

Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559



Agenda

Special Meeting (Closed Session) - 8:00 AM

Tuesday, October 5, 2021

9:00 AM

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

Board of Supervisors

Brad Wagenknecht, District 1

Ryan Gregory, District 2

Diane Dillon, District 3

Alfredo Pedroza, District 4

Belia Ramos, District 5

*Minh C. Tran, County Executive Officer
Thomas C. Zeleny, Interim County Counsel
Neha Hoskins, Clerk of the Board*

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 item on the **CONSENT CALENDAR** will be discussed separately at the request of any person. **CONSENT CALENDAR** items are usually approved with a single motion.

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

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

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the Clerk of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays.

Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under the California Government Code.

This is a simultaneous meeting of the Board of Supervisors of Napa County, the Napa County Public Improvement Corporation, the Silverado Community Services District, the Monticello Public Cemetery District, the In-Home Support Services Public Authority of Napa County, the Lake Berryessa Resort Improvement District, the Napa Berryessa Resort Improvement District, the Napa County Housing Authority and the Napa County Groundwater Sustainability Agency. The five District Supervisors also serve as the Board of Directors for each of the aforementioned entities.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the rostrum 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.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

How to Watch or Listen to the Napa County Board of Supervisors Meetings****FACE MASKS MUST BE WORN AT ALL TIMES WHILE IN THE BOARD CHAMBERS.****

The Napa County Board of Supervisors will continue to meet pursuant to the adopted 2021 calendar available at the following link:

www.napa.legistar.com

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Watch on your TV - Napa Valley TV Channel 28 (programming subject to local pre-emption rules and schedules).
2. Listen on your cell phone via Zoom at 1-669-900-6833 then enter Meeting ID 842-343-169 once you have joined the meeting.
3. Watch via the Internet – view the Live Stream
 - a. via Zoom at the following link: <https://www.zoom.us/join> then enter Meeting ID 842-343-169.
 - b. via Granicus by clicking on the following link: http://napa.granicus.com/ViewPublisher.php?view_id=2
4. You may submit public comment for any item that appears on the agenda or general public comment for any item or issue that does not appear on the agenda by emailing your comment to the following email address: publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

Via telephone: please call the Board of Supervisors Public Comment Line at (707) 299-1776.

Please mute all audio devices and do not use the speakerphone to prevent echoing.

Please provide your name and the agenda item on which you are commenting. Calls will be placed on hold and heard in the order received. The above-identified measures comply with all legal requirements for participation and public comment, including those imposed by the Ralph M. Brown Act and Executive Order, as amended by AB 361.

For more information, please call at (707) 253-4421 or email publiccomment@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 following meetings: [21-981](#)

Special Meeting of Tuesday, March 2, 2021;
Special Meeting of Thursday, March 4, 2021; and
Regular Meeting of Tuesday, April 6, 2021.

*(CONTINUED FROM SEPTEMBER 28, 2021)

Attachments: [Special Meeting of Tuesday, March 2, 2021](#)
[Special Meeting of Thursday, March 4, 2021](#)
[Regular Meeting of Tuesday, April 6, 2021](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a proclamation to Napa NEWS declaring October 2021 as Domestic Violence Awareness Month in Napa County. [21-962](#)

Attachments: [Proclamation](#)

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**6. CONSENT ITEMS - SPECIAL DISTRICTS****Monticello Public Cemetery District**

- A. District Manager requests the Board of Trustees approve and authorize the following items for the Chair to sign: [21-877](#)

1. Adoption of a Resolution Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (the “Act” or “UPCCAA”) (Section 22000, et. seq. of the Public Contract Code) and Establishing Uniform Construction Cost Accounting Procedures; and

2. Second reading and adoption of an ordinance to provide informal bidding procedures under the Act.

Attachments: [Resolution](#)
[CUPCCAA Ordinance](#)

- B. District Manager requests approval of a Budget Transfer increasing appropriation by \$50,000 in Landscaping Services with the use of its available fund balance for landscaping and drainage projects. (4/5 vote required) [21-879](#)

Attachments: [MPCD - Cash Flow Analysis](#)

Silverado Community Services District

- C. District Manager requests approval of a Budget Transfer increasing appropriation by \$40,000 in Landscaping Services with the use of its available fund balance in connection with landscape project on Island No. 27, which was destroyed by the 2017 wildfires. (4/5 vote required) [21-676](#)

Attachments: [SCSD - Cash Flow - No-Revenue Months1 - Revenue added](#)

- D. District Manager requests the Board of Directors approve and authorize the following items for the Chair to sign: [21-876](#)

1. Adoption of a Resolution Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (the "Act" or "UPCCAA") (Public Contract Code section 22000, et. seq.) and Establishing Uniform Construction Cost Accounting Procedures; and
2. Second reading and adoption of an ordinance to provide information bidding procedures under the Act.

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

7. CONSENT ITEMS

County Departments

Agricultural Commissioner

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign renewal of Revenue Agreement No. 170410B with the California Department of Food and Agriculture (CDFA) for a maximum of \$998 for the term July 1, 2021 through December 31, 2021 for reimbursement of expenses related to the Light Brown Apple Moth (LBAM) exclusion program. [21-900](#)

County Counsel

- B. County Counsel requests adoption of a resolution approving recommended amendments to the Assessment Appeals Board (AAB) Local Rules regarding the election of the Chair and the addition of a Vice Chair position. [21-955](#)

Attachments: [Resolution](#)

Housing and Homeless Services – Division of CEO's Office

- C. County Executive Officer requests the adoption of a resolution to apply for and accept the 2021 Emergency Solutions Grant (ESG) Non-Competitive Balance of State allocation in an amount not to exceed \$120,000 and Competitive Balance of State allocation in an amount not to exceed \$400,000. [21-872](#)

Attachments: [Resolution](#)

- D. Director of Housing and Homeless Services requests approval of and authorization for the County Executive Officer or designee to sign and submit a Standard Agreement to Apply for funding in the amount of \$449,805 and any subsequent loan documents and agreements with the State of California in connection with the Homeless Housing, Assistance and Prevention Round 3 (HHAP-3) grant program. [21-966](#)

Attachments: [Agreement](#)

Human Resources – Division of CEO's Office

- E. Director of Human Resources and County Executive Officer request adoption of a Resolution amending the Departmental Allocation List for Emergency Services Division of the County Executive Office, by adding one 1.0 FTE Staff Services Analyst I/II, effective October 5, 2021, with a net increase of one full-time equivalent, and a slight impact to the General Fund. [21-965](#)

Attachments: [Resolution](#)

Information Technology Services – Division of CEO's Office

- F. Chief Information Officer requests approval of and authorization for the Chair to sign a Professional Services Agreement with Grobstein Teeple, LLP. for a maximum of \$165,000 for the term October 1, 2021 through October 31, 2024 to continue to assess the County's cybersecurity posture by performing penetration tests against the County's Internet-facing systems. [21-919](#)

Attachments: [Agreement](#)

Probation

- G. Chief Probation Officer requests approval and authorization for the Chair to sign an agreement with Michael Frasier, doing business as Frasier Group Investigations, for an agreement for a maximum of \$37,000, for the term July 1, 2021 through June 30, 2022; the Frasier Group will conduct pre-employment background investigations of prospective employees in the Probation Department. [21-913](#)

Attachments: [Agreement](#)

Sheriff

- H.** Sheriff requests a waiver of competitive bidding requirements and sole source award to Scanna MSC, Inc. of Sarasota, Florida for purchase of a ScanX Scout X-Ray System in the amount of \$28,499 pursuant to County Ordinance Code 2.36.090. [21-896](#)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**9. PUBLIC COMMENT****10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS****11. ADMINISTRATIVE ITEMS****County Departments****12. SET TIME MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS****13. SET MATTERS OR PUBLIC HEARINGS****County Departments****County Executive Office**

- A.** SET MATTER 9:05 A.M. - 30 Minutes [21-956](#)

Presentation by County Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

- B.** SET MATTER 9:30 AM - 15 Minutes [21-632](#)

Presentation by County Fire Chief and discussion regarding measures taken to prepare for the upcoming fire season, for Board direction and possible action.

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

18. CLOSED SESSION**A. 8:00 AM CLOSED SESSION**[21-907](#)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))

Title: Director of Health & Human Services

B. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION[21-904](#)

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

C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)[21-980](#)

Property: 2344 Old Sonoma Road, Napa, California

Agency Negotiator: Steve Lederer, Director of Public Works

Negotiating Parties: Napa County and Napa Community Real Estate Fund, LP

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

19. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, OCTOBER 19, 2021 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, OCTOBER 1, 2021 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

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-981

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the following meetings:

Special Meeting of Tuesday, March 2, 2021;
Special Meeting of Thursday, March 4, 2021; and
Regular Meeting of Tuesday, April 6, 2021.

*(CONTINUED FROM SEPTEMBER 28, 2021)

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 following meetings:

Special Meeting of Tuesday, March 2, 2021;

Special Meeting of Thursday, March 4, 2021; and

Regular Meeting of Tuesday, April 6, 2021.



A Tradition of Stewardship
A Commitment to Service

**MINUTES OF THE
NAPA COUNTY – BOARD OF SUPERVISORS
SPECIAL MEETING**

March 2, 2021

Draft Summary of the Proceedings

1. CALL TO ORDER; ROLL CALL

The Board of Supervisors of the County of Napa met in special session on Tuesday, March 2, 2021 at 9:00 a.m. with the following supervisors present: Chair Alfredo Pedroza, Vice Chair Belia Ramos, Supervisors Diane Dillon, Ryan Gregory, and Brad Wagenknecht. The meeting was called to order by Chair Alfredo Pedroza.

2. PLEDGE OF ALLEGIANCE

Director of Planning, Building, & Environmental Services David Morrison led the pledge of allegiance.

3. APPROVAL OF MINUTES

None.

4. PRESENTATIONS AND COMMENDATIONS

None.

5. DEPARTMENT HEADS REPORTS AND ANNOUNCEMENTS

County Executive Officer Minh C. Tran reported on new Assistant County Executive Officer Rebecca Craig.

6. CONSENT ITEMS - SPECIAL DISTRICTS

None.

13. SET MATTERS OR PUBLIC HEARINGS

- A. 9:00 AM Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

Public Health Officer Dr. Karen Relucio made presentation on updates regarding covid-19.

7. CONSENT ITEMS

Public Safety

- A. Sheriff requests approval of and authorization for the Chair to sign an agreement with the Bureau of Reclamation for a maximum of \$257,054 for the term March 1, 2021 through February 28, 2022 with up to four option years through February 28, 2026 and a three percent annual escalator to provide enhanced law enforcement services throughout federal lands located in Napa County at Lake Berryessa recreation areas.

A-210283B

Community Resources & Infrastructure

- B. Director of Public Works requests approval of plans and specifications for the "Airport Boulevard Road Rehabilitation Project", RDS 20-14, 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.
- C. Director of Public Works requests the following: Approval of and authorization for the Director of Public Works to sign a contract change order to the Communication Tower Abatement project, PW 21-12 construction contract with Sterling Environmental Corporation, Inc. for a maximum not to exceed amount of \$3,879 to respond to unexpected circumstances during construction at the Sugarloaf Communication Tower (4/5 vote required); Board adoption of the findings expanded upon in this Board item; namely that changed conditions exist and public bidding would not produce an advantage and would be inappropriate, impractical, and not in the County's best interest due to the circumstances discussed in this Board item.
- D. Director of Public Works requests adoption of a resolution accepting Airport Road (west of the railroad) and Airport Road - East into the County Maintained Road System.

R-2021-19

General Admin & Finance

- E. Auditor-Controller requests the Board accept, and instruct the Clerk of the Board to file, the report for the property tax administrative fee cost allocation to public entities in Napa County for Fiscal Year 2020-21 for services rendered in Fiscal Year 2019-20 as authorized by Chapter 3.44 of the Napa County Code and Section 95.3 of the Revenue and Taxation Code.
- F. Auditor-Controller requests the Board to accept and instruct the Clerk of the Board to file the quarterly report of donations received for the quarter ended December 31, 2020, including acceptance of donations totaling \$14,966.40 received by the Auditor-Controller on behalf of the Health and Human Services - Children's Trust Fund and the Animal Shelter.
- G. Interim Director of Human Resources and Director of Planning, Building, and Environmental Services request the adoption of a resolution amending the Departmental Allocation List for multiple divisions of the Planning, Building, and Environmental Services Department, as follows, with additions effective March 2, 2021 and deletions effective upon subsequent vacancy, with no net increase in full-time equivalents, and no increase to the County General Fund: Deleting one 1.0 FTE Supervising Planner; Deleting one 1.0 FTE Engineering Technician (Limited Term); Deleting one 1.0 FTE Building Inspector I/II/III (Limited Term); Adding one 1.0 FTE Natural Resources Conservation Manager (MC); Adding one 1.0 FTE Associate Engineer; and Adding one 1.0 FTE Building Inspector I/II/III.

R-2021-20

Motion moved by Ryan Gregory, seconded by Brad Wagenknecht, to approve consent calendar. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None.

9. PUBLIC COMMENT

None.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None.

11. ADMINISTRATIVE ITEMS

Community Resources & Infrastructure

- A. Director of Public Works requests adoption of a resolution approving Amendment No. 5 to Napa County Agreement No. 3265 - Upper Valley Waste Management Agency (UVA) Joint Powers Agreement (JPA).

R-2021-21

Director of Public Works Steven Lederer made presentation.

One (1) person spoke during public comment.

