

# Napa County



## Agenda

**Friday, March 24, 2023**

**9:30 AM**

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

### **Climate Action Committee**

*AMERICAN CANYON Mark Joseph, Leon Garcia*

*CALISTOGA Kevin Esienberg, Lisa Gift*

*NAPA Bernie Narvaez, Liz Alessio*

*NAPA COUNTY Joelle Gallagher, Alfredo Pedroza*

*ST. HELENA Billy Summers, Anna Chouteau*

*YOUNTVILLE Hillery Bolt Trippe, Pamela Reeves*

*Committee Clerks:*

*Alexandria Quakenbush*

*Aime Ramos*

**How to Watch or Listen to the Napa County Climate Action Committee Meetings**

The Climate Action Committee will continue to meet at 9:30 AM on the 4th Friday of each month January - October and on the 3rd Friday of November and December.

The Climate Action Committee 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 Climate Action Committee reserves the right to conduct the meeting without remote access.

Please watch or listen to the Climate Action Committee 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 on Zoom using the attendee link: <https://countyofnapa.zoom.us/j/82901122471>. Make sure the browser is up-to-date.
3. Listen on Zoom by calling 1-669-900-6833 (Meeting ID: 829-0112-2471).

**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. Email your comment to [meetingclerk@countyofnapa.org](mailto:meetingclerk@countyofnapa.org). Emails received will not be read aloud but will still become part of the public record and shared with the Committee Members.
2. Use the Zoom attendee link: <https://countyofnapa.zoom.us/j/82901122471>. Make sure the browser is up-to-date. When the Chair calls for the item on which you wish to speak, click "raise hand." Please limit your remarks to three minutes.
3. Call the Zoom phone number 1-669-900-6833 Enter Meeting ID 829-0112-2471 When the Chair calls for the item on which you wish to speak, press \*9 to raise hand. Please limit your remarks to three minutes.

**\*\*Please note that phone numbers in their entirety will be visible online while speakers are speaking\*\***

For more information, please contact us via telephone at (707) 253-4417 or send an email to [meetingclerk@countyofnapa.org](mailto:meetingclerk@countyofnapa.org).

1. **CALL TO ORDER; ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **CONSENT ITEMS**

- A. The Clerk requests approval of minutes from the regular meeting on February 24, 2023.

**[23-0469](#)**

**Attachments:** [CAC 2-24-23 Minutes\\_DRAFT](#)

**4. ADMINISTRATIVE ITEMS**

- A. Staff requests that the Climate Action Committee receive a presentation from Karen Kristiansson, Program Manager for the Bay Area Regional Energy Network (BayREN) at the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC). [23-0491](#)
- B. Staff requests that the Climate Action Committee (CAC) discuss and consider a request from Napa Climate Now to act as a partner for Napa Climate Summit 2023. [23-0485](#)
- C. Staff requests that the Climate Action Committee (CAC) discuss and consider whether to amend the Bylaws and Joint Powers Agreement to allow for the appointment of Alternate representatives to the CAC by their respective jurisdictions. [23-0496](#)
- Attachments:** [CAC Bylaws Final 07-23-21.pdf](#)  
[Joint Powers Agreement Funding and Administering CAC program \(002\).pdf](#)
- D. Staff requests that the Climate Action Committee (CAC) receive a presentation from Patrick Journey, Program Manager with Community Climate Solutions, regarding the Napa County Climate Challenge (<https://napacountyclimatechallenge.org/>), and provide direction to staff whether to continue funding for this effort. [23-0495](#)

**5. PUBLIC COMMENT**

In this time period, anyone may address the Climate Action Committee regarding any subject over which the Committee has jurisdiction but which is not on today's posted agenda. In order to provide all interested parties an opportunity to speak, time limitations shall be at the discretion of the Chair. As required by Government Code, no action or discussion will be undertaken on any item raised during this Public Comment period.

**6. REPORTS AND ANNOUNCEMENTS****7. FUTURE AGENDA ITEMS****8. ADJOURNMENT**

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 \_\_\_\_\_ BY \_\_\_\_\_. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE COMMITTEE CLERK AND AVAILABLE FOR PUBLIC INSPECTION

\_\_\_\_\_  
(by e-signature)

Clerk of the Commission



# Napa County

## Board Agenda Letter

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Climate Action Committee

**Agenda Date:** 3/24/2023

**File ID #:** 23-0469

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**TO:** Napa County Climate Action Committee  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Ryan Melendez, Planner II, Sustainability  
**SUBJECT:** Approval of Minutes

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### **RECOMMENDATION**

The Clerk requests approval of minutes from the regular meeting on February 24, 2023.

### **EXECUTIVE SUMMARY**

The Clerk requests approval of minutes from the regular meeting on February 24, 2023.

### **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**

Only committee members who attended the February 24, 2023 meeting of the Climate Action Committee (CAC) may vote on the minutes. All other CAC members should abstain from the vote.



# Meeting Minutes

## Climate Action Committee

American Canyon	Leon Garcia	Mark Joseph	David Morrison, Secretary-Director
Calistoga	Kevin Eisenberg	Lisa Gift	Chris Apallas, Committee Counsel
Napa	Bernie Narvaez	Liz Alessio – <i>Chair</i>	Alexandria Quackenbush, Committee Clerk
Napa County	Joelle Gallagher – <i>Vice-Chair</i>	Alfredo Pedroza	Aime Ramos, Committee Clerk
St. Helena	Billy Summers	Anna Chouteau	
Yountville	Hillery Bolt Trippe	Pamela Reeves	

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**Wednesday, February 24, 2023**

**9:30 AM**

**Virtual Meeting**

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

Committee Members Present: Leon Garcia, Mark Joseph, Kevin Eisenberg, Bernie Narvaez, Liz Alessio, Joelle Gallagher, Alfredo Pedroza, Billy Summers (Joined during item 4C), Anna Chouteau, Hillery Bolt Trippe, Pamela Reeves.

Committee Members Excused: Lisa Gift.

Staff Present: David Morrison, Alexandria Quackenbush.

**2. PLEDGE OF ALLEGIANCE**

Member Garcia led the salute to the flag.

**3. CONSENT ITEMS**

None.

**4. ADMINISTRATIVE ITEMS**

**A. Staff recommends that the CAC accept nominations and vote for a Chair and Vice-Chair for the 2023 calendar year. Those elected would take office immediately.**

Members elected Liz Alessio as Chairperson and Joelle Gallagher as Vice-Chairperson.

Leon G	MJ	KE	Lisa G	BN	LA	JG	AP	BS	AC	HT	PR
Y	<u>2<sup>nd</sup></u>	Y	X	Y	Y	Y	Y	X	<u>1<sup>st</sup></u>	Y	Y

**B. The Clerk requests approval of minutes from the regular meeting on November 30, 2022.**

Minutes were approved as amended.

Leon G	MJ	KE	Lisa G	BN	LA	JG	AP	BS	AC	HT	PR
A	<u>1st</u>	A	X	Y	Y	A	Y	A	<u>2nd</u>	A	A

**C. Discussion and possible action regarding the 2023 Climate Action Committee regular meeting calendar.**

The 2023 Climate Action Committee Calendar was approved as amended.

Leon G	MJ	KE	Lisa G	BN	LA	JG	AP	BS	AC	HT	PR
<u>2nd</u>	<u>1st</u>	Y	X	Y	Y	Y	Y	Y	Y	Y	Y

**E. Staff will provide an overview of the Joint Powers Agreement, which establishes a collaborative framework to allow the Member Agencies to work on coordinated actions to reduce greenhouse gas emissions and limit the adverse effects of future climate change. Staff will also provide an overview of the Bylaws, which govern the rules by which the CAC is governed.**

David Morrison provided an overview with discussion. No action required.

**D. Staff request that the Climate Action Committee received a presentation regarding the status of preparing a Regional Climate Action Plan, discuss, and provide direction.**

David Morrison provided the presentation with discussion. No action required.

**F. Staff from the County and the Napa County Resource Conservation District (RCD) will make a presentation regarding a proposed grant application to the Adaptation Planning Grant Program (APGP) in the Governor's Office of Planning and Research (OPR). Staff is requesting that the CAC send a letter to OPR to support the proposed grant application. A summary of the APGP and the draft letter are both attached.**

Jordan Blough and Lucas Patzek from RCD provided the presentation with discussion.

Committee Members voted to send a letter to OPR to support the proposed grant application.

Leon G	MJ	KE	Lisa G	BN	LA	JG	AP	BS	AC	HT	PR
Y	<u>1st</u>	Y	X	Y	Y	Y	Y	Y	<u>2nd</u>	Y	Y

**5. PUBLIC COMMENT**

(2) Public comments were heard.

## 6. REPORTS AND ANNOUNCEMENTS

- Member Chouteau reported that St. Helena worked with NVTa on the Vine Trail to do Tree Mitigation. On February 14<sup>th</sup> St. Helena City Council unanimously approved a permit fee reduction schedule that targets specific energy friendly improvements. Member Chouteau also visited the Sonoma Advanced Energy Center along with Chris Benz and Beth Painter.
- Member Narvaez reported the City of Napa has funding available for local landscapers.
- Member Joseph reported American Canyon High School had their Climate Rally on February 8<sup>th</sup>.
- Chair Alessio reported The Napa City Council received a presentation on March 7<sup>th</sup> from Deborah Elliott on her recommendations.

## 7. FUTURE AGENDA ITEMS

- Member Narvaez would like to continue to look at Electric Vehicles and Charging Stations throughout the Napa County and concerns regarding the source of materials.
- Member Chouteau would like to revisit the All-Green Building Codes.
- Vice-Chair Gallagher would like to receive a presentation from BAYREN regarding the funds and rebates available and a presentation on a Climate Action 101 from Napa County Now. Member Gallagher would also like to receive reports from each jurisdiction and create a list of potential actions for discussion.
- Member Garcia would also like to receive a Climate Action 101 presentation.

## 8. ADJOURNMENT

Meeting adjourned to March 24, 2023, regular meeting.

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ALEXANDRIA QUACKENBUSH, Clerk of the Committee

### Key

Vote: MJ = Mark Joseph; Leon G = Leon Garcia; KE = Kevin Eisenberg; Lisa G = Lisa Gift; BN = Bernie Narvaez; LA = Liz Alessio; AP = Alfredo Pedroza; JG = Joelle Gallagher; BS = Billy Summers; AC = Anna Chouteau; HT = Hillery Bolt Trippe; PR = Pamela Reeves.

Notations under vote: Y = Yes; N = No; A = Abstain; X = Excused; 1<sup>st</sup> = 1<sup>st</sup> motion; 2<sup>nd</sup> = 2<sup>nd</sup> motion

### Example

Leon G	MJ	KE	Lisa G	BN	LA	JG	AP	BS	AC	HT	PR
Y	<u>1<sup>st</sup></u>	Y	X	Y	Y	Y	Y	Y	<u>2<sup>nd</sup></u>	Y	Y



# Napa County

## Board Agenda Letter

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Climate Action Committee

**Agenda Date:** 3/24/2023

**File ID #:** 23-0491

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**TO:** Napa County Climate Action Committee  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** Ryan Melendez, Planner II, Sustainability  
**SUBJECT:** Presentation on the BayREN Codes and Standards Program

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### **RECOMMENDATION**

Staff requests that the Climate Action Committee receive a presentation from Karen Kristiansson, Program Manager for the Bay Area Regional Energy Network (BayREN) at the Association of Bay Area Governments/Metropolitan Transportation Commission (ABAG/MTC).

### **EXECUTIVE SUMMARY**

Karen Kristiansson, the Codes and Standards Program Manager for the Bay Area Regional Energy Network (BayREN) at ABAG/MTC will give a presentation on reach codes/green building codes and how they can reduce greenhouse gas emissions in buildings.

### **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**

Karen Kristiansson, the Codes and Standards Program Manager for the Bay Area Regional Energy Network (BayREN) at ABAG/MTC will give a presentation on reach codes/green building codes and how they can reduce greenhouse gas emissions in buildings. Karen will discuss approaches that other jurisdictions have taken, how to develop a strategy for implementation, and where jurisdictional staff can find additional resources.



BayREN is a coalition of the Bay Area's nine counties - a network of local governments partnering to promote resource efficiency at the regional level, focusing on energy, water and greenhouse gas reduction.

The Codes and Standards Program is a joint effort of Bay Area local governments to support the development and implementation of tools, best practices, trainings, and policies for accelerating compliance with, and exceeding, California Title 24, Part 6.



# Napa County

## Board Agenda Letter

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Climate Action Committee

**Agenda Date:** 3/24/2023

**File ID #:** 23-0485

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**uTO:** Napa County Climate Action Committee  
**FROM:** David Morrison, Interim County Executive Officer  
**REPORT BY:** David Morrison, Interim County Executive Officer  
**SUBJECT:** Discussion to Partner in the Napa Climate Summit 2023

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### **RECOMMENDATION**

Staff requests that the Climate Action Committee (CAC) discuss and consider a request from Napa Climate Now to act as a partner for Napa Climate Summit 2023.

### **EXECUTIVE SUMMARY**

Napa Climate Now has requested that the Climate Action Committee act as a partner for an upcoming event titled the Napa Climate Summit 2023. Napa Climate Now is not asking the CAC for funding or for speakers, but is asking for assistance in promoting the event.

### **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 Climate Now has requested that the Climate Action Committee act as a partner for an upcoming event titled the Napa Climate Summit 2023. The sponsor of the summit is Pacific Gas and Electric (PG&E), which is funding the event. PG&E is the event sponsor and has provided funds for the event.

Specifically, Napa Climate Now would like to promote the summit by stating: "Hosted by Napa Climate NOW! in collaboration with the Climate Action Committee of Napa County." Napa Climate Now is not asking the

CAC for funding or for speakers. Instead, the role of the CAC would be to:

- \* Promote the summit to elected officials and staff, who would be recognized at the event (as members of the CAC);
- \* Suggest projects that should be addressed at the summit; and
- \* Provide a list of people who should be invited to attend.

Under the adopted Bylaws, the purpose of the CAC is to: "...act as a community round table or forum for the sharing of information, providing public education, promoting events and grants relevant to climate change, developing a regional greenhouse gas inventory, and identifying mutually agreed upon climate goals and action items for consideration by the individual Member Agencies which are party to the Climate Action Program Joint Powers Agreement (Agreement)."

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

As the CAC can provide public education and promote events related to climate change, and can work with community organizations and jurisdictions on coordinated actions, this request may be considered consistent with the Committee's purpose.



# Napa County

## Board Agenda Letter

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Climate Action Committee

**Agenda Date:** 3/24/2023

**File ID #:** 23-0496

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**TO:** Napa County Climate Action Committee

**FROM:** David Morrison, Interim County Executive Officer

**REPORT BY:** David Morrison, Interim County Executive Officer

**SUBJECT:** Discussion and Consideration of Amending the Bylaws and Joint Powers Agreement to Allow Alternate Representatives

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### **RECOMMENDATION**

Staff requests that the Climate Action Committee (CAC) discuss and consider whether to amend the Bylaws and Joint Powers Agreement to allow for the appointment of Alternate representatives to the CAC by their respective jurisdictions.

### **EXECUTIVE SUMMARY**

Following a request from the Town of Yountville, the CAC is being asked to discuss and consider whether to amend the Bylaws and Joint Powers Agreement to allow for the appointment of Alternate representatives to the CAC by their respective jurisdictions.

### **ENVIRONMENTAL IMPACT**

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

### **BACKGROUND AND DISCUSSION**

As adopted, Section 1.C of the CAC Bylaws currently reads:

Composition. Pursuant to the Agreement, the CAC shall be a standing body consisting of 12 elected officials, with two (2) representatives from each of the Member Agencies, Napa County, American Canyon, Napa, St.

Helena, Calistoga, and Yountville, which are appointed by the respective Agencies on an annual basis.

As adopted, Paragraph 4 of the Joint Powers Agreement (JPA) establishing the CAC currently states:

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

At the February 24, 2023, meeting, representatives from the Town of Yountville requested that the Bylaws be amended to allow for Alternate representatives, which are not currently allowed under the existing Bylaws. An amendment to the JPA may also be required to effect the change.

The Napa County Flood Control and Water Conservation District (District) is a multi-jurisdictional organization that currently allows for alternates. Alternates to the District are only allowed for Board of Supervisor members and the five Mayors. The preamble to their Bylaws reads as follows:

Effective January 1, 1997, the Napa County Flood Control and Water Conservation District Act (“the Act”) was amended by Sections 3 through 6 of Chapter 308 of the Statutes of 1996 to reorganize and expand the governing board of the District from a five-member board of directors comprised of the Napa County Board of Supervisors serving ex-officio to an eleven-member board of directors composed as follows: five directors who are members of the Napa County Board of Supervisors, serving ex-officio and having two votes each; one director who is the mayor of the City of Napa, serving ex-officio and having two votes; four directors who are the mayors of the Cities of Calistoga, St. Helena, and American Canyon, and the Town of Yountville, serving ex-officio and having one vote each; and one director who is a member of the Napa City Council, appointed annually by the Napa City Council and having one vote. Effective January 1, 2003, the Act was further amended by Chapter 283 of the Statutes of 2002 to provide for alternate members for each mayor and for two floating alternates for the members of the board of supervisors, as well as to increase the flexibility of the District Board in regard to certain administrative matters. These amended Bylaws are adopted to govern the conduct of the District Board as reorganized and expanded by these statutes.

The Watershed Information and Conservation Council (WICC) is another multi-jurisdictional organization that allows alternates, but for all members, as indicated in their Bylaws:

Term of WICC members. Each member of the WICC shall serve for a period of four (4) years. Members serving on the WICC as elected officials and their alternates shall serve the same term as their elected office.

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## **BYLAWS OF THE NAPA COUNTY CLIMATE ACTION COMMITTEE**

**Adopted by the Climate Action Committee on July 23, 2021**

### **I. THE NAPA COUNTY CLIMATE ACTION COMMITTEE**

- A. Name.** The official name of the Committee shall be the Napa County Climate Action Committee, hereinafter referred to as the “CAC.”
- B. Purpose.** The CAC shall act as a community round table or forum for the sharing of information, providing public education, promoting events and grants relevant to climate change, developing a regional greenhouse gas inventory, and identifying mutually agreed upon climate goals and action items for consideration by the individual Member Agencies which are party to the Climate Action Program Joint Powers Agreement (Agreement).
- C. Composition.** Pursuant to the Agreement, the CAC shall be a standing body consisting of 12 elected officials, with two (2) representatives from each of the Member Agencies, Napa County, American Canyon, Napa, St. Helena, Calistoga, and Yountville, which are appointed by the respective Agencies on an annual basis.

### **II. OFFICERS.** The officers of the CAC shall be the Chair, Vice-Chair and Secretary, chosen as follows:

- A. Time of Election of the Chair and Vice-Chair.** At the first organizational meeting and thereafter at the CAC’s annual organizational meeting, the membership of the CAC shall elect the Chair and Vice-Chair from among themselves.
- B. Term of the Chair and Vice-Chair.** The Chair and Vice-Chair shall serve one calendar year or until their successors are elected and assume office. If the office of Chair becomes vacant during the term, the Vice-Chair shall become Chair. Vacancy in the office of Vice-Chair during the term shall be filled by election to serve the remainder of the term.
- C. Duties of the Chair and Vice-Chair.** The Chair, or the Vice Chair in the absence of the Chair, shall act as the presiding officer of the CAC and in that capacity shall preserve order and decorum, decide questions of order

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subject to being overruled by a two-thirds vote and perform such other duties as are required by the CAC. The Chair shall have all the rights and duties enjoyed by any other member of the CAC, including the right to make and second motions.

- D. **Secretary.** The Director of the Planning, Building and Environmental Services Department, shall serve ex officio as the Secretary of the CAC.
- E. **Authority to Bind the CAC.** No member of the CAC shall have any power or authority to bind the CAC by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

### III. MEETINGS

- A. **Date of Regular Meetings.** All regular meetings of the CAC shall be held on a monthly basis on the fourth Friday of every month, as shown on a calendar, which the CAC shall adopt at the first meeting of the CAC, of each calendar year. Notwithstanding the foregoing, any regularly scheduled meeting of the CAC may be canceled by majority vote or, if there is not a quorum, be adjourned by the Chair or Secretary in the manner set forth in Section III(G) of these by-laws.
- B. **Time of Regular Meetings.** Regular meetings shall commence at 9:00 am and continue until all agendized business is concluded unless adjourned earlier on motion of the CAC for any reason or by the Secretary for lack of a quorum.
- C. **Location of Regular Meetings.** Unless specially noticed otherwise, regular meetings shall be held at the Napa County Administration Building, Board Chambers, 1195 Third Street, Third Floor, Napa, California.
- D. **Emergency Meetings.** Emergency meetings shall be called in conformance with Section 54956.5 of the California Government Code
- E. **Special Meetings.** A special meeting may be called at any time by the Chairman or upon the request of a majority of the members of the CAC by delivering written notice to each member and to each person or entity entitled by law to receive such notices in the manner required by



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Government Code Section 54956 at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed and shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public. No other business shall be considered at such meetings by the CAC. Such written notice may be dispensed with as to any CAC member who at or prior to the time the meeting convenes files with the Secretary of the CAC a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any member who is actually present at the time the meeting convenes.

- F. Agendas Involving Regular Meetings.** At least 72 hours before a regular meeting, an agenda containing a brief general description of each item of business to be transacted or discussed shall be posted at a location freely accessible to members of the public. All agendas shall include a time period for public comment and shall specify the time and location of the regular meeting. No discussion shall occur, or action be taken, on any item not appearing on the posted agenda except as permitted by law. Questions or comments regarding items not included on the agenda shall be limited to the scope permitted for “public comment”. Supplemental agendas involved in a regular meeting will be prepared and considered by the CAC only under the following conditions:
- 1. Emergencies.** Upon a determination by the CAC that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
  - 2. Need Arising after Posting.** Upon a determination by a two-thirds vote of the CAC or, if less than two-thirds of the potential votes are present, a unanimous vote of the CAC members present, that there is a need to take immediate action and the need to take action came to the attention of CAC or staff subsequent to the regular agenda being posted.
  - 3. Recently Continued Item.** The item was properly posted for a prior meeting of the CAC occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

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- G. Adjourning Meetings.** The CAC may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all CAC members are absent from any regular meeting or adjourned regular meeting the Secretary or Acting Secretary of the CAC may declare the meeting adjourned to the next regular meeting of the CAC. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.
- H. Meetings to be Open and Public.** All meetings of the CAC to take action or to deliberate concerning CAC business and its conduct shall be open and public. All persons shall be permitted to attend any such meetings except as otherwise provided or permitted by law.

#### **IV. CONDUCT OF MEETINGS**

- A. Order of Business.** The regular order of business of the CAC shall be:
- 1. Call to order.**
  - 2. Approval of the minutes of the previous meeting.**
  - 3. Public comment on unagendized items.** In the event total public comment exceeds ten minutes, the Chair may, in the Chair's discretion, continue public comment on the unagendized items to the end of the meeting.
  - 4. Consideration and Action on Agenda Items.**
  - 5. Future Agenda Items**
  - 6. Adjournment.**

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- B. Parliamentary Procedure.** Unless otherwise provided by these Bylaws, all proceedings before the CAC shall be conducted in accordance with and pursuant to the parliamentary procedure prescribed in the most current version of the “American Institute of Parliamentarians Standard Code of Parliamentary Procedure.”
- C. Recording of Meetings.** Any meeting of the CAC, other than a closed session permitted under the Brown Act, may be recorded by any person, unless the CAC determines that such recording could constitute a disruption of the proceedings.
- D. Presentations to the CAC.** Any person desiring to address the CAC shall, when recognized by the Chair, give their name and/or address. The Chair may, in the interest of facilitating the business of the CAC, set in advance of the presentation of testimony reasonable time limits for oral presentations. Persons may be required to submit written testimony in lieu of oral testimony if the Chair determines that a reasonable opportunity for oral presentations has been provided, and in such a case, the matter may be continued to a later date to allow a reasonable time for such submittals to occur.
- E. Recordation of CAC Actions.** All official actions or decisions by the CAC shall be documented and kept by the Secretary. The vote or votes of each member of the CAC on every question shall be recorded. Action minutes will be prepared for each meeting, as well as a brief summary of the meeting highlights. In addition, electronic recordings will be made of each meeting of the CAC whenever possible and shall be available to the public at the CAC offices.
- F. Future Agenda Items.**
1. Any Member may request that an item be placed on a future agenda, subject to support by a majority of the Committee. Alternatively, the Chair, or Vice Chair acting in their place, may place an item on a future agenda, unless overruled at the next regular meeting by a majority of the committee.
  2. When an item has been placed on a future agenda, there will be a presentation at the next regular meeting to identify the estimated staff

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time and/or resources required to satisfy the request.

## V. VOTING AND QUORUM

- A. **Roll Call Vote.** A roll call vote may be required in voting upon any motion of the CAC at the discretion of the Chair.
- B. **Inaudible Votes.** Any member present who does not vote in an audible voice or abstains for a legally insufficient reason shall be recorded as voting "aye".
- C. **Quorum.** A quorum for the transaction of business shall exist only as long as a majority (7) of the 12 members are present.
- D. **Number of Votes Required for Action.** No action or recommendation of the CAC shall be valid and binding unless at least seven (7) affirmative votes concur therein.
- E. **Continuance Where Insufficient Votes Present.** In any case where, due to the absence of one or more members, the number of affirmative votes required by V. (D.) cannot be obtained on a question before the Committee, the Secretary shall automatically cause the matter to be placed on the next agenda for further consideration and vote. No motion shall be required to take such action.
- F. **Voting Affected by Conflict of Interest.** As a general rule, no member shall participate as a member in any discussion or voting if to do so would constitute a conflict of interest. However, if a quorum cannot be achieved or the required number of affirmative votes for action obtained because conflicts of interest exist that prevent members having such conflicts from discussing or voting on the matter, and the conflicts are such that the members with conflicts will be unable to vote at a later date even if the matter is continued, the matter shall not be continued and a sufficient number of members having conflicts of interest, selected by lot, shall be allowed to participate to provide enough votes for the CAC to form a quorum and take affirmative action.

1. A final vote on any matter before the CAC may be reconsidered during

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the meeting at which the vote was taken provided all persons concerned with the matter are still present, and further provided the motion to reconsider shall be made by a member voting with the majority on the final vote.

2. If all persons concerned with a matter are not present, or if a member so chooses, a motion to reconsider a final vote on any matter may be given not later than the next regular meeting by a member voting with the majority on the final vote, provided notice of intention to move such reconsideration shall have been given at the meeting on which the final vote was taken.
3. A motion for reconsideration shall have precedence over every motion except a motion to adjourn.

**G. ONE VOTE PER MEMBER.** Each Member shall have one vote on all matters presented to the Committee for a vote.

## **VI. CHANGES TO BYLAWS**

The provisions of these Bylaws may be altered, amended, or repealed at any time, within limitations imposed by the Brown Act.

## **VI. SUBCOMMITTEES**

- A. The CAC may authorize the establishment of one or more Ad Hoc or Standing committees to meet the needs of the CAC.
  1. Ad hoc subcommittees may be appointed by the CAC as the need arises to accomplish specific tasks. The work of the Ad Hoc Committee shall be advisory to the CAC. When creating an Ad Hoc Committee, the CAC shall specify its purpose and term, and shall appoint the number of committee members to serve on the Ad Hoc Committee. The number of members appointed to an Ad Hoc Committees shall be less than the number of members required to constitute a quorum of the full CAC. Upon presentation of its report to the CAC on its findings, each ad hoc subcommittee shall cease to exist. Ad Hoc Committees created pursuant to this rule shall not be subject to the Brown Act.

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2. Standing Committees may be appointed by the CAC as the need arises. The work of a Standing Committee shall be advisory to the CAC. When creating a Standing Committee, the CAC shall amend its bylaws to specify the purpose and the number of committee members who will serve on the Standing Committee. The number of members appointed to a Standing Committee shall be less than the number of members required to constitute a quorum of the full CAC. Standing Committee shall provide regular updates and reports to the CAC on the work they perform. Standing Committees shall conduct their business in a manner consistent with the adopted CAC bylaws. Standing Committees created pursuant to this rule shall be subject to the Brown Act.

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Napa County Agreement No. 210344B

CITY OF AMERICAN CANYON AGREEMENT NO. \_\_\_\_\_

CITY OF CALISTOGA AGREEMENT NO. \_\_\_\_\_

CITY OF NAPA AGREEMENT NO. \_\_\_\_\_

CITY OF ST. HELENA AGREEMENT NO. \_\_\_\_\_

NAPA COUNTY AGREEMENT NO. \_\_\_\_\_

TOWN OF YOUNTVILLE AGREEMENT NO. \_\_\_\_\_

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

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

**RECITALS**

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

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

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

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



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

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

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

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

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

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

### **TERMS**

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

**1. Term of the Agreement.**

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

**2. Designation of Administering Agency.**

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



### 3. **Purpose of Agreement.**

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

### 4. **Administration.**

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

### 5. **Staffing.**

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

### 6. **Legal Counsel.**

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

### 7. **Party's Proportional Cost Reimbursement Obligations.**

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

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

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

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

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

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

## **8. Insurance.**

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

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

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

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

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

**9. Hold Harmless/Defense/Indemnification.**

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

**10. Termination for Cause and Non-Appropriation.**

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

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

**11. No Waiver.**

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**12. Notices.**

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

**NAPA COUNTY**

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

**CITY OF AMERICAN CANYON**

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

**CITY OF CALISTOGA**

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

**CITY OF NAPA**

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

**CITY OF ST. HELENA**

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



## **TOWN OF YOUNTVILLE**

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

### **13. Independent Entities.**

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

### **14. Privileges, Immunities, and other Benefits.**

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

### **15. Interpretation; Venue.**

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

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

### **16. Authority to Contract.**

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

### **17. Conflict of Interest.**

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

**18. Non-Solicitation of Employees.**

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

**19. Third Party Beneficiaries.**

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

**20. Attorney's Fees.**

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

**21. Severability.**

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

**22. Entirety of Contract.**

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

**23. Execution by Counterparts.**

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

**24. Amendments/Modifications.**

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

**25. Cooperation.**

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

**26. Successors.**

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

**27. Compliance with Laws.**

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


**28. Withdrawal.**

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

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

NAPA COUNTY, a political subdivision  
of the State of California

  
\_\_\_\_\_  
ALFREDO PEDROZA, Chair of the  
Board of Supervisors

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

ATTEST: JOSE LUIS VALDEZ  
Clerk of the Board

By:  \_\_\_\_\_

APPROVED AS TO FORM:  
Office of County Counsel

By: Chris R.Y. Apallas  
Deputy

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

\_\_\_\_\_  
Mayor

ATTEST:  
City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Mayor

ATTEST:

City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney



## **EXHIBIT A**

### **Countywide Climate Action Program**

#### Administration, Planning, and Funding

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

### **COUNTYWIDE PROGRAM**

#### **Program Administration**

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

#### **COUNTY Staffing**

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

#### **COUNTY Staff Duties**

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

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

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

#### Countywide Program Structure

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

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

## **EXHIBIT B**

### **ESTIMATED AMOUNT FOR FISCAL YEAR 2021 – 2022**

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

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

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

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

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

## **EXHIBIT C**

### **COST REIMBURSEMENT**

#### **CCAP PROGRAM ADMINISTRATION COSTS**

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

#### **COST-SHARE FOR REMAINING BALANCE**

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

American Canyon: 12.8%

Calistoga: 8.3%

Napa: 29.9%

St. Helena: 8.5%

Yountville: 7.5%

#### **CATEGORY 2 OPTIONAL SERVICES**

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



# Napa County

## Board Agenda Letter

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Climate Action Committee

**Agenda Date:** 3/24/2023

**File ID #:** 23-0495

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**TO:** Napa County Climate Action Committee

**FROM:** David Morrison, Interim County Executive Officer

**REPORT BY:** David Morrison, Interim County Executive Officer

**SUBJECT:** Presentation and Continued Funding of the Napa County Climate Challenge

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### **RECOMMENDATION**

Staff requests that the Climate Action Committee (CAC) receive a presentation from Patrick Jurney, Program Manager with Community Climate Solutions, regarding the Napa County Climate Challenge (<https://napacountyclimatechallenge.org/>), and provide direction to staff whether to continue funding for this effort.

### **EXECUTIVE SUMMARY**

Patrick Jurney, Program Manager with Community Climate Solutions, will make a presentation to the CAC regarding the Napa County Climate Challenge. Staff requests that the CAC recommend to their respective jurisdictions that they continue to fund the website for the 2023/2024 Fiscal Year.

### **ENVIRONMENTAL IMPACT**

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

### **BACKGROUND AND DISCUSSION**

In 2018, Community Climate Solutions (CCS) facilitated a Bay Area Air Quality Management District grant to Gopal Shanker for a one-year subscription to CCS's platform for use by Napa County residents. The CCS program is a website residents can use to explore actions, find local resources, discover their impact and track progress with a carbon and savings calculator. That platform has since evolved into the Napa County Climate Challenge.

At their June 24, 2022 meeting, the CAC received a presentation on the Napa County Climate Challenge website from Community Climate Solutions staff. Staff recommended that the County, as the CAC's administering agency, negotiate and enter into an agreement to fund the Napa County Climate Challenge website for one year, ending June 30, 2023.

The annual cost for the website for fiscal year 2022/2023 is \$9,000 with an optional one-time fee of \$500 and an annual ongoing \$500 fee per jurisdiction to create individual landing pages for each jurisdiction. If the CAC supported continuing funding for the website, it would be included in the Fiscal Year 2023/2024 invoice to each jurisdiction.

Staff requests that the CAC recommend to their respective jurisdictions that they continue to fund the website for the 2023/2024 Fiscal Year.