20
Qualifications of Personnel	20
Project Schedule	10
Cost	5

TOTAL POSSIBLE SCORE	100
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For additional information, please see Attachment B.

K. AWARD

The County intends to award a contract to the Proposer which distinguishes itself as capable of the type and breadth of services provided for in Attachment A as evident in submitted Proposal. Selection and determination of qualifications is at the sole discretion of the County.

The County will attempt to negotiate a contract with the Proposer submitting the top ranked Proposal. If no contract can be successfully negotiated with the top ranked Proposer, then the County may, at its election enter into negotiations with the next highest ranked Proposer; and move down the list of Proposers in order of scoring until a contract can be negotiated.

Upon selection of qualified Proposer, completion of successful negotiations, and distribution of the "Intent to Award Notification" has taken place, the contract will be presented to the appropriate authority level for authorization.

The County reserves the right to decline awarding a contract to any of the Proposers.

L. PROTESTS OR OBJECTIONS

1. Filing of Protest

Any directly affected party who is aggrieved in connection with the solicitation or award of a purchase order or contract issued through a formal sealed bid procedure may protest the procurement action taken. Such protests must be filed in writing with:

Napa County
Purchasing Agent
1195 Third Street, Suite 310
Napa, CA 94559

Protests must be filed in writing within five (5) working days from the time of the occurrence generating the protest. Protests received after this time will not be considered. Any protest shall include the following information:

- a. The date and action taken resulting in a protest, and
2. Identification of the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

2. Resolution Process

- a. Informal Resolution. Upon receipt of the protest, the Purchasing Agent will convene, at the earliest possible convenience, discussions between the protesting party and appropriate County staff to seek informal resolution and/or to clarify the issues.

- b. Response to Protest/Appeal. If the protest is not resolved by mutual agreement, the Purchasing Agent shall provide a written response to the protesting party within fifteen (15) working days following the informal meeting. County Counsel shall be consulted before the written response is issued.
- c. The response shall state the Purchasing Agent's decision, the facts supporting the decision, and shall inform the protesting party of its right to appeal the decision to the Board of Supervisors.

3. **Appeal to the Board of Supervisors**

- a. In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision. Any appeal hearing shall be scheduled within thirty (30) working days from the date request is received by the Clerk of the Board. The Clerk of the Board shall notify the appellant by personal service of the scheduled hearing date not less than ten (10) working days from the date of hearing.
- b. The appellant shall have the right to testify at the hearing, to be represented by counsel, to present witnesses on his behalf, and to present oral and written documents and evidence on the issue.
- c. After the conclusion of the hearing, the Board of Supervisors shall make findings of fact and a decision concerning the issue(s).

In the event of a timely protest under this section, the County shall not proceed further with the solicitation or the award of the contract or purchase order until the protest is resolved, unless the Purchasing Agent, in consultation with the head of the using department and County Counsel, makes a written determination that the award of the purchase order or contract without further delay is necessary to protect a substantial interest of the County.

M. RFP ADDENDA

Any changes to the RFP requirements and answers to questions submitted pursuant to the provisions of this RFP will be made by addendum. All addenda shall include an acknowledgment of receipt that must be returned. The acknowledgement form must be signed and attached to the final response. Failure to attach any acknowledgement form may result in the rejection of the final response. Addenda will be provided to all known interested firms and posted on the County website.

O. LOCAL VENDOR PREFERENCE

Napa County has a local vendor preference which covers the acquisition of requested services. Proposers will be awarded contracts for services where qualifications are determined by the reviewing panel to be otherwise equal, unless such preference is not allowable by law. For this matter, a local vendor is a vendor who has a billing address located within Napa County. Where appropriate, out of county Proposers are encouraged to subcontract with qualified local vendors.

N. ATTACHMENTS

- A. Project Description and Scope of Services
- B. Scoring Criteria
- C. Professional Services Agreement (PSA) Example - Final Contract language will be dependent on details developed during negotiations and contract development

ATTACHMENT A

PROJECT DESCRIPTION and SCOPE OF SERVICES

1. Regional Climate Action and Adaptation Plan (RCAAP)

The purpose of the RCAAP is to prepare a comprehensive plan for the Cities of American Canyon, Calistoga, Napa, and St. Helena, the Town of Yountville, and the County of Napa to reach carbon neutrality (net zero greenhouse gas (GHG) emissions) by the year 2030 or as soon as can be reasonably achieved. The RCAAP should recognize the different opportunities and constraints within each jurisdiction in developing the path and actions necessary to achieve carbon neutrality and climate adaptation, while working as an integrated plan for the entire Napa County region. Each of the following sectors shall be evaluated for potential action measures that contribute to individual jurisdiction and overall carbon neutrality: on-road transportation, building energy, solid waste, off-road vehicles, agriculture, waste water treatment, and imported water. Analysis shall be consistent with the most current methodology and analysis used by the CARB. Each action shall be accompanied by quantifiable and measurable projected reductions in GHG emissions and/or increases in carbon sequestration, as well as reduction in risk due to climate adaptation strategies, within a timeline and framework to show how and when each individual jurisdiction and the region as a whole will achieve carbon neutrality and climate resilience. Where feasible, each action will also be provided with an estimate of the cost to families, businesses, and/or municipalities, as well as an estimate of the amount of staff hours needed to implement the measure, and how any technology gaps are anticipated to be overcome.

During preparation of the RCAAP, the selected consultant will review the 2019 regional GHG inventory, the existing climate action plans for each jurisdiction, and applicable state and district requirements. The consultant will also meet with staff from each jurisdiction and local agencies to discuss current and anticipated GHG reduction programs, as well as review options for potential action measures to achieve carbon neutrality. The consultant will sub-contract with the Napa County Resource Conservation District (NCRCD) to reach stakeholders and to develop resources to inform and engage the public, actively solicit comments. The consultant will be available for presentations to City and Town Councils, Board of Supervisors, the Climate Action Committee, and/or related groups as needed. Following their review, consultation, analysis, and outreach, the consultant will provide recommendations to the Climate Action Committee regarding quantifiable actions for each jurisdiction and the region to achieve carbon neutrality by 2030 or as soon as can be reasonably achieved, as well as climate resiliency. Concurrent with the preparation of the draft recommendations, the consultant will also prepare a draft document to ensure compliance of the RCAAP with the CEQA. The final draft RCAAP and accompanying CEQA document will be presented to the Climate Action Committee for recommendation, as well as the respective jurisdictional legislative bodies for decision.

The RCAAP shall, at a minimum, include the following sections. Consultants are highly encouraged to recommend additional sections for inclusion in the RCAAP based on their experience, industry standards, and recent innovations:

- a. Introduction to climate change science, the relationship between local activities and greenhouse gas emissions, the purpose of climate action and adaptation plans and a summary of the applicable regulatory frameworks (federal, state and regional).
- b. Overview of the emissions and carbon sequestration potential within each sector and jurisdiction identified in the updated 2019 regional GHG Inventory.

- c. Estimates of future GHG emissions by sector and jurisdiction for each of the following years: 2030, 2035, and 2045. Separate estimates shall be provided for a Business as Usual (BAU) forecast; GHG emissions assuming state mandates; and GHG emissions assuming implementation of the RCAAP.
- d. Prioritized GHG reduction action measures, including an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure. The analysis tool will include, at minimum, the following criteria:
 - i. Effectiveness – quantified estimated GHG reductions resulting from each measure;
 - ii. Cost – implementation costs to government, private sector, and non-profit organizations, as well as potential funding sources;
 - iii. Equity – Measures should be affordable and accessible, uplift disadvantaged communities, and address the disproportionate environmental burdens faced by low-income communities and communities of color;
 - iv. Feasibility/Implementation Framework – identification of implementing agency, required changes to existing policies/codes, funding and financing sources, and level of effort needed to implement in terms of staff hours; and
 - v. Secondary benefits - estimated cost-savings, health benefits, etc.
- e. Assessment of risk(s) that each jurisdiction faces due to the impact of climate change and prioritized climate adaptation strategies to achieve resilience within each jurisdiction. Areas addressed should include but not be limited to energy grid resiliency, water availability, sea level rise, wildfire, and flooding. The assessment shall include an analysis to aid the stakeholders and jurisdictions in evaluating the feasibility and prioritizing each measure. The analysis tool will include, at minimum, the following criteria:
 - i. Effectiveness – quantified reduction in risk resulting from each measure;
 - ii. Cost – implementation costs to government, private sector, and non-profit organizations, as well as potential funding sources;
 - iii. Equity – Measures should be affordable and accessible, uplift disadvantaged communities, and address the disproportionate environmental burdens faced by low-income communities and communities of color;
 - iv. Feasibility/Implementation Framework – identification of implementing agency, required changes to existing policies/codes, permitting and CEQA requirements, funding and financing sources, and level of effort needed to implement in terms of staff hours; and
 - v. Secondary benefits - estimated cost-savings, health benefits, etc.
- f. Implementation plan and monitoring program that meets the BAAQMD and CEQA guidelines requirements for a Qualified Climate Action and Adaptation Plan. Consultant responsibilities related to this will generally involve the following subtasks:
 - i. Prepare a spreadsheet that identifies and prioritizes measures and actions as identified in the RCAAP and allows local jurisdictions to assign staff/agency, track costs/benefits and progress towards goals and milestones; and
 - ii. Create a web-based dashboard tracking tool (Excel or other non-proprietary software-based system) that allows the public to monitor jurisdictions' progress towards GHG reduction goals annually.

The contract will be considered fulfilled when the RCAAP has been adopted and the CEQA document has been certified by the County Board of Supervisors.

2. Public Outreach

The public outreach effort shall include, at a minimum: four community outreach meetings for the public; social media and community engagement strategy; online platform to inform, update, and receive feedback from the public; two presentations to the Climate Action Committee; and six presentations for decision making bodies for final adoption. Community outreach meetings include two meetings prior to preparing the Administrative Draft RCAAP and two meetings following release of the Administrative Draft RCAAP. Proposals should assume that the consultant will attend all public outreach meetings and public hearings in person, not by Zoom or other remote means. Consultant responsibilities related to this will generally involve the following subtasks:

- a. Prepare presentation materials for the community meetings and submit in advance of meetings for review and approval by County staff.
- b. Make presentation and/or answer questions at each community meeting, including gathering information/ideas potentially relevant to content of the RCAAP.
- c. Create a summary document within a week of each community meeting. The summary shall include any Action Items that result from the meeting, along with responses to public questions and/or comments, and shall be provided in a format ready to be posted on the Internet.
- d. Work with staff to identify ideas/concerns and proposed language to incorporate into the RCAAP.
- e. A one-page summary of the RCAAP and a video summary not to exceed three minutes that are graphically rich, visually enticing, and explains the document to a non-technical audience. Both the document and video shall be provided in both English and Spanish.

3. Coordination

The Proposer is expected to meet at least bi-weekly (electronically) with County staff and other key personnel to provide status updates, scheduling, actions and policies, CEQA, data availability, and other matters related to implementation of this contract.

The Cities of American Canyon, Calistoga, Napa, and St. Helena; County of Napa, and Town of Yountville are local municipalities that provide a wide range of city and county services. The six jurisdictions operate under a Joint Powers Agreement as the Climate Action Committee (CAC), to coordinate GHG reduction and climate adaptation policies, grants, and programs. The consultant will coordinate with staff from each of the six jurisdictions within the CAC to review existing local plans, policies, and programs related to climate change, and to review and receive feedback on proposed GHG reduction and adaptation recommendations, as part of the development of the draft RCAAP.

The Napa Valley Transportation Authority (NVTA) is the local public transportation provider and congestion management agency. The consultant will coordinate with NVTA staff to clarify data developed by NVTA or its consultants, and to review and clarify programs, plans, planned projects and services provided by NVTA that would relate to the RCAAP. The consultant will review proposed measures and receive feedback from NVTA staff on areas or recommendations that involve NVTA as part of the final RCAAP.

The Napa Resource Conservation District (NCRCD) is a non-regulatory agency that operates voluntary programs across the county for conserving, protecting, and restoring natural resources in a landscape that supports agriculture, urban areas, and wild lands. They provide technical assistance, educational programs, monitoring programs, and funding sources to help ensure thriving watersheds. The consultant will subcontract with NCRCD to develop an

information and engagement strategy to ensure broad participation and feedback from community regarding the RCAAP.

4. **California Environmental Quality Act (CEQA)**

Prepare a memo recommending to the County the appropriate approach to environmental review pursuant to CEQA, the Napa County's Local Procedures for Implementing the CEQA (2020), and BAAQMD's CEQA Guidelines necessary to adopt and implement the RCAAP. The approach will include documentation sufficient to ensure that consistency of future projects within the RCAAP will satisfy CEQA requirements. For purposes of budgeting, the memo should briefly describe an estimated scope, cost and timeline for preparation of the CEQA document, which will be a task initiated at a later date. In addition, the memo shall include strategies for efficiently complying with CEQA, consultant's qualifications, resumes of lead personnel to be employed in the project, and a list of other pertinent environmental documents prepared by the consultant's firm. All CEQA work will be carried out in close coordination with Napa County.

5. **Timeline**

The term of this contract is expected to be no more than two years. The expected sequence of events is anticipated to be as follows;

TIMING	ACTION
December 2023	Contract approval
January 2023	Project Kick-off
February – March 2023	Consultations with staff and data gathering
April 2024	Community outreach meetings
May 2024	Draft RCAAP released
June – September	Preparation of CEQA document
June - July 2024	Community outreach meetings
September 2024	Recommendation by Climate Action Committee
October 2024	Recommendation by member jurisdictions
November 2024	Approval of RCAAP/certification of CEQA document by County

These dates may be changed at the discretion of Napa County. Note that if an Environmental Impact Report is required, this timeline will be modified and extended.

6. **Report Formatting**

Whenever possible, and as coordinated with the County, all reports shall be provided electronically.

The Final Report should be clear, comprehensive, well-organized and data-rich and include a separate Executive Summary that is attractive, succinct, graphically-rich, and written in an accessible manner. The County will be provided with six (6) bound and one (1) unbound copy of the Final Report and Executive Summary, as well as electronic copies of the final versions (both Word and pdf formats), including any tables in Excel format and maps in GIS file format (as applicable).

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as

websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

7. 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

ATTACHMENT B

SCORING CRITERIA

Selection of the Proposer will be based upon the County's evaluation of the firm's response to the RFP with the evaluation criteria listed below:

1. **Project Approach**

Provide a detailed description of the offered services and approach to the Scope of Work. Attention to each of the sections and details provided in Attachment A – Scope of Work shall be considered within your response. (25 Points)

2. **Understanding of Project and Local Issues**

Describe your firm's knowledge of what the RCAAP is intended to accomplish for the Napa County region and member jurisdictions. Discuss the relationship of the RCAAP to implementation by individual member jurisdictions, as well as coordination by the member jurisdictions as a whole. In addition, Napa County has unique constraints and opportunities compared to many other jurisdictions and regions. Demonstrate your firm's insights into local social, environmental, and economic dynamics, and how they may create challenges and/or complement the climate action planning process. (20 Points)

3. **Experience and Success on Similar Projects**

Any current or past contracts with government agencies and/or other organizations in preparing Climate Action Plans and CEQA documents shall be listed and described in this section. Descriptions of working on regional and/or multi-organizational climate action planning is strongly preferred. Include updates on the current status of the climate action plans you've prepared; are they being implemented, are they effective? Discuss strategies, policies, actions, and approaches that have been successful in your firm's past experience(s) and how they would be incorporated into the process for Napa County. (20 Points)

4. **Qualifications of Personnel**

Describe the background, experience, qualifications, technical capabilities, and expertise of personnel who will be providing climate action plan and CEQA document services. Experience and qualifications of key field personnel should be included. Licensing and certification shall also be described in this section. Designate a project manager who will be the primary point of contract throughout the term of the contract, as well as an organization chart of the personnel involved in the Proposal. (20 Points)

5. **Project Schedule**

Provide a workplan showing milestones and dates/weeks in which they would be completed, in terms of accomplishing the goal of having the RCAAP adopted and the CEQA document certified by the end of 2024. (10 Points)

6. **Cost**

Provide a detailed budget showing the milestones provided in the Project Schedule in (5) above, with the amount of time and cost for each personnel member involved in that milestone. Overall totals of hours and cost per each person working on the Proposal shall be provided, as well as total project costs. Provide and detail any administrative, incidental, or other costs. (5 Points)

NAPA COUNTY AGREEMENT NO.

PROFESSIONAL SERVICES AGREEMENT - EXAMPLE

THIS AGREEMENT is made and entered into as of this 19th day of December, 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and _____ corporation”, whose mailing [or business] address is _____, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to develop a Regional Climate Action and Adaptation Plan (RCAAP) and associated California Environmental Quality Act (CEQA) document that identifies specific actions and strategies to reduce greenhouse gas emissions (GHG) and adapt to climate change within the following jurisdictions: City of American Canyon, City of Calistoga, City of Napa, County of Napa, City of St. Helena, and Town of Yountville; 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 December 31, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2.

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 _____ (\$_____) 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. 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 Director of Planning, Building, and Environmental Services 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 Director of Planning, Building, and Environmental Services 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 Department of Planning, Building, and Environmental Services 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 thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to

the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least sixty (60) 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

Brian Bordona
Director of Planning, Building and
Environmental Services
1195 Third Street, Suite 210
Napa, CA. 94559

CONTRACTOR

[Name]
[Address]

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 Planning, Building, and Environmental Services. 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.

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

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

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

16. No Assignments or Subcontracts.

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

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

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

18. Interpretation; Venue.

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

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

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

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

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-

hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

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

(d) Prevailing Wages. [RESERVED]

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

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

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

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate

this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

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

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

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

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

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

28. **Special Terms and Conditions. [RESERVED]**

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

doing business as _____

By _____
[NAME], [Title]

By _____
[NAME], [Title]

"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: ____ _____ County Counsel</p> <p>Date: __ _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: ____ _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

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

EXHIBIT “B”

COMPENSATION AND EXPENSE REIMBURSEMENT

EXHIBIT “C”
SAMPLE INVOICE



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: 9/12/2023

File ID #: 23-1558

TO: Board of Supervisors
FROM: Ryan J. Alsop, 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: Napa County Fairgrounds, Calistoga, California (APNs 011-140-006, 011-140-007, 011-140-056, 011-140-009, and 011-140-055)

Agency Negotiator: Ryan Alsop, County Executive Officer

Negotiating Parties: Napa County and City of Calistoga Under Negotiation: [X] Price [X] Terms of Payment



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: 9/12/2023

File ID #: 23-1491

TO: Board of Supervisors
FROM: Ryan J. Alsop, County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: County Executive Officer