Motion moved by Diane Dillon, seconded by Ryan Gregory, to approve requested action. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

General Admin & Finance

- B. County Executive Officer will provide a report on the pending future agenda items listed below and seek direction from the Board for each item: Micro-winery ordinance; and Commercial cannabis cultivation ordinance.

Deputy County Executive Officer Helene Franchi made presentation.

Nine (9) people spoke during public comment.

Discussion held.

Direction was provided for staff to work on an ordinance and present this item around August or September.

- C. County Executive Officer requests adoption of a resolution amending the Policy Manual to add Section 8L as the Board of Supervisors Governance Handbook and amend Section 8B to include procedures for requesting future agenda items.

R-2021-22

Deputy County Executive Officer Helene Franchi made presentation.

Motion moved by Diane Dillon, seconded by Alfredo Pedroza, to approve requested action. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

12. SET MATTERS OR PUBLIC HEARINGS - SPECIAL DISTRICTS

None.

14. LEGISLATIVE ITEMS

None.

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Brad Wagenknecht reported on attending the Climate Action Committee meeting.

Chair Alfredo Pedroza reported on being made chair of the Metropolitan Transportation Commission.

Supervisor Diane Dillon reported on attending Calistoga Chamber of Commerce Town Hall meeting.

Vice Chair Belia Ramos reported on attending the American Canyon State of The City event.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Vice Chair Belia Ramos requested a discussion on redistricting.

Supervisor Diane Dillon requested the County Executive Office conduct an investigation on the COVID-19 vaccine distribution.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None.

18. CLOSED SESSION

A. 12:00 PM - 1 Hour

CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)

Agency Designated Representatives: Christine Briceno, Interim Director of Human Resources

Employee Organization: SEIU Local 1021 - NAPE (Public Services Employee Unit and Supervisory Unit of the County of Napa)

Closed session held. No reportable action.

19. ADJOURNMENT

**Adjourned to the Board of Supervisors special meeting Thursday,
March 4, 2021 at 3:00 p.m.**

ALFREDO PEDROZA, Chair

ATTEST:

NEHA HOSKINS, Clerk of the Board



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**MINUTES OF THE
NAPA COUNTY – BOARD OF SUPERVISORS
SPECIAL MEETING**

March 4, 2021

Draft Summary of the Proceedings

1. CALL TO ORDER; ROLL CALL

The Board of Supervisors of the County of Napa met in special session on Thursday, March 4, 2021 at 3:00 p.m. with the following supervisors present: Chair Alfredo Pedroza, Vice Chair Belia Ramos, Supervisors Diane Dillon, Ryan Gregory, and Brad Wagenknecht. The meeting was called to order by Chair Alfredo Pedroza.

2. PLEDGE OF ALLEGIANCE

Deputy County Executive Officer Helene Franchi led the assembly in the pledge of allegiance.

3. APPROVAL OF MINUTES

None.

4. PRESENTATIONS AND COMMENDATIONS

None.

5. DEPARTMENT HEADS REPORTS AND ANNOUNCEMENTS

None.

6. CONSENT ITEMS - SPECIAL DISTRICTS

None.

7. CONSENT ITEMS

None.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None.

9. PUBLIC COMMENT

None

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None.

11. ADMINISTRATIVE ITEMS

General Admin & Finance

- A. County Executive Officer will provide a report on the pending future agenda items listed below and seek direction from the Board for each item:

1. Prepare a letter to the California Citizens' Redistricting Commission requesting that the City of American Canyon be included with Napa County rather than using the zip code allocation used in the past; and
2. Discussion and direction to staff regarding a possible investigation into the County's COVID 19 vaccination process.

Deputy County Executive Officer Helene Franchi made presentation.

Registrar of Voters John Tuteur made Presentation.

Three (3) people spoke during public comment

Discussion held.

Direction provided to staff.

Motion moved by supervisor Belia Ramos, seconded by Supervisor Brad Wagenknecht, to direct the County Executive Officers to bring back the redistricting item as a future agenda item to adopt a resolution and draft a letter to submit a letter to the Citizen's Redistricting Commission. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

Motion moved by supervisor Diane Dillon, seconded by Supervisor Ryan Gregory, prepare a report regarding the County's COVID-19 vaccination process from the dates of January 11, 2021 to January 29, 2021. The locations to be investigated are the Expo and South Campus. Lastly, the County Executive Officers will engage with a 3rd

party consultant to investigate. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

12. SET MATTERS OR PUBLIC HEARINGS - SPECIAL DISTRICTS

None.

13. SET MATTERS OR PUBLIC HEARINGS

None.

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

None.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

None.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None.

18. CLOSED SESSION

None.

19. ADJOURNMENT

Adjourned to the Board of Supervisors regular meeting Tuesday, March 16, 2021 at 8:00 A.M.

ALFREDO PEDROZA, Chair

ATTEST:

NEHA HOSKINS, Clerk of the Board



A Tradition of Stewardship
A Commitment to Service

**MINUTES OF THE
NAPA COUNTY – BOARD OF SUPERVISORS MEETING**

April 6, 2021

Draft Summary of the Proceedings

1. CALL TO ORDER; ROLL CALL

The Board of Supervisors of the County of Napa met in regular session on Tuesday, April 6, 2021 at 9:00 a.m. with the following supervisors present: Chair Alfredo Pedroza, Vice Chair Belia Ramos, Supervisors Diane Dillon, Ryan Gregory, and Brad Wagenknecht. The meeting was called to order by Chair Alfredo Pedroza.

2. PLEDGE OF ALLEGIANCE

Fire Chief Geoff Belyea led the assembly in the pledge of allegiance.

3. APPROVAL OF MINUTES

None.

13. SET MATTERS OR PUBLIC HEARINGS

- A. 9:00 AM Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

Dr. Karen Relucio made presentation.

Two (2) people spoke during public comment.

- B. 4:00 PM County Counsel requests consideration and adoption of a Resolution of Findings of Fact and Decision on Appeal regarding appeals filed by Patricia Damery and Paul Rowe and Jeff Atlas to a decision by the Napa County Planning Commission on February 5, 2020 to approve a request from Anthem Winery and Vineyards, c/o Justin H. Arbuckle and Julie A. Arbuckle, in the form of a Use Permit.
(CONTINUED FROM JANUARY 26, 2021)

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Mitigated Negative Declaration. According to the proposed Mitigated Negative Declaration, the proposed Project would not have any potentially significant environmental impacts after implementation of mitigation measures. Mitigation measures are proposed for the following area(s): Biological Resources, Geology and Soils, and Noise. The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

R-2021-34

County Counsel Jeffery M. Brax presented report.

Two (2) people spoke during public comment.

Motion moved by Ryan Gregory, seconded by Brad Wagenknecht, to approve the Resolution of Findings of Fact and Decision on Appeal. Motion passed 4 – 1, with Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes / Diane Dillon voting no.

4. PRESENTATIONS AND COMMENDATIONS

None.

5. DEPARTMENT HEADS REPORTS AND ANNOUNCEMENTS

None.

6. CONSENT ITEMS - SPECIAL DISTRICTS

A. **In-Home Supportive Services (IHSS) Public Authority of Napa County meeting**

- B. Public Authority Manager requests approval of the following actions: Authorization for the Chair to sign an Agreement with the Health Care Employees/Employer Medical & Dental Trust, effective September 1, 2020, in order to provide health insurance benefits to IHSS care providers pursuant to the MOU signed between the Napa County IHSS Public Authority and SEIU Local 2015; and Delegate authority for the Public Authority Manager to sign the annual Health Care Employees/Employer Medical Trust rate renewal notification.

A-210320B (IHSS)

- C. County Executive Officer and Aging and Disability Program Manager request the reappointment of the following applicants to the Napa County In-Home

Supportive Services (IHSS) Advisory Committee with the terms commencing immediately and expiring September 2022: Name Representing Doug Weir Current or Past User of IHSS Marilee Muller Provider of IHSS to Family or Non-Family Member

- D. **Lake Berryessa Resort Improvement District (LBRID) meeting**
- E. District Engineer requests the creation of a capital asset in the amount of \$57,311 for the sole source purchase of proprietary solar powered pond mixing equipment with appurtenances. (4/5 vote required)
- F. **Napa County Housing Authority (NCHA) special meeting**
- G. Auditor-Controller requests the acceptance of the internal audit quarterly monitoring report for the Napa County Housing Authority for the quarter ended September 30, 2020.

Motion moved by Brad Wagenknecht, seconded by Ryan Gregory, to approve special districts consent calendar. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

7. **CONSENT ITEMS**

Law & Justice

- A. District Attorney requests approval of and authorization for the Chair to sign:
Amendment No. 5 to Agreement 170972B with NEWS for the provision of flexible funding assistance, to increase the maximum compensation to the amount of \$119,250 for the term April 6, 2021 through December 31, 2021; and Agreement with Puertas Abiertas for the provision of flexible funding assistance, with a maximum compensation of \$30,000 for the term April 1, 2021 through December 31, 2021.

A-210321B

Public Safety

- B. County Fire Chief requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210168B with Napa Roots Landscaping increasing the amount by \$50,000 for a new maximum of \$100,000 to continue providing abatement services regarding the Fire Hazard Abatement Program.
- C. County Fire Chief request a waiver of competitive bidding requirements and sole source award for repairs to Engine 18 from

Golden State Emergency Vehicle Services, Sacramento, California for an approximate total of \$170,000 pursuant to County Ordinance Code 2.36.090.

- D. Sheriff requests approval of and authorization for the Chair to sign an agreement with American Medical Response for a maximum of \$15,000 for the term April 13, 2021 through June 30, 2021 to provide Sheriff's Office sworn staff with California Police Officer Standards and Training mandated first aid, cardiopulmonary resuscitation and automated external defibrillator training.

A-210322B

Community Resources & Infrastructure

- E. Interim Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign an agreement with Kristin Lowell, Inc. for a maximum of \$5,800 for the term April 6, 2021 through December 31, 2021 for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for Fiscal Year 2021-2022.

A-210323B

- F. Director of Library Services and Community Outreach requests the following: Acceptance of a \$60,000 donation from the Napa County Library Foundation; and Authorization for the Chair to sign a letter of appreciation in acceptance of the donation.
- G. Director of Planning, Building and Environmental Services requests the following actions related to the Bay Area Regional Energy Network (BayREN): Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 200309B with the Association of Bay Area Governments (ABAG) to deliver services related to the BayREN; and Approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 8562 with MCE Clean Energy to provide services related to the Advanced Energy Upgrade Napa Program.
- H. Director of Public Works requests approval of and authorization for the Chair to sign an agreement with GHD for a maximum of \$300,000 per fiscal year for the term April 6, 2021 through June 30, 2021, with an annual fiscal year automatic rollover provision until June 30, 2024, to provide on-call engineering professional services for various local roadway capital improvement projects.

A-210324B

- I. Director of Public Works requests the following actions: Approval of Budget Transfer No. AIR006 increasing appropriations in the Capital Asset account by \$23,506 with an offsetting decrease to the Maintenance- Buildings/Improvements account within the Airport Operations Budget and establishment of a Capital Asset in the amount of \$23,506 for the purchase of a FOD BOSS Triplex Sweeper for the Airport (4/5 vote required); and Authorize a waiver of competitive bidding and sole source award to Myslik, Inc. of Morrison, Colorado for the purchase of one FOD BOSS TFB-24GF Triplex sweeper in the amount of \$23,506 pursuant to Napa County Code Section 2.36.090.
- J. Director of Public Works requests the following actions for two Roads Capital Improvement Projects necessary due to damage sustained during the 2014 Earthquake: Approval of Budget Transfer No. DPW 047 for the following (4/5 vote required): Increase appropriation by \$629,048 in the Accumulated Capital Outlay (ACO) Fund budget (Fund 3000, Sub-Division 3000000) offset by the use of its available fund balance to fund the following: Increase appropriation by \$26,239 in Third Ave mile post marker (MPM) 0.06, RDS 17-32, project budget in the Roads CIP budget (Fund 2040, Sub-Division 2040500, Program R8120) offset by increase in revenue from the transfer from the ACO; and Increase appropriation by \$602,809 in Third Ave MPM 1.75, RDS 17-33, project budget in the Roads CIP budget (Fund 2040, Sub-Division 2040500, Program R8130) offset by increase in revenue from the transfer from the ACO; and Award of the construction contract for the "Third Ave. Culvert (LOP 208) MPM 0.60, RDS 17-32 and Third Ave. Bridge (LOP 209) MPM 1.75, RDS 17-33," to Granite Rock Company of San Jose, California, for their low base bid of \$369,208 and authorization for the Chairman to sign the construction contract.

A-210325B

- K. Director of Public Works requests approval of Budget Transfer No. DPW 048 in the following programs to perform tree trimming, brush cutting and drainage improvements on Silverado Trail ahead of the upcoming asphalt repairs and overlay: (4/5 vote required) Increase appropriations by \$160,000 in the Measure T Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Sub-Division 1220053) to transfer to Programs 20042 and 20043, offset by use of its available fund balance; Increase appropriations by \$50,000 in Roads CIP (Fund 2040, Sub-Division 2040500) Program 20042 budget offset by transfer from Measure T SRF; Increase appropriations by \$110,000 in Roads CIP (Fund 2040, Sub-Division 2040500) Program 20043 budget offset by transfer from Measure T SRF; Increase appropriations by \$75,000 in the SB1 Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Sub-Division 1220052) to

transfer to Program 20044 offset by use of its available fund balance; Increase appropriations by \$75,000 in Roads CIP (Fund 2040, Sub-Division 2040500) Program 20044 budget offset by transfer from SB1 SRF; Increase appropriations by \$235,000 in Roads Operations budget (Fund 2040, Sub-Division 2040000) offset by transfers from Programs 20042, 20043 and 20044.

- L. Director of Public Works requests adoption of a resolution approving the Fiscal Year 2021-2022 list of Senate Bill (SB) 1 streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with SB 1, the Road Repair and Accountability Act of 2017.

R-2021-32

General Admin & Finance

- M. Auditor-Controller requests approval of and authorization for the Chair to sign an agreement with Brown Armstrong Accountancy Corporation, for a maximum of \$76,100 per fiscal year for the auditing services related to fiscal years 2020-21, 2021-22 and 2022-23, with a provision for two automatic annual renewals at the discretion of the Auditor-Controller.

A-210326B

- N. Chief Information Officer requests a revision of the Schedule of Approved Capital Assets in the Adjusted Budget for Fiscal Year 2020-2021 with no change to the total appropriation of \$548,300 to purchase archive storage hardware.
- O. Director of Housing and Homeless Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 200360B with The Salvation Army, increasing the contract maximum by \$200,000 for a total of \$600,000, and extending the term to June 30, 2022 to provide prepared meals for occupants of temporary shelters, respite facilities and alternate care facilities established as part of the COVID-19 emergency response efforts.
- P. Director of Interim Human Resources Director and Director of Health and Human Services Agency request adoption of a resolution amending the Table and Index of Classes by updating the hourly rate of pay for the Work Experience Associate classification, effective April 6, 2021, with no increase to full-time equivalents, and no impact to the County General Fund.

R-2021-33

- Q. County Executive Officer and Risk and Emergency Services Manager request approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170517B with Nixle, LLC for an increase of \$1,802 for a total contract maximum of \$49,360 for the term beginning April 1, 2021 through October 31, 2022 to add an additional Nixle communication portal for the Napa Courts services system.
- R. County Executive Officer requests approval of and authorization for the Chair to sign Amendment No. 6 to Agreement No. 200351B with Emergency Construction Services, Inc., extending the term through June 30, 2021, with no change in the maximum compensation to provider COVID-19 compliant custodial and sanitization services assisting with the prevention and spread of COVID-19.
- S. County Executive Officer requests the following actions: Appoint Tracy Cleveland as the Agricultural Commissioner/Sealer of Weights and Measures as authorized by California Food and Agricultural Code §2122 and California Business and Professions Code §12200; and Authorization for the Chair to sign an employment agreement with Tracy Cleveland to serve as the Agricultural Commissioner/Sealer of Weights and Measures.

A-210327B

Item removed for separate discussion. See item 8.

- T. County Executive Officer requests appointment of William Thomas to the Napa County Winegrape Pest and Disease Control District Board of Directors, representing Napa County Vineyards, with the term of office to commence immediately and expire March 26, 2023.

**Motion moved by Ryan Gregory, seconded by Brad Wagenknecht, to approve consent calendar as presented.
Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.**

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- Item 7S:

Deputy County Executive Officer Helene Franchi presented a report.

Tracy Cleveland made presentation.

One (1) person spoke during public comment.

Motion moved by Brad Wagenknecht, seconded by Ryan Gregory, to approve appointing Tracy Cleveland as the Agricultural Commissioner/Sealer of Weights and Measures. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

9. PUBLIC COMMENT

Two (2) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None.

11. ADMINISTRATIVE ITEMS

General Admin & Finance

- A. Moment of Silence remembering and honoring the 78 Napa County residents, who died of COVID-19 and 3 residents who died from last year's wildfires.
- B. County Executive Officer and Risk and Emergency Services Manager will provide an update on the efforts of disaster service workers during the 2020-2021 disasters, initiatives to expand employee engagement around disaster service work, and a recognition ceremony by the Board of Supervisors attended by Congressman Thompson, Senator Bill Dodd, and Assembly member Aguiar-Curry for Napa County disaster service workers who have supported the County in this unprecedented year.

County Executive Officer Minh C. Tran presented report.

Risk Manager Kerry Whitney made presentation.

Assembly Member Cecilia Aguiar-Curry made presentation.

Senator Bill Dodd made presentation.

Vice Chair Belia Ramos made presentation.

Supervisor Ryan Gregory made presentation.

Chair Alfredo Pedroza made presentation.

Supervisor Brad Wagenknecht made presentation.

Supervisor Diane Dillon made presentation.

County Executive Officer Minh C. Tran made presentation.

Lifetime Achievement Awards given to Public Health Officer Dr. Karen Relucio, Sheriff John Robertson, Risk Manager Kerry Whitney and County Executive Officer Minh C. Tran.

- C. County Executive Officer and Emergency Services Officer will provide an update on the status of the After Action Reports being prepared by Constant Associates, which review the Emergency Operation Center (EOC) operations during the LNU Lightning Complex and Glass Fires.

Emergency Services Officer Leah Greenbaum presented report.

Four (4) people spoke during public comment.

- D. County Fire Chief and a representative from the Napa Communities Firewise Foundation will discuss the following and seek direction: Provide information on the upcoming fire season and present the recently completed Countywide California Wildfire Protection Plan (CWPP) with recommended vegetation management projects; Approval of Budget Transfer No. NCF001 will increase the appropriations in the General Fund Non-Departmental Division (10500) to transfer-out \$1,000,000, releasing a Board assignment of fund balance from the PG&E settlement for fire protection with an offsetting transfer-in to the Fire Protection Division (21000); and increasing appropriations in Fire Protection Division (21000) by \$1,000,000 for Community Grants to provide vegetation management through a contribution to the Napa Community Firewise Foundation; (4/5 Vote Required) Approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210112B with Napa Communities Firewise Foundation increasing the maximum amount of the contract to reflect direction provided in Number 2 above for vegetation management projects; and Discussion of increased appropriations to be included in the Recommended FY 21-22 Fire budget.

Fire Chief Geoff Belyea made presentation.

Napa Communities Firewise Foundation Representative Christopher Thompson presented report.

Eighteen (18) people spoke during public comment.

Discussion held.

Motion moved by Diane Dillon, seconded by Ryan Gregory, to approve the Agreement and Budget Transfer. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

- E. County Fire Chief requests direction on the preparation of an ordinance amending County Code Chapter 8.36 to improve the clarity of the rules and regulations governing the abatement of combustible vegetation and other fire hazards, and improve safety of the public and first responders.

ENVIRONMENTAL DETERMINATION: Napa County has determined the Fire Hazard Abatement Program to be Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15061(b)(2), 15061(b)(3), 15304, 15307, 15308 and 15378.

Fire Chief Geoff Belyea made presentation.

Discussion held.

Two (2) people spoke during public comment.

Motion moved by Diane Dillon, seconded by Ryan Gregory, to approve requested actions. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

- F. Director of Planning, Building and Environmental Services (PBES) requests direction on the preparation of an ordinance to amend the California Building Code as adopted in the Napa County Code (Title 15), to require additional fire-resistive construction methods for residential buildings.

Director of Planning, Building, & Environmental Services David Morrison presented report.

Chief Building Official Mike Zimmer presented report.

One (1) person spoke during public comment.

Direction provided to staff.

Motion moved by Diane Dillon, seconded by Brad Wagenknecht, to approve requested that staff return after their outreach with an ordinance regarding the length of eaves as recommended, protection for small accessories structures in regard to ventilation in the roof vents and the recommendation made regarding decks and balconies. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

- G. Director of Public Works will provide an update and seek possible direction on the proposal from Illumination Technologies California (ITC) to install monopoles at various locations in Napa County to provide commercially viable telecommunications services, an artificial intelligence (AI) driven wild fire protection system, and additional poles for telecommunications services at various underserved locations in remote areas.

Director of Public Works Steven Lederer presented report.

Fire Chief Geoff Belyea presented report.

Eleven (11) people spoke during public comment.

Direction provided to staff to provide another update when available.

- H. Sheriff will provide an update on the Zonehaven emergency management project that will aide first responders to safely evacuate the community during wildfires or other emergencies.

Undersheriff Jon Crawford made a presentation.

- I. Emergency Services Officer and Deputy Director of Health and Human Services Agency - Self Sufficiency Programs request the following actions: Receive a presentation on shelter operations during the 2020 wildfires and an update on partnerships that support the County's sheltering operations during emergencies. Approve and authorize the Chair to sign a Memorandum of Understanding with the California Department of Social Services to host mass care and shelter supplies to support emergency sheltering needs.

A-8622

Emergency Services Officer Leah Greenbaum made presentation.

Motion moved by Belia Ramos, seconded by Brian Wagenknecht, to approve requested actions. Motion passed 5 – 0, with Diane

Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

- J. County Executive Officer and Emergency Services Officer will deliver a presentation on the 2021-2022 Emergency Preparedness Public Outreach and Education Campaign.

Emergency Services Officer Leah Greenbaum made presentation.

- K. County Executive Officer will provide an update on key legislative bills passed related to wildfires since 2017, and bills currently moving through the legislature.

Item removed from the agenda.

- L. County Executive Officer requests discussion and possible action regarding the creation of a Fire Preparedness Ad Hoc Committee and the appointment of two (2) members of the Board of Supervisors to serve on the committee.

Deputy County Executive Officer Helene Franchi presented report.

Discussion held.

Motion moved by Diane Dillon, seconded by Brian Wagenknecht, to approve Alfredo Pedroza and Ryan Gregory as Fire Preparedness Ad Hoc Committee members. Motion passed 5 – 0, with Diane Dillon, Ryan Gregory, Alfredo Pedroza, Belia Ramos, and Brad Wagenknecht voting yes.

12. SET MATTERS OR PUBLIC HEARINGS - SPECIAL DISTRICTS

None.

14. LEGISLATIVE ITEMS

None.

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Chair Alfredo Pedroza reported on Supervisor Wagenknecht assuming the position of Chair of the Climate Action Committee.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Supervisor Ryan Gregory requested the Firewise program to be agendized for discussion at a future meeting.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None.

18. CLOSED SESSION

None.

19. ADJOURNMENT

**Adjourned to the Board of Supervisors special meeting Tuesday,
April 20, 2021, at 9:00 a.m.**

ALFREDO PEDROZA, Chair

ATTEST:

NEHA HOSKINS, Clerk of the Board



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-962

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Leah Doyle-Stevens - BOS Staff Assistant
SUBJECT: Proclamation- Domestic Violence Awareness Month, October 2021

RECOMMENDATION

Presentation of a proclamation to Napa NEWS declaring October 2021 as Domestic Violence Awareness Month in Napa County.

EXECUTIVE SUMMARY

Napa NEWS (Nurturing Empowerment, Worth, Safety) Domestic Violence and Sexual Abuse Services is commemorating 40 years of service to survivors of domestic violence in Napa County. In fiscal year 2019/20, NEWS provided services to over 1,500 members of our Napa County community, including 24-hour response, assistance with protective orders, safety and shelter, permanent housing, financial aid, all for issues related to violence in the home. By observing October as Domestic Violence Awareness Month, we show that our community is committed to supporting survivors and working toward the prevention of domestic violence among future generations.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Presentation of a Proclamation to Napa NEWS declaring October 2021 as Domestic Violence Awareness Month in Napa County. Every day in this community of middle class values, wonderful homes, and families, there is a dark, seldom-discussed reality of domestic violence. This violence creates homes that are filled with fear, children that are lost, and families that are broken.

The community came together to create and support NEWS by opening its first shelter on October 5, 1981. That leadership to prevent domestic violence brings Napa County together, each year, to commemorate the Family Violence Prevention month.

Every year since 1989, the United States Congress has proclaimed October as Domestic Violence Awareness Month, thereby renewing our country's commitment to preventing and ending domestic violence.

Napa NEWS receives over 600 crisis calls per year. A conservative estimate is that three times that number of incidents go unreported, demonstrating that the need for the services of NEWS is critical to the community.



A Tradition of Stewardship
A Commitment to Service

THE BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Domestic Violence Awareness Month – October 2021

WHEREAS, Napa NEWS (Nurturing Empowerment, Worth, Safety) Domestic Violence and Sexual Abuse Services is commemorating 40 years of service to survivors of domestic violence in Napa County, having opened the first confidential safe house on October 5, 1981, and began providing safety to those escaping abuse; and

WHEREAS, every year since 1989, the United States Congress has proclaimed October as Domestic Violence Awareness Month, renewing our Country's commitment to standing against domestic violence and meeting the needs of survivors; and

WHEREAS, domestic violence is a public health concern that impacts the well-being and success of individual community members, as well as the community as a whole. Data from the U.S. Centers for Disease Control and Prevention intimate partner survey show that nearly one in four women, and one in nine men in the U.S. report experiencing severe physical violence from an intimate partner in their lifetime, while nearly half of U.S. adults have experienced psychological aggression such as humiliating or controlling behaviors from their partner; and

WHEREAS, domestic violence can cause severe physical and emotional distress for survivors who are more likely to become suicidal and lose economic opportunities from the abuse. Children who witness abuse are likely to experience abuse themselves, and are often used to control other family members, which can result in lifelong impacts on their mental health. Aside from the obvious physical and emotional trauma inflicted, domestic violence contributes to over 10% of all intentional violent deaths (not including suicide) and costs America over \$8 billion each year; and

WHEREAS, by observing October as Domestic Violence Awareness Month, we show that our community is committed to supporting survivors and working toward the prevention of domestic violence among future generations; and

WHEREAS, in Fiscal Year 2019/20, NEWS provided services to over 1,500 members of our Napa County community, including 24-hour response, assistance with protective orders, safety and shelter, permanent housing, financial aid, support groups and children's services, all for issues related to violence in the home.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Alfredo Pedroza, on behalf of the Board of Supervisors, County of Napa, State of California, do hereby dedicate October 2021 as "Domestic Violence Awareness Month" in Napa County, and I encourage all residents to honor domestic violence survivors and those who serve them during this month and throughout the year.

Alfredo Pedroza, Chair
NAPA COUNTY BOARD OF SUPERVISORS



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-877

TO: Board of Trustees
FROM: Department of Public Works
REPORT BY: Michael Karath, Staff Services Analyst II
SUBJECT: Monticello Public Cemetery District; Adoption of the Uniform Public Construction Cost Accounting Act (the "Act" or "UPCCAA") (Second Reading)

RECOMMENDATION

District Manager requests the Board of Trustees approve and authorize the following items for the Chair to sign:

1. Adoption of a Resolution Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (the "Act" or "UPCCAA") (Section 22000, et. seq. of the Public Contract Code) and Establishing Uniform Construction Cost Accounting Procedures; and
2. Second reading and adoption of an ordinance to provide informal bidding procedures under the Act.

EXECUTIVE SUMMARY

The second reading and adoption of this ordinance and the accompanying resolution is scheduled for today. The Board of Supervisors has previously voted to adopt the UPCCAA for County operations, which allows for simplified, alternative procedures for bidding and awarding public construction projects in certain circumstances. Implementation of UPCCAA for the District is expected to save money and staff resources and will also allow for a greater possibility of local construction firms to be awarded business. Monticello Public Cemetery District staff is requesting the Monticello Public Cemetery District Board of Trustees adopt the proposed ordinance in order for the District to opt into the UPCCAA.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	N/A
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Savings on staff time and efficiency of projects not achieved
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

On September 28, 2021, the Board opened the public hearing, staff made presentation, and the Board moved and introduced the ordinance, read the title, waived reading the balance of the ordinance and declared its intention to adopt the ordinance on October 5, 2021. The ordinance and accompanying resolution is now before the Board for formal adoption.

The District Manager recommends adoption of the Ordinance.

RESOLUTION NO. 2021-xx (MPCD)

**RESOLUTION OF THE MONTICELLO PUBLIC CEMETERY DISTRICT
ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT AND ESTABLISHING
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES**

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for maintenance work and other construction-related work performed or contracted by local public agencies; and

WHEREAS, the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000, *et seq.*) establishes such a uniform cost accounting standard; and

WHEREAS, the California Uniform Construction Code Accounting Commission (“Commission”) established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for maintenance work and construction-related work for public projects; and

WHEREAS, Sections 22003 and 22030 of the Public Contract Code allow public agencies to adopt a resolution electing to utilize the Commission’s policies and procedures when contracting for such construction-related work; and

WHEREAS, after its adoption a copy of this resolution will be forwarded to the Napa County Controller along with a letter notifying the State Controller that the Monticello Public Cemetery District has elected to become subject to the uniform construction cost accounting procedures effective August 17, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Monticello Public Cemetery District Board of Trustees as follows:

1. The Monticello Public Cemetery District hereby elects under Public Contract Code Sections 22003 and 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the Commission’s policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended.
2. The Monticello Public Cemetery District Manager shall coordinate with the Clerk of the District to notify the State Controller forthwith of this election as described in Public Contract Code Section 22030.
3. This resolution shall take effect on October 5, 2021.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the governing board ("Board") of the Monticello Public Cemetery District at a regular meeting of the Board held on the 5th day of October 2021, by the following vote:

AYES: TRUSTEES _____

NOES: TRUSTEES _____

ABSTAIN: TRUSTEES _____

ABSENT: TRUSTEES _____

ALFREDO PEDROZA,
Chair of the Board of Trustees

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>John L. Myers (e-sign)</u></p> <p>Date: <u>August 25, 2021</u></p>	<p>APPROVED BY THE BOARD OF TRUSTEES OF THE MONTICELLO PUBLIC CEMETERY DISTRICT</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Secretary of the District Board</p> <p>By: _____</p>
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MONTICELLO PUBLIC CEMETERY DISTRICT

ORDINANCE NO. _____ (MPCD)

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE
MONTICELLO PUBLIC CEMETERY DISTRICT TO PROVIDE
INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ.
OF THE PUBLIC CONTRACT CODE)**

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes a uniform cost accounting standard and provides for greater contracting powers to be provided to the District Manager; and

WHEREAS, the California Uniform Construction Cost Accounting Commission established under this Uniform Public Contract Cost Accounting Act has developed uniform public construction cost accounting procedures for implementation by local agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Monticello Public Cemetery District (“District”) intends to subject itself to the Uniform Public Construction Cost Accounting Procedures by resolution and desires to now adopt the necessary informal bidding procedures by ordinance.

NOW THEREFORE, the Board of Trustees of the Monticello Public Cemetery District ordains as follows:

SECTION 1. Informal Bidding Procedures.

Public projects, as defined by the Uniform Public Construction Cost Accounting Act and in accordance with the limits listed in Public Contract Code section 22032, as may be amended from time to time, may be let to contract by informal procedures as set forth in Public Contract Code section 22030, *et seq.*

SECTION 2. Lists of Contractors.

The District Manager is authorized to develop and maintain lists of contractors in accordance with the provisions of Public Contract Code section 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (“Commission” for purposes of this ordinance only). Where it is appropriate to provide for pre-qualification, the District Manager may develop and maintain appropriate pre-qualification packets for different levels and/or categories of work.

SECTION 3. Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2 of this ordinance, and/or to all construction trade journals as specified by the Commission in accordance with

Public Contract Code section 22036. Additional contractors and/or construction trade journals may be notified at the discretion of the District Manager, provided however:

A. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

B. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

All notices to contractors and construction trade journals pursuant to this section shall be completed not less than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

SECTION 4. Award of Contracts.

The District Manager is authorized to award informal contracts in the amount not to exceed the amount set forth in Public Contract Code section 22032, subd. (b), as amended from time to time. The Monticello Public Cemetery District Board of Trustees may, by adoption of a resolution by four-fifths vote, award a contract, at the amount set forth in Public Contract Code section 22034, subd. (f), as amended from time to time, to the lowest responsible bidder, if it determines the cost estimate of the District Manager was reasonable. The District Manager is further authorized to award contracts without the necessity of informal bidding pursuant to the amounts and mechanisms set forth under Public Contract Code section 22032, subd. (a), as may be amended from time to time.

SECTION 5. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Monticello Public Cemetery District Board of Trustees hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 6. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 7. A summary of this ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

The foregoing ordinance was introduced and read at a special meeting of the Monticello Public Cemetery District Board of Trustees, held on September 28, 2021 and adopted at a regular meeting of the Monticello Public Cemetery District Board of Trustees, held on the 5th of October, 2021, by the following vote:

AYES:	TRUSTEES	_____
NOES:	TRUSTEES	_____
ABSTAIN:	TRUSTEES	_____
ABSENT:	TRUSTEES	_____

 ALFREDO PEDROZA, Chair
 Monticello Public Cemetery District
 Board of Trustees

APPROVED AS TO FORM Office of District Counsel By: <u>John L. Myers (e-sign)</u> Date: <u>September 15 2021</u>	APPROVED BY THE BOARD OF TRUSTEES OF THE MONTICELLO PUBLIC CEMETERY DISTRICT Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: GREG MORGAN Secretary of the District Board By: _____
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET, ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY for
 NEHA HOSKINS, CLERK OF THE BOARD



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-879

TO: Board of Trustees
FROM: Department of Public Works
REPORT BY: Michael Karath, Staff Services Analyst II
SUBJECT: Monticello Public Cemetery District - Budget Transfer to Fund Landscaping and Drainage Projects

RECOMMENDATION

District Manager requests approval of a Budget Transfer increasing appropriation by \$50,000 in Landscaping Services with the use of its available fund balance for landscaping and drainage projects. (4/5 vote required)

EXECUTIVE SUMMARY

District Manager is requesting a \$50,000 budget transfer from available fund balance to fund landscaping and drainage projects. On June 16, 2021, the MPCD Advisory Committee unanimously recommended to the Board of Trustees the use of funds from the available fund balance for landscaping and drainage projects.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The MPCD available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	If proper drainage is not installed, heavy rains coming off the hill and east and west swales in the colder months will continue to erode the ground along the north fence line. It will also wash off the topsoil and any grass seeds or young sprouted grass planted, leaving an unhealthy and visually unappealing lawn. This project and others are needed to upgrade the cemetery's appearance and maintain a healthy lawn for years to come.
Is the general fund affected?	No

Future fiscal impact:	The available fund balance will be reduced by \$50,000. In future years, the fund balance, which began FY22 at \$130,543, is estimated to be about \$63,000 at its lowest ebb at the end of each October, which annually marks the end of the six-month stretch (May through October) that sees little incoming revenue. Currently, expenses are estimated to be \$16,616 for that same low-revenue four-month period from July through October.
Consequences if not approved:	The cemetery will languish in a state that is inferior than what it should be and may fail to attract those looking for cemetery plots for their loved ones.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Monticello Public Cemetery is located at the bottom of a large hill on a fairly steep slope. The southern fence line runs adjacent to Spanish Flat Loop Road. The cemetery then slopes upward to the northern fence line.

The slope has been a lingering problem for the cemetery since it was relocated in 1956 from its original site in the town of Monticello that was flooded to create Lake Berryessa. In years of heavy rains, the water runs down the hill at an accelerated clip and washes down over the cemetery. On either side of the hill are two swales that channel water at an even higher volume and velocity and run down the sides of the cemetery. This creates a problem with the storm water pushing the cemetery's grass and topsoil from the top of the slope to the bottom, leaving weeds, Bermuda grass, and bare spots dotted by grass-like clumps.

The Monticello Public Cemetery District Advisory Committee has discussed the drainage problem at several meetings, including an on-site meeting on March 17, 2021. The committee unanimously agrees that installing a proper drainage system is the key to maintaining a healthy lawn and improving the overall aesthetic appeal of the cemetery. Staff received recommendations from its contracted landscaper for a permanent solution. The contractor recommended installing a French drain along the northern fence line, catching the water before it washes over the cemetery grounds, then channeling it to a pipe that would run under the road between Block 2 and 3 and out to an extant concrete ditch and away from the cemetery grounds. Since MPCD funds are scarce and drainage is such an integral and critical project for the cemetery, staff will consult with the County's storm water expert and solicit designs from other contractors before moving ahead with construction. Once this drainage problem is addressed, other projects can commence, including blading the entire cemetery to level its surface (for lawn health, re-seeding, and public safety reasons), applying a layer of topsoil, re-seeding the lawn, adding various plantings for proper shade for new grass, and weeding and eventual resurfacing of the roads within the cemetery.

Staff looks to begin the projects in the late fall and early winter assuming rains have softened the soil.

SUPPORTING DOCUMENTS

Cash Flow Chart - FY2021-22

MONTICELLO PUBLIC CEMETERY DISTRICT

CASH FLOW CHART - FY 2021-22 (Cemetery only, Endowment Fund not included)

TOTALS

REVENUE		July	August	September	October	November	December	January	February	March	April	May	June	
41100	Property Taxes-Current Secured	0	0	0	0	3,100	14,939	337	867	1,238	12,136	327	846	33790
	ERAF				1,983								14,651	16634
	Other revenue avg.	885	890	890	890	890	890	890	890	890	890	890	890	10675
	TOTAL													61099

EXPENDITURES		July	August	September	October	November	December	January	February	March	April	May	June	
52115	Property Tax/Assessment Admin										323			
52125	Accounting/Auditing Services	150			150			150			150		150	
52140	Legal Services	300	300	300	300	300	300	300	300	300	300	300	300	
52145	Engineer Services	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	
52210	Burial Services	100	100	100	100	100	100	100	100	100	100	100	100	
52340	Landscaping Services	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	
52490	Other Professional Services													
52505	Maintenance-Buildings/Improvem													
52510	Maintenance-B&I-PW Charges			700										
52600	Rents and Leases - Equipment	214	214	214	214	214	214	214	214	214	214	214	214	
52705	Insurance - Premiums													
52800	Communications/Telephone	5	5	5	5	5	5	5	5	5	5	5	5	
53100	Office Supplies													
53110	Freight/Postage													
53120	Memberships/Certifications													
53205	Utilities - Electric	25	25	25	25	25	25	25	25	25	25	25	25	
53220	Utilities - Water	110	110	110	110	110	110	110	110	110	110	110	110	
53350	Maintenance Supplies													
53400	Minor Equipment/Small Tools													
TOTAL SERVICES AND SUPPLIES		4054	3904	4604	4054	3904	3904	4054	3904	3904	4377	3904	4054	48621

Note: Staff used a conservative approach in this analysis that included actual FY21 revenue and projected FY22 expenditures.

REVENUE

FY21 revenue: \$61,099

Property tax: 33,790 (55% of all revenue) - nearly all received November-April

ERAF: \$16,634 (27% of all revenue - not budgeted, but MPCD has received for past five years; bulk in June)

EXPENDITURES

May-October (shaded cream in chart) 6 mos - little revenue incoming while exp. continue

July-October (shaded cream in chart): no property tax incoming; \$16,616 total exp for these four mos; Fund Balance at its lowest each October;

FUND BALANCE (cemetery only - not including endowment)

July 1, 2021: \$130,543

If FB is \$130,543 on July 1, FB at its lowest is est. at \$63,927 on Oct. 31 after \$50,000 BT and \$16,616 for 4 mos exp. [\$130,543 (FB) - \$16,616 - \$50,000 (BT) = \$63,927]

Conclusion: MPCD will have \$63,927 FB at its lowest point on Oct. 31 after BT and paying 4 mos exp without revenue when property tax revenue resumes in Nov. for next six mos



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-676

TO: Board of Supervisors
FROM: Department of Public Works
REPORT BY: Michael Karath, Staff Services Analyst II
SUBJECT: Silverado Community Services District - Budget Transfer to Refurbish Traffic Island Destroyed by 2017 Wildfires

RECOMMENDATION

District Manager requests approval of a Budget Transfer increasing appropriation by \$40,000 in Landscaping Services with the use of its available fund balance in connection with landscape project on Island No. 27, which was destroyed by the 2017 wildfires. (4/5 vote required)

EXECUTIVE SUMMARY

District Manager is requesting a \$40,000 budget transfer from available fund balance to landscape Island No. 27 that was destroyed in the 2017 wildfires. On April 30, 2021, the SCSD Advisory Committee unanimously recommended to the Board of Directors the use of funds from the available fund balance for these projects.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The SCSD available fund balance.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Island No. 27 was destroyed in the 2017 wildfires and needs to be refurbished. In addition, with the escalating threat of wildfires, there are wildfire fuel mitigation projects that may be needed in the District to reduce the threat.
Is the general fund affected?	No
Future fiscal impact:	The available fund balance after the budget transfer is processed is projected to be \$87,673 at year-end.
Consequences if not approved:	Island No. 27 will remain an eyesore, and wildfire threat to life and property will not be reduced.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The District's Island No. 27 is a large and long landscaping island with a sharp slope in the middle located on Westgate Drive and near the Westgate-Atlas Peak Road intersection. In 2017, the wildfires destroyed the vegetation and damaged the irrigation system on the island. The SCSD Advisory Committee delayed refurbishing the island until 2021 because a number of homeowners near the island have been rebuilding their damaged homes. Until recently, there was heavy construction in the area. Now that many of the home repairs and rebuilds are nearing completion, the Committee has decided to move forward and refurbish the island.

The Committee requested staff contract with a landscape designer for Island No. 27 because of the island's size and high visibility in the District. In 2020, staff sought quotes from landscape designers and the Committee chose Ian Hall Landscape Design. In January 2021, the Committee approved the design presented to them by Ian Hall, owner of the landscape design firm.

On March 16, 2021, the Board of Directors approved a \$40,000 budget transfer for two projects: 1) Wildfire fuel mitigation for Islands No. 24 and No. 25; and 2) rebuilding and refurbishment of Island No. 27.

On April 30, 2021, the SCSD Advisory Committee recommended that staff begin and complete work on Islands No. 24 and No. 25 before beginning work on Island No. 27, as high temperatures and winds increased concerns of wildfires, creating an urgency to mitigate the wildfire fuel on the two islands. At the Silverado Property Owners Association (SPOA) meeting later that day on April 30, 2021, the members voted to set aside \$45,000 in SPOA funds toward the two islands wildfire mitigation project, as the estimated cost for the entire project was \$80,000 to \$100,000. Staff then conducted outreach and held several on-site meetings with CalFIRE and Upper Westgate neighbors to reach consensus on the scope of the project.

At the July 23, 2021, SCSD Advisory Committee meeting, members unanimously recommended the \$40,000 be re-appropriated from the SCSD available fund balance for the refurbishment of Island No. 27. The landscape designer estimated the cost of implementing his design at about \$80,000. A scaled-down version requested by the committee is estimated to be about \$40,000.

Staff is requesting a \$40,000 budget transfer from available fund balance to the landscape services account to find a suitable landscape contractor to execute the design for Island No. 27.

SUPPORTING DOCUMENTS

Cash Flow Chart - FY2021-22

SILVERADO COMMUNITY SERVICES DISTRICT

CASH FLOW CHART - FY 2021-22

YEARLY TOTALS

REVENUE		July	August	September	October	November	December	January	February	March	April	May	June	
41900	Other Taxes (Special Assessments)	0	0	0	0	24,998	74,981	1,567	9,679	7,820	49,944	491	14,944	\$184,424
45100	Interest	422			422			422			422			1,688
44400	Penalties & Costs on Del Taxes	133			133			133			133			530
TOTAL														\$186,642
EXPENDITURES		July	August	September	October	November	December	January	February	March	April	May	June	
52100	Administration Services - NBS	960			960			960			960			
52115	Property Tax/Assessment Admin				600									
52125	Accounting/Auditing Services	300			300			600			350			
52140	Legal Services	500			500			500			500			
52145	Engineer Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	
52340	Landscaping Services	6,694	6,694	6,694	6,694	6,694	6,694	6,694	6,694	6,694	6,694	6,694	6,694	
52350	Street Sweeping Services	806	806	806	806	806	806	806	806	806	806	806	806	
52500	Maintenance-Equipment													
52505	Maintenance-Buildings/Improvem													
52510	Maintenance-B&I-PW Charges													
52700	Insurance - Liability	1,124												
52800	Communications/Telephone	6	6	6	6	6	6	6	6	6	6	6	6	
52905	Business Travel/Mileage													
52906	Fleet Charges													
53100	Office Supplies	20	20	20	20	20	20	20	20	20	20	20	20	
53110	Freight/Postage													
53205	Utilities - Electric	2,154	2,154	2,154	2,154	2,154	2,154	2,154	2,154	2,154	2,154	2,154	2,154	
53220	Utilities - Water	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	
53350	Maintenance Supplies - Mutt Mitts													
TOTAL SERVICES AND SUPPLIES		16647	13763	13763	16123	13763	13763	15823	13763	13763	15573	13763	13763	\$174,270

Note: Staff used a conservative approach in this analysis that included actual FY21 revenue and projected FY22 expenditures.

REVENUE

FY21 revenue: \$186,642

Property tax: \$184,424 (99% of all revenue) - nearly all received November-April

EXPENDITURES

May-October (shaded blue in chart) 6 mos - little revenue incoming while exp. continue

July-October (shaded blue in chart): 4 mos - no property tax incoming while 4 mos exp totaling \$60,296 must be paid; Fund Balance at its lowest on Oct. 31 each FY; Revenue resumes Nov. 1

FUND BALANCE

July 1, 2021: \$175,685

If FB is \$175,685 on July 1, FB at its lowest is est. at \$75,389 on Oct. 31 after \$40,000 BT and \$60,296 for 4 mos exp. [\$175,685 (FB) - \$60,296 (July-Oct exps) - \$40,000 (BT for project) = \$75,389]

Conclusion: SCSD will have \$75,389 FB at its lowest point on Oct. 31 after BT and paying 4 mos exp without revenue when property tax revenue resumes in Nov. for next six mos



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-876

TO: Board of Directors
FROM: Steven Lederer, District Manager
REPORT BY: Michael Karath, Staff Services Analyst II
SUBJECT: Silverado Community Services District; Adoption of Uniform Public Construction Cost Accounting Act (UPCCAA) (Second Reading)

RECOMMENDATION

District Manager requests the Board of Directors approve and authorize the following items for the Chair to sign:

1. Adoption of a Resolution Electing to Become Subject to the Uniform Public Construction Cost Accounting Act (the "Act" or "UPCCAA") (Public Contract Code section 22000, et. seq.) and Establishing Uniform Construction Cost Accounting Procedures; and
2. Second reading and adoption of an ordinance to provide information bidding procedures under the Act.

EXECUTIVE SUMMARY

The second reading and adoption of this ordinance is scheduled for today, along with the corresponding Resolution. The Silverado Community Services District's Board of Directors has previously conducted a first reading and intention to adopt the ordinance to adopt the UPCCAA, which allows for simplified, alternative procedures for bidding and awarding public construction projects in certain circumstances.

Implementation of UPCCAA is expected to save the District money and staff resources and will also allow for a greater possibility of local construction firms to be awarded business. Staff is requesting the District Board of Directors adopt the proposed ordinance and resolution in order for the District to opt into the UPCCAA.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Implementation of UPCCAA is expected to save money and staff resources, and will also allow for a greater possibility of local construction firms to be awarded business.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Savings on staff time and efficiency of projects not achieved
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

On September 28, 2021, the Board opened the public hearing, staff made a presentation and the Board moved and introduced the ordinance, read the title, waived reading the balance of the ordinance and declared its intention to adopt the ordinance on October 5, 2021. The ordinance is now before the Board for formal adoption.

The District Manager recommends adoption of the Ordinance.

SUPPORTING DOCUMENTS

Ordinance

SILVERADO COMMUNITY SERVICES DISTRICT

ORDINANCE NO. _____ (SCSD)

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
SILVERADO COMMUNITY SERVICES DISTRICT TO PROVIDE
INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT (SECTION 22000, ET SEQ.
OF THE PUBLIC CONTRACT CODE)**

WHEREAS, Public Contract Code section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes a uniform cost accounting standard and provides for greater contracting powers to be provided to the District Manager; and

WHEREAS, the California Uniform Construction Cost Accounting Commission established under this Uniform Public Contract Cost Accounting Act has developed uniform public construction cost accounting procedures for implementation by local agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Silverado Community Services District (“District”) intends to subject itself to the Uniform Public Construction Cost Accounting Procedures by resolution and desires to now adopt the necessary informal bidding procedures by ordinance.

NOW THEREFORE, the Board of Directors of the Silverado Community Services District, ordains as follows:

SECTION 1. Informal Bidding Procedures.

Public projects, as defined by the Uniform Public Construction Cost Accounting Act and in accordance with the limits listed in Public Contract Code section 22032, as may be amended from time to time, may be let to contract by informal procedures as set forth in Public Contract Code section 22030, et seq.

SECTION 2. Lists of Contractors.

The District Manager is authorized to develop and maintain lists of contractors in accordance with the provisions of Public Contract Code section 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission (“Commission” for purposes of this ordinance only). Where it is appropriate to provide for pre-qualification, the District Manager may develop and maintain appropriate pre-qualification packets for different levels and/or categories of work.

SECTION 3. Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this ordinance, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2 of this ordinance, and/or to all construction trade journals as specified by the Commission in accordance with

Public Contract Cod section 22036. Additional contractors and/or construction trade journals may be notified at the discretion of the District Manager, provided however:

A. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

B. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

All notices to contractors and construction trade journals pursuant to this section shall be completed not less than ten calendar days before bids are due. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

SECTION 4. Award of Contracts.

The District Manager is authorized to award informal contracts in the amount not to exceed the amount set forth in Public Contract Code section 22032, subd. (b), as amended from time to time. The Silverado Community Services District Board of Directors may, by adoption of a resolution by four-fifths vote, award a contract, at the amount set forth in Public Contract Code section 22034, subd. (f), as amended from time to time, to the lowest responsible bidder, if it determines the cost estimate of the District Manager was reasonable. The District Manager is further authorized to award contracts without the necessity of informal bidding pursuant to the amounts and mechanisms set forth under Public Contract Code section 22032, subd. (a), as may be amended from time to time.

SECTION 5. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Silverado Community Services District Board of Directors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

SECTION 6. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 7. A summary of this ordinance shall be published at least once 5 days before adoption and at least once before the expiration of 15 days after its passage in the Napa Valley Register, a newspaper of general circulation published in the County of Napa, together with the names of members voting for and against the same.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

The foregoing ordinance was introduced and read at a special meeting of the Silverado Community Services District Board of Directors, held on September 28, 2021, and adopted at a regular meeting of the Silverado Community Services District Board of Directors, held on the 5th of October 2021, by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

ALFREDO PEDROZA
Chair of the Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u></p> <p>Date: May 21, 2021</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE SILVERADO COMMUNITY SERVICES DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Secretary of the District Board</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET, ROOM 310, NAPA, CALIFORNIA ON _____.

_____, CLERK OF THE BOARD

RESOLUTION NO. 2021-__ (SCSD)

**RESOLUTION OF THE SILVERADO COMMUNITY SERVICE DISTRICT
ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT AND ESTABLISHING
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES**

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.,) establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, after its adoption a copy of this resolution will be forwarded to the Controller along with a letter notifying the State Controller that the Silverado Community Service District has elected to become subject to the uniform construction cost accounting procedures effective October 5, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Silverado Community Services District Board of Directors that the Silverado Community Services District hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Clerk of the District to notify the State Controller forthwith of this election. This resolution shall take effect on October 5, 2021.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the governing board ("Board") of the Silverado Community Services District at a regular meeting of the Board held on the 5th day of October 2021, by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

ALFREDO PEDROZA,
Chair of the Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley (e-sign)</u></p> <p>Date: <u>July 9, 2021</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE SILVERADO COMMUNITY SERVICES DISTRICT</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Secretary of the District Board</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-900

TO: Board of Supervisors

FROM: Toosdi Malito for Tracy Cleveland - Agricultural Commissioner

REPORT BY: Jaspreet Faller, Staff Services Analyst II - 253-4973

SUBJECT: Renewal of Revenue Agreement with California Department of Food & Agriculture

RECOMMENDATION

Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign renewal of Revenue Agreement No. 170410B with the California Department of Food and Agriculture (CDFA) for a maximum of \$998 for the term July 1, 2021 through December 31, 2021 for reimbursement of expenses related to the Light Brown Apple Moth (LBAM) exclusion program.

EXECUTIVE SUMMARY

Approval of the requested action will renew the County's revenue agreement with CDFA for reimbursement of expenditures related to the Light Brown Apple Moth (LBAM) exclusion program. Activities consist of implementing Federal Domestic Quarantine Order for *Ephiphys postvittana* (Light Brown Apple Moth) DA-2016-28; including inspections of nursery facilities and records from July 1, 2021 through December 31, 2021.

This agreement is being brought to the BOS as all State revenue agreements, regardless of dollar amount require BOS approval.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner
Is it Mandatory or Discretionary?	Mandatory

Board of Supervisors	Agenda Date: 10/5/2021	File ID #: 21-900
Discretionary Justification:	Click or tap here to enter text.	
Is the general fund affected?	Yes	
Future fiscal impact:	There is no future fiscal impact past the stated ending date of December 31, 2021.	
Consequences if not approved:	If this agreement is not approved, the department will not be reimbursed for performing State mandated activities.	
County Strategic Plan pillar addressed:	Effective and Open Government	
Additional Information	Click or tap here to enter text.	

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Agreement No. 170401B provides for reimbursement to the County for State mandated LBAM inspections. These inspections allow Napa County the ability to control the movement of interstate commerce of any plant, plant part, or article, if the Secretary of CDFA determines that the prohibition or a restriction is necessary to prevent the dissemination of a plant pest within the United States.

LBAM has been detected in 12 California counties, including Napa, where the first moth was discovered in May 2007 at which point Napa initiated a trapping program. LBAM is native to Australia and has the potential to cause significant damage to natural areas, urban settings, backyard gardens, and agriculture. Hosts include many trees and ornamental species, and nursery products are particularly important to monitor because many are LBAM hosts that are shipped throughout the State. Several years ago, winegrapes were placed on the list of exempted commodities and funding from the State was reduced to only include inspections of nurseries within Napa County. With the current contract, the Agricultural Commissioner's office inspects two production nurseries that supply to retail nurseries to ensure the pest is not present in any host materials being shipped out of the County.

This agreement is coming late to the BOS due to delays in Federal funding.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-955

TO: Board of Supervisors
FROM: Thomas C. Zeleny - Interim County Counsel
REPORT BY: Jason Dooley - Deputy County Counsel
SUBJECT: Amending Assessment Appeals Board Local Rules for Election of Chair and Vice Chair Positions

RECOMMENDATION

County Counsel requests adoption of a resolution approving recommended amendments to the Assessment Appeals Board (AAB) Local Rules regarding the election of the Chair and the addition of a Vice Chair position.

EXECUTIVE SUMMARY

In February 2018, Napa County Board of Supervisors established the Assessment Appeals Board ("AAB") to hear and adjudicate property tax assessment appeals. In April 2018, this Board adopted local rules for the AAB, pursuant to Article XIII, section 16 of the California Constitution. At their meeting of April 1, 2021, the AAB discussed having a different method to elect the Chair than the current method of appointment by the incoming Board of Supervisors Chair and to add the position of Vice Chair as part of a succession plan. The AAB approved the recommended changes at their meeting of September 9, 2021 to be presented to the Board of Supervisors for approval.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

AAB Local Rule No. 15(A) provides that the Chair of the AAB is appointed by the incoming Chair of the Board of Supervisors (BOS) for the calendar year, with the process being repeated each year. The BOS Chair may choose to reappoint the current Chair for the following year, which has happened each year since the creation of the AAB. While reappointment of the Chair provides a level of consistency, it may prevent the opportunity for other AAB members to serve as Chair. Further, since the Local Rules also provide that the Chair is always a voting member of the AAB, the reappointment of the Chair results in the Chair being removed from the rotation of alternate members.

Additionally, Local Rule 15(A) provides that if the Chair is absent, the AAB will elect a Chair pro tem at the beginning of the meeting. One of the alternate members would fill in either as the Chair pro tem or as a voting member replacing the Chair pro tem. Another option to achieve this end would be to elect a Vice Chair, who would step in to run the meetings in the Chair's absence, without the need to elect a Chair pro tem.

At their meeting of April 1, 2021, the Assessment Appeals Board discussed changing how the Chair is elected, as well as adding a Vice Chair position as part of a succession plan. On September 9, 2021, after consultation between the current Chair and County Counsel, the AAB determined it would be most practical for the AAB to elect the Chair and Vice Chair among themselves on an annual basis. The AAB expressed an interest in implementing a rotation system, with each position on the AAB getting an opportunity to perform the duties of the Chair and Vice Chair, however, this rotation system need not be formally adopted in the Local AAB Rules. The AAB approved the recommended changes, to be presented to the Board of Supervisors for approval.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING THE LOCAL RULES FOR THE
NAPA COUNTY ASSESSMENT APPEALS BOARD TO PROVIDE FOR
THE ELECTION OF THE CHAIR AND CREATION OF THE VICE
CHAIR POSITION.**

WHEREAS, on February 27, 2018, the Napa County Board of Supervisors established an Assessment Appeals Board (“AAB”) pursuant to Article XIII Section 16 of the California Constitution; and

WHEREAS, on April 24, 2018, the Board adopted Resolution No. 2018-48, which established local rules and procedures governing assessment appeals heard by the AAB, pursuant to Article XIII Section 16 of the California Constitution; and

WHEREAS, there is a need to amend the local AAB rules to provide for the election of a chair from among its members and to create a vice chair position to preside over meetings in the chair’s absence; and

WHEREAS, on September 9, 2021, the AAB considered the proposed amendment to the AAB rules and unanimously supported the recommendation that the Board adopt the proposed amendment to Rule 15 of the Local AAB Rules.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Napa County Board of Supervisors adopts the amended Rule 15 of the Local AAB Rules, attached hereto as Exhibit “A,” which replaces the previous Rule 15 of the Local AAB Rules.
2. This Resolution shall become effective upon adoption.

[Rest of Page Intentionally Left Blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at regular meeting of the Board held on the _____ day of October, 2021, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____

ALFREDO PEDROZA, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>September 29, 2021</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

Local AAB Rule 15

Rule No. 15. SELECTION OF BOARD CHAIR AND PANEL, QUORUM AND VOTE REQUIRED.

Reference Revenue and Taxation Code Sections 1601, 1620, 1622.1, 1622.5, 1622.6.

A. The Chair and Vice Chair of the Board shall be selected by a majority vote of the Board at the first meeting in any calendar year. The Chair shall preside over meetings and hearings and shall exercise such control over the hearings as is reasonable and necessary and shall make all rulings regarding procedural matters and regarding the admission or exclusion of evidence. Except where not legally applicable to the Board in determining and exercising the Functions and Jurisdiction under Rule 2, motions shall be conducted in accordance with the Roberts Rules of Order, Ninth Edition. The Chair may consult with the Board Counsel at any time. In the Chair's absence, the Vice Chair shall preside over the meeting and will have all the powers and duties of the Chair.

In addition to all powers and duties expressed or implied by law, the Chair will: (1) have general direction of the meeting room and assign seats for use by members; (2) preserve order and decorum; prevent demonstrations; (3) assure that attendance of the public at meetings is limited to that number which can be accommodated by the seating facilities regularly maintained therein, and ask standees to leave when room capacity exceeds that number set by the Fire Marshal; (4) recess the meeting if deemed necessary due to disturbance; (5) remove from the meeting room any person who commits: disorderly, contemptuous or insolent behavior toward the Board or any member of the public or staff, tending to interrupt the due and orderly course of the meeting; a breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of the meeting; disobedience of any lawful order of the Chair which including an order to be seated or to refrain from addressing the Board; or any other unlawful interference with the due and orderly course of the meeting; and (6) prohibit or permit the distribution of literature, of whatever nature or kind, in the meeting room.

B. A panel of three members of the Board shall attend each meeting of the Board. The panel shall consist of the Chair and two other members selected by the Clerk. The remaining two members of the Board shall attend each meeting as an alternate member. Should the Vice Chair be designated by the Clerk as an alternate member at any meeting at which the Chair is absent, the Vice Chair shall become a voting member of the Board in addition to acting in the capacity as the Chair. If a member of the panel cannot attend a meeting, or is disqualified due to a conflict of interest described under Rule 12, herein, an alternate shall act in the absent or disqualified member's place.

C. A quorum of the Board shall consist of a majority of the three-member panel selected by the Clerk for a meeting. No hearing before the Board shall be held unless a quorum is present. Except as otherwise provided, no decision, determination or order shall be made by the Board by less than a majority vote of all the members of the panel, excluding alternates, who have been in attendance throughout the hearing, unless the parties stipulate to the rehabilitation of a member under section E of this Rule. If a member of the panel is absent from the deliberations, an alternate who was in attendance throughout the hearing shall act in the absent member's place.

D. If either party so demands, a hearing must be held before a full, three-member panel. In the event that only a quorum is present and the applicant demands a hearing before the full panel, the Board may request that the applicant extend the two-year period provided in section 1604 of the Revenue and Taxation Code if the demand precludes the matter from being heard and decided before the expiration of the two-year period. If the applicant does not extend the two-year period as requested, the Board may deny the applicant's demand for a hearing before a full panel.

E. If a hearing takes place before a panel consisting of an even number of members and they are unable to reach a majority decision, the application shall be reheard before the full three-member panel. In any case wherein the hearing takes place before less than the full three-member panel, the parties may stipulate that the absent member may read or otherwise become familiar with the record and participate in the vote on the decision.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-872

TO: Board of Supervisors
FROM: Minh Tran - County Executive Officer
REPORT BY: Jennifer Palmer - Director of Housing & Homeless Services
SUBJECT: Adoption of resolution for 2021 Emergency Solutions Grants (ESG)

RECOMMENDATION

County Executive Officer requests the adoption of a resolution to apply for and accept the 2021 Emergency Solutions Grant (ESG) Non-Competitive Balance of State allocation in an amount not to exceed \$120,000 and Competitive Balance of State allocation in an amount not to exceed \$400,000.

EXECUTIVE SUMMARY

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant (ESG) program with funding received from the U.S. Department of Housing and Urban Development (HUD). A resolution is required by HCD in order for Napa County to apply for funds from this grant program. The County Executive Office Housing & Homeless Services Division plans to apply for a maximum of \$520,000, pursuant to the proposed Resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	CEO - Housing & Homeless Services Division
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action is discretionary in that there is no mandate to accept the U.S. Department of Housing and Urban Development (HUD) funding to support Napa County's Emergency Solutions Grant (ESG) program. Approval will provide the County with grant funding to support Napa County's homelessness services, including housing services and shelter services.

Is the general fund affected?	No
Future fiscal impact:	Program funds, if awarded, will be available for use across FY 2021-22 and FY 2022-23.
Consequences if not approved:	If permission to apply is not approved, the Department would not be able to provide ongoing grant funded services to Napa County residents.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant (ESG) program with funding received from the U.S. Department of Housing and Urban Development (HUD). This program provides funding for the following purposes:

1. A maximum of 10% of the funds provided under this agreement may be used for Street Outreach, Homeless Prevention and/or Homeless Management Information Systems (HMIS) activities;
2. Engage homeless individuals and families living on the street;
3. Improve the number and quality of emergency shelters for homeless individuals and families;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families and individuals from becoming homeless.

On August 17, 2021, HCD released a Notice of Funding Availability (NOFA) for the state-administered Emergency Solutions Grant (ESG) Program, Balance of State (BoS) Allocation. The ESG BoS NOFA sets forth the process and requirements for submitting applications for ESG funds, with all applications and all required documentation due to HCD no later than Tuesday, October 19, 2021.

The County of Napa has applied for and received Emergency Solutions Grant funding by HCD annually since 2016. The purpose of the ESG program is to help individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. HCD provides ESG funds by formula to states, metropolitan cities, urban counties and U.S. territories to support homelessness prevention, emergency shelter and related services.

The ESG program, coupled with other funding, supports initiatives providing homelessness prevention, street outreach and housing subsidies using the Coordinated Entry system.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE ESG PROGRAM, BALANCE OF STATE ALLOCATION NOFA.

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) for the Balance of State Allocation dated August 17, 2021 under the Emergency Solutions Grants (ESG) Program (“Program,” or “ESG Program”); and

WHEREAS, Napa County is an approved State ESG Administrative Entity; and

WHEREAS, the Department may approve funding allocations for the ESG Program, subject to terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. Napa County is hereby authorized and directed to receive ESG grant funding, in an amount not to exceed \$520,000 in accordance with applicable rules and laws.
2. The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. Napa County acknowledges compliance with all state and federal public participation requirements in the development of its applications.
3. If Napa County receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG program, as well as any and all other contracts Napa County may have with the department.
4. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

5. Napa County hereby authorizes and directs the Napa County Executive Officer or designee, to enter into, execute and all applications and act on the County's behalf in all matters pertaining to all such applications.
6. If an application is approved, the Napa County Executive Officer or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.
7. If an application is approved, the Napa County Executive Officer or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

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 5th day of October, 2021 by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

By: _____
ALFREDO PEDROZA, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian</p> <p>Date: 9/28/21</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-966

TO: Board of Supervisors
FROM: County Executive Officer, Minh Tran
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Homeless Housing, Assistance, and Prevention (HHAP) Grant Funds

RECOMMENDATION

Director of Housing and Homeless Services requests approval of and authorization for the County Executive Officer or designee to sign and submit a Standard Agreement to Apply for funding in the amount of \$449,805 and any subsequent loan documents and agreements with the State of California in connection with the Homeless Housing, Assistance and Prevention Round 3 (HHAP-3) grant program.

EXECUTIVE SUMMARY

The Homeless Coordinating and Financing Council (HCFC) is a department of the California Business, Consumer Services and Housing Agency that was established in 2017 to oversee the implementation of "Housing First" policies, guidelines, and regulations. "Housing First" is an approach to quickly connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, in order to reduce the prevalence and duration of homelessness in California.

HCFC has made available three rounds of grant funding for the Homeless Housing, Assistance and Prevention (HHAP) program. HHAP Round 1 is a \$650 million grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. HHAP Round 2 is a \$300 million grant that provides support to local jurisdictions to continue to build on regional collaboration developed through previous rounds of HCFC funding and to develop a unified regional response to homelessness. HHAP Round 3 (HHAP-3) is a \$1 billion grant that provides local jurisdictions, including federally recognized tribal governments, with flexible funding to continue efforts to end and prevent homelessness in their communities.

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit a Standard Agreement to Apply no later than October 15, 2021. For any eligible applicant who does

not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction. Upon receipt of the Standard Agreement to Apply, HCFC will disburse an initial 20% of the allocated funds for specific activities and uses in support of a final application for the balance of funds no later than June 30, 2022.

Today's proposed action would authorize and direct the Director of Housing & Homeless Services to submit a Standard Agreement to Apply on behalf of Napa County. The allocation of HHAP-3 funds available to the County will meet urgent and emerging needs by providing otherwise unavailable funds to develop new, dedicated programs for youth homelessness prevention, permanent supportive housing and/or rapid resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate to accept HHAP-3 funds. Napa County has been allocated these flexible funds to assist the community with addressing needs of the homeless population.
Is the general fund affected?	No
Future fiscal impact:	Funds will likely be expended through Fiscal Year 2023-24
Consequences if not approved:	If this item is not approved, Napa County will not receive State allocated funding under HHAP for homeless services.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Homeless Coordinating and Financing Council (HCFC) has made available three rounds of grant funding for the Homeless Housing, Assistance and Prevention (HHAP) program. HHAP Round 1 is a \$650 million grant that provides local jurisdictions with funds to support regional coordination and expand or develop local capacity to address their immediate homelessness challenges. HHAP Round 2 is a \$300 million grant that provides support to local jurisdictions to continue to build on regional collaboration developed through previous rounds of HCFC funding and to develop a unified regional response to homelessness. HHAP Round 3 is a \$1 billion grant that provides local jurisdictions, including federally recognized tribal governments, with flexible funding to continue efforts to end and prevent homelessness in their communities.

Napa County applied for and received \$851,410 in HHAP-1 funding, which was allocated to the Shelter Capital

Improvement Project and Rapid Re-Housing Assistance, and \$410,645 in HHAP-2 funding, which is allocated to rental assistance, incentives, case management, tenancy care support and other costs to support transition of clients to permanent housing.

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit a Standard Agreement to Apply no later than 5:00pm on October 15, 2021. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction. Upon receipt of the Standard Agreement to Apply, HCFC will disburse an initial 20% of the allocated funds for any of the following specific activities and uses in support of a final application for the balance of funds no later than June 30, 2022.

Eligible uses with priority for initial funds, above the costs of completing the application, shall be for systems improvement, including, but not limited to, all of the following:

- (A) Capacity building and workforce development for the jurisdiction's administering staff and providers, including technical assistance to culturally specific providers.
- (B) Funding existing evidence-based programs serving people experiencing homelessness.
- (C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.
- (D) Improving homeless point-in-time counts.
- (E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system." Health and Safety § 50220.7(a)(5).

In addition, all jurisdictions must update their existing Homeless Response Plans, and base applications for the remaining 80% allocation on identified gaps and needs as outlined in the updated plan.

Eligible applicants for HHAP funding include the 44 Continuums of Care (CoC's), 58 Counties, and 13 largest cities with populations greater than 300,000 (as of January 1, 2019) in the State. Individuals, cities not identified as one of the 13 largest cities, and nonprofit organizations are not eligible to apply directly.

Counties must return a signed Standard Agreement to Apply no later October 15, 2021 to qualify for an initial allocation. The draft Standard Agreement to Apply (a standard form) that Napa County would submit to HCFC if this approval is granted is attached to this report. A further application is due no later than June 30, 2022 to qualify for the balance of the funds.

Local HHAP-3 Grant Allocations

The Napa City & County Continuum of Care Allocation is \$498,935.

The Napa County Allocation is \$449,805.

The City of Napa will apply for the Napa City & County Continuum of Care Allocation, with the intention to utilize funds over three years to build capacity for outreach services under contract with the City of Napa; this will follow the close-out of Whole Person Care-funded outreach as of December 31, 2021.



Homeless Housing, Assistance, and Prevention Program Round 3 (HHAP-3) Standard Agreement to Apply

HHAP-3 funding is provided pursuant to Health & Safety Code 50220.7(a) and requires all eligible applicants to submit this Standard Agreement to Apply no later than **5:00pm on October 15, 2021**. In this agreement, applicants must indicate whether they intend to apply for HHAP-3 funding jointly with an overlapping jurisdiction or apply as an individual entity. For any eligible applicant who does not submit an agreement by the deadline, HCFC may choose to re-allocate the applicant's allocation to an overlapping jurisdiction¹.

Eligible applicants applying jointly with an overlapping jurisdiction will designate **one** of the jointly applying jurisdictions as the Administrative Entity which will enter into contract with the HCFC to administer the combined allocations of the joint applicants. Applicants may only apply jointly with a Continuum of Care (CoC), large city, or county that serves an overlapping region. The Administrative Entity is required to submit a binding resolution or agreement that designates a single Administrative Entity for the combined allocations and an explanation of how the jointly applying applicants will administer the funds allocated to them pursuant to this section. This binding resolution or agreement must be signed by the authorized representatives of all applicants and must be submitted with the signed HHAP-3 Initial Disbursement Contract for Funding, separate from the Standard Agreement to Apply.

By submitting this form, you agree to participate in the HHAP-3 application process as indicated below and comply with all requirements as set forth in Health and Safety Code 50220.7.

APPLICATION SUBMISSION INFORMATION

ALL APPLICANTS:

Eligible Applicant Jurisdiction

☐ Large City: _____ ☐ County: _____

☐ Continuum of Care: _____ CoC Number: _____

Administrative Entity: _____

Contact Person: _____

Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Individual or Joint Application Designation:

☐ _____ will submit **an individual** application for HHAP-3 funding

☐ _____ will submit a **joint** application for HHAP-3 funding with the following overlapping jurisdiction(s):

¹ For the purposes of the HHAP program, overlapping jurisdictions are eligible applicants that are located within the same geographic area as the local CoC.

Jurisdiction Name	Applicant Type (County, CoC, or City)

JOINT APPLICANTS ONLY:

Fund Disbursement/Contract Execution

The jointly applying jurisdictions designate the following jurisdiction as the **Administrative Entity** of the total combined allocations and acknowledge that the Administrative Entity will enter into legal agreement with HCFC and receive any disbursements for which the jointly applying jurisdictions may be deemed eligible.

Administrative Entity:

☐ CoC ☐ Large City ☐ County

Name of Applicant: _____

Joint Applicants agree to the following:

1. Joint Applicants must designate a single Administrative Entity to receive the entire combined HHAP-3 allocations.
2. The Administrative Entity must be a CoC, large city (if applicable), or county that serves the same region.
3. The Administrative Entity receiving allocations on behalf of joint applicants shall use the funds in the jurisdiction(s) entitled to the funds or to provide regional housing or services that serve the population living in each of the jurisdiction(s) entitled to the funds.
4. The Administrative Entity is responsible for complying with all program expenditure requirements and deadlines for the total combined allocations it is administering.
5. The Administrative Entity must enter into a binding resolution or agreement with joint applicants to designate the Administrative Entity for the combined allocations which includes an explanation of how the jointly applying applicants will administer the funds allocated to them. This binding resolution or agreement must be signed by authorized representatives and will be included with the contract for funds.
6. The HHAP-3 joint application will clearly identify the intended use of all the funds from each jointly applying jurisdiction.
7. The HHAP-3 joint application will clearly describe in detail the collaboration between the jointly applying jurisdictions and an explanation of how the jointly applying jurisdictions will partner to meet their program goals.
8. The performance goals set in the HHAP-3 joint application will be used to determine the joint applicants' eligibility for future bonus funding.

HHAP-3 APPLICATION REQUIREMENTS

Application Requirements – ALL APPLICANTS:

By initialing below, the eligible applicant(s) acknowledges their intent to participate in the HHAP-3 application process as follows:

_____ the eligible applicant(s) will receive an Initial disbursement equaling no more than 20% (or 25% for jointly applying applicants) of their total allocation if this Agreement to Participate is submitted by 5:00pm on October 15, 2021 per HSC 50220.7(a)(4)(A)(ii).

_____ Initial funds may be used to complete the local homeless action plan, as required by HSC 50220.7(b)(3)(A), including paying for any technical assistance or contracted entities to support the completion of the homelessness action plan.

_____ As stated in HSC § 50220.7(a)(5), priority for initial funds, above the costs of completing the homelessness action plan, shall be for systems improvement, including, but not limited to, all of the following:

(A) Capacity building and workforce development for service providers within the jurisdiction, including removing barriers to contracting with culturally specific service providers and building capacity of providers to administer culturally specific services.

(B) Funding existing evidence-based programs serving people experiencing homelessness.

(C) Investing in data systems to meet reporting requirements or strengthen the recipient's Homeless Management Information System.

(D) Improving homeless point-in-time counts.

(E) Improving coordinated entry systems to eliminate racial bias or to create a youth-specific coordinated entry system.

_____ To receive the remaining balance of its round 3 program allocation, an applicant shall submit an application to the council by June 30, 2022, that includes a local homelessness action plan and specific outcome goals in accordance with the requirements laid out in HSC § 50220.7(b).

_____ The applicant shall engage with the council on its local plan and outcome goals before submitting a complete application, per HSC § 50220.7(b)(1).

_____ For city, county, and continuum of care applicants, local homelessness action plans pursuant to HSC § 50220.7(b)(3)(A) and outcome goals pursuant to HSC § 50220.7(b)(3)(C) shall be agendaized at a regular meeting of the governing body, including receiving public comment, before being submitted to the council, per HSC § 50220.7(b)(2).

_____ A complete application shall conform to the requirements laid out in HSC § 50220.7(b)(3).

FORM CONTINUES ON PAGE 4

HHAP-3 GRANTEE AWARD DISBURSEMENT INFORMATION

ALL APPLICANTS:

Instructions: Please fill out the information below, which is needed to process your HHAP Round 3 (HHAP-3) initial award disbursement:

Administrative Entity/Contracting Agency Name

Administrative Entity/Contracting Agency Business Address

Contract Manager Name

Contract Manager Email Address

Contract Manager Phone Number

Award Check Mailing Address (Include "Attention to:" if applicable)

For grantees who have previously contracted with BCSH, in order to reduce the amount of paperwork needed to process your HHAP-3 award, HCFC is offering the opportunity to use the Tax ID Form (Government Taxpayer ID Form for governmental entities or STD 204 Form for non-governmental entities) and/or Authorized Signatory Form currently on file with HCFC for HHAP-3 award disbursements. You may revoke these authorizations by submitting an updated Tax ID Form or Authorized Signatory Form to hhap@bcsh.ca.gov.

Select one:

- ☐ The information on the Tax ID Form used for the HHAP-2 award disbursement is accurate, and I am authorizing HCFC to use the previously submitted form for the HHAP-3 initial award disbursement
- ☐ I have included a new Tax ID Form for the initial HHAP-3 award disbursement

Select one:

- ☐ The information on the most recent Authorized Signatory Form on file with HCFC is accurate, and I am authorizing HCFC to use the form on file for HHAP-3
- ☐ I have included a new authorized signatory form for HHAP-3

CERTIFICATION

I certify that the signature below is authorized to sign for all applicable documents for the HHAP-3 grant on behalf of the Eligible Applicant Jurisdiction listed above.

Name and Title of Authorized Representative

Signature of Authorized Representative

Date



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-965

TO: Board of Supervisors
FROM: Christine Briceno - Director of Human Resources
REPORT BY: Kevin Lemieux - Senior Human Resources Analyst
SUBJECT: Adoption of a Resolution Amending the Departmental Allocation List for the Emergency Services Division of the County Executive Office

RECOMMENDATION

Director of Human Resources and County Executive Officer request adoption of a Resolution amending the Departmental Allocation List for Emergency Services Division of the County Executive Office, by adding one 1.0 FTE Staff Services Analyst I/II, effective October 5, 2021, with a net increase of one full-time equivalent, and a slight impact to the General Fund.

EXECUTIVE SUMMARY

If approved, this request adds a Staff Services Analyst I/II position to the Emergency Services Division of the County Executive Office. The requested Staff Services Analyst I/II is essential to emergency preparedness activities and disaster recovery grant coordination.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested Staff Services Analyst I/II position is needed to evaluate and apply for new State and Federal funding opportunities to support the County's emergency management capabilities.
Is the general fund affected?	Yes
Future fiscal impact:	The increased cost of salaries and benefits for the remainder of Fiscal Year 2021-2022 is estimated at \$89,531. The annualized cost is estimated at \$119,376 and will be budgeted accordingly in future fiscal years.

Consequences if not approved: If the addition of a Staff Services Analyst I/II is not approved, the limited staff in the Emergency Services Division of the County Executive Office will be without a dedicated resource tied to cost recovery activities, grant applications, and emergency preparedness.

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

If approved, this position will support ongoing cost recovery activities, associated with the Federal Emergency Management Agency's Public Assistance Program. Increased disaster activity in recent years has resulted in increased staffing needs to support reimbursement of the County's eligible disaster-related costs. In addition to the increased disaster activity, new policies, software requested, and programmatic guidelines have added complexity and new responsibilities tied to cost recovery. The requested Staff Services Analyst I/II position is critical to the County's ability to evaluate and apply for new State and Federal funding opportunities, and to support the County's emergency management capabilities.

Therefore, the Director of Human Resources and the County Executive Officer request adoption of a Resolution amending the Departmental Allocation List for the Emergency Services Division of the County Executive Office, effective October 5, 2021, with a net increase of one full-time equivalent, and a slight impact to the General Fund

SUPPORTING DOCUMENTS

Resolution

RESOLUTION NO. 2021-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE EMERGENCY SERVICES DIVISION OF THE COUNTY EXECUTIVE OFFICE, EFFECTIVE OCTOBER 5, 2021

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, section 2.100.280 of the Napa County Code provides that the number of positions and classifications in the Departmental Allocation List shall be established from time to time by resolution of the Board of Supervisors; and

WHEREAS, the Director of Human Resources recommends that the proposed changes to the Departmental Allocation List for the Emergency Services Division of the County Executive Office, as set forth in Exhibit “A,” be implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the changes to the Departmental Allocation List for the Emergency Services Division of the County Executive Office, as set forth in Exhibit “A,” effective October 5, 2021.

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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 5th day of October 2021, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
ALFREDO PEDROZA, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman, Deputy</i></p> <p>Date: September 28, 2021</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

Director of Human Resources requests approval to amend the Departmental Allocation List for the Emergency Services Division of the County Executive Office, effective October 5, 2021:

EMERGENCY SERVICES DIVISION OF THE COUNTY EXECUTIVE OFFICE #10240-00

Add: One 1.0 FTE Staff Services Analyst I/II



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-919

TO: Board of Supervisors
FROM: Jon Gjestvang - Chief Information Officer - Information Technology Services
REPORT BY: Elena Guzman - Staff Services Analyst
SUBJECT: Agreement with Grobstein Teeple, LLP for Cybersecurity Consulting Services

RECOMMENDATION

Chief Information Officer requests approval of and authorization for the Chair to sign a Professional Services Agreement with Grobstein Teeple, LLP. for a maximum of \$165,000 for the term October 1, 2021 through October 31, 2024 to continue to assess the County's cybersecurity posture by performing penetration tests against the County's Internet-facing systems.

EXECUTIVE SUMMARY

Today's requested action is for the approval of an agreement with Grobstein Teeple, LLP. to continue their specialized services in assessing the County's cybersecurity posture by performing external penetration testing, provide memorialization of the results and continue ongoing scanning of the County network. Grobstein Teeple, LLP., is a consulting firm with specialization in cybersecurity and risk management. Based on their penetration tests and vulnerability assessments performed in the past, their recommendations have been integral in helping ITS cybersecurity staff bolster the County's cybersecurity posture.

Grobstein Teeple, LLP., 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, Subdivision 42000-02
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This service is currently budgeted for in the ITS Network Operations subdivision budget and built into the Cost Allocation Plan.

Consequences if not approved:

A penetration test and vulnerability assessment by a trusted external entity needs to be performed annually in order to identify cyber security risks to Napa County's technology infrastructure and to satisfy recommendations from external auditors. If not approved, vulnerabilities to the County's technology infrastructure may go undetected by County Staff, thus, increasing the possibility of a cybersecurity breach.

County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The County's Information Security Program is compiled from information gathered from the National Institute of Standards and Technology (NIST), and from various State and Federal statutes. The County's security program leverages industry-proven components that will promote a secure computing environment for the County's network infrastructure. Vulnerability management continues to be a key foundation of any effective security management program. Vulnerability assessments and penetration tests are standard components of most information security management and regulatory frameworks and are two of the practices underpinning the "process" of vulnerability management.

On May 1, 2019, the County Executive Officer approved Agreement No. 190318B for a total of \$30,000 with Grobstein Teeple, LLP for a penetration test and vulnerability scan against the County's internet facing systems. The results of the penetration test and scan identified potential vulnerabilities in the County's technology infrastructure, allowing for future opportunities to mitigate these vulnerabilities. In order to ensure the ongoing security of the County's technology infrastructure, a penetration test and vulnerability scan must be performed each fiscal year.

On April 21, 2020, the Board approved Amendment No. 1 to the Professional Service Agreement No. 190318B with Grobstein Teeple, LLP for a for a new maximum of \$130,000, in order to perform two penetration tests against the County's Internet facing systems; one penetration to be conducted towards the end of Fiscal Year 2019-2020 and the second to be conducted in Fiscal Year 2020-2021. The increased cost of the penetration test from \$30,000 per test to \$50,000 per test was due to the expansive and intricate nature of the County's network and infrastructure. This contract expired June 30, 2021.

Today's request is for the approval of an agreement with Grobstein Teeple, LLP., for a new maximum of \$165,000 for the term of October 1, 2021 through October 31, 2024, in order to perform a penetration test, memorialization of the results, and ongoing scanning of the County network each fiscal year for the next three years. The increased cost of the penetration test from \$50,000 to \$55,000 per test is due to the additional scanning of the County's infrastructure for vulnerabilities when changes are made throughout the year without waiting until year end. A penetration test and vulnerability assessment by a trusted external entity needs to be performed annually in order to identify cybersecurity risks to Napa County's technology infrastructure and to satisfy recommendations from external auditors. If penetration tests and scans are not conducted annually,

vulnerabilities to the County's technology infrastructure may go undetected by County staff, thus increasing the possibility of a cybersecurity breach. Grobstein Teeple's specialized expertise in cybersecurity and risk management will allow the ITS cybersecurity team to be more proactive in the identification and mitigation of cybersecurity risks against the County's technology infrastructure.

Grobstein Teeple, LLP., is located in Woodland Hills, CA, and is not a local vendor. However, due to the vendor's extensive knowledge of the County's network infrastructure they can more effectively identify potential weaknesses and vulnerabilities.

NAPA COUNTY AGREEMENT NO.

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”, and GROBSTEIN TEEPLE, LLP, a California limited liability partnership, whose mailing address is 6300 Canoga Avenue, #1500W, Woodland Hills, CA 91367, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to assess the County’s cybersecurity posture by performing a penetration test against Internet facing systems; and

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

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 October 31, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE HUNDRED AND SIXTY FIVE THOUSAND (\$165,000) for professional 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.

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 THIRTY (30) days to the Chief Information Officer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

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

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

do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

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

the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

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

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

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

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

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

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

officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

8. Hold Harmless/Defense/Indemnification.

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

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

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 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 THIRTY (30) 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 FORTY-FIVE (45) 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

Jon Gjestvang
Chief Information Officer
County of Napa
650 Imperial Way, Ste 201
Napa, CA 94559

CONTRACTOR

Erik Rasmussen
Principal
Grobstein Teeple, LLP
6300 Canoga Ave., #1500W
Woodland Hills, CA 91367

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

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

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

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

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

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

15. Confidentiality.

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

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

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

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

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

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

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

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

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

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

16. **No Assignments or Subcontracts.**

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

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

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

Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

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

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

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

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

of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages. [RESERVED].

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

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

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

23. **Conflict of Interest.**

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

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

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

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

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

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

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

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SIGNATURE PAGE FOLLOWS

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

GROBSTEIN TEEPLE, LLP

DocuSigned by:

 By: E4E7F6F0F80046F...
 ERIK RASMUSSEN, Principal

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By: _____
 ALFREDO PEDROZA, Chair
 Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>September 21, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

TERM: OCTOBER 1, 2021 – OCTOBER 31, 2022

PHASE 1: EXTERNAL PENETRATION TESTING

1. Review 2021 pen test results and other pertinent documentation as it relates to the Napa County network
2. Verify remediation status of 2021 vulnerabilities on COUNTY computer network
3. External penetration testing of the Napa County computer network, to include, but is not limited to:
 - a. Information gathering, open source intelligence collection
 - b. Employee social media / Internet exposure analysis
 - c. Vulnerability analysis and testing
 - d. Exploitation of vulnerabilities

PHASE 2: MEMORIALIZATION OF RESULTS

1. Provide ongoing briefings during the course of testing
2. Provide a written, final report of findings

PHASE 3: ONGOING VULNERABILITY SCANNING OF NETWORK

1. Quarterly scanning of the Napa County computer network (internal and external scanning)
2. Scanning will begin no later than October 1, 2021 and continue until October 31, 2022
3. Provide and review findings of quarterly results to Napa County

*ESTIMATED TOTAL 70 – 100 HOURS OF WORK FOR ALL PHASES

TERM: NOVEMBER 1, 2022 – OCTOBER 31, 2023

PHASE 1: EXTERNAL PENETRATION TESTING

1. Review 2022 pen test results and other pertinent documentation as it relates to the Napa County network
2. Verify remediation status of 2022 vulnerabilities on COUNTY computer network
3. External penetration testing of the Napa County computer network, to include, but is not limited to:
 - a. Information gathering, open source intelligence collection

- b. Employee social media / Internet exposure analysis
- c. Vulnerability analysis and testing
- d. Exploitation of vulnerabilities

PHASE 2: MEMORIALIZATION OF RESULTS

- 1. Provide ongoing briefings during the course of testing
- 2. Provide a written, final report of findings

PHASE 3: ONGOING VULNERABILITY SCANNING OF NETWORK

- 1. Quarterly scanning of the Napa County computer network (internal and external scanning)
- 2. Scanning will begin no later than November 1, 2022 and continue until October 31, 2023
- 3. Provide and review findings of quarterly results to Napa County

*ESTIMATED TOTAL 70 – 100 HOURS OF WORK FOR ALL PHASES

TERM: NOVEMBER 1, 2023 – OCTOBER 31, 2024

PHASE 1: EXTERNAL PENETRATION TESTING

- 1. Review 2023 pen test results and other pertinent documentation as it relates to the Napa County network
- 2. Verify remediation status of 2023 vulnerabilities on COUNTY computer network
- 3. External penetration testing of the Napa County computer network, to include, but is not limited to:
 - a. Information gathering, open source intelligence collection
 - b. Employee social media / Internet exposure analysis
 - c. Vulnerability analysis and testing
 - d. Exploitation of vulnerabilities

PHASE 2: MEMORIALIZATION OF RESULTS

- 1. Provide ongoing briefings during the course of testing
- 2. Provide a written, final report of findings

PHASE 3: ONGOING VULNERABILITY SCANNING OF NETWORK

- 1. Quarterly scanning of the Napa County computer network (internal and external scanning)
- 2. Scanning will begin no later than November 1, 2023 and continue until October 31, 2024
- 3. Provide and review findings of quarterly results to Napa County

*ESTIMATED TOTAL 70 – 100 HOURS OF WORK FOR ALL PHASES

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****TERM: OCTOBER 1, 2021 – OCTOBER 31, 2022**

PROFESSIONAL SERVICES	
Erik Rasmussen, Principal, Grobstein Teeple, LLP	Rate: \$485.00/hr.
Consultants, Grobstein Teeple, LLP	Rate: \$200.00 - \$400.00/hr.
MAXIMUM NOT TO EXCEED	\$55,000.00

TERM: NOVEMBER 1, 2022 – OCTOBER 31, 2023

PROFESSIONAL SERVICES	
Erik Rasmussen, Principal, Grobstein Teeple, LLP	Rate: \$485.00/hr.
Consultants, Grobstein Teeple, LLP	Rate: \$200.00 - \$400.00/hr.
MAXIMUM NOT TO EXCEED	\$55,000.00

TERM: NOVEMBER 1, 2023 – OCTOBER 31, 2024

PROFESSIONAL SERVICES	
Erik Rasmussen, Principal, Grobstein Teeple, LLP	Rate: \$485.00/hr.
Consultants, Grobstein Teeple, LLP	Rate: \$200.00 - \$400.00/hr.
MAXIMUM NOT TO EXCEED	\$55,000.00

Maximum combined payments shall not exceed ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000) for professional services.

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

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-913

TO: Board of Supervisors
FROM: Julie Baptista, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Staff Services Manager
SUBJECT: Agreement with Frasier Group Investigations

RECOMMENDATION

Chief Probation Officer requests approval and authorization for the Chair to sign an agreement with Michael Frasier, doing business as Frasier Group Investigations, for an agreement for a maximum of \$37,000, for the term July 1, 2021 through June 30, 2022; the Frasier Group will conduct pre-employment background investigations of prospective employees in the Probation Department.

EXECUTIVE SUMMARY

Frasier Group Investigations provides pre-employment investigations of prospective employees in Probation and Juvenile Hall. California Code Section 1029 requires that pre-employment background investigations must be completed for peace officers.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation and Juvenile Hall
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	The agreement contains an automatic two-year renewal clause which allows the County the option to continue services each fiscal year. Appropriation will be budgeted accordingly.

Consequences if not approved: The Department would not be in compliance with California Government Code Section 1029. Probation staff do not have the necessary experience or time availability to complete the pre-employment background investigations, and would not have accurate information to make wise hiring decisions.

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

Frasier Group Investigations (FGI) was established in 2003 made up of retired and former law enforcement and public safety offices with extensive investigative experience and training. The contractor provides their service to police, sheriff, probation, corrections and fire service agencies.

Pre-employment background investigations commence for those prospective law enforcement employees considered for employment. There are three (3) background investigation tiers.

Level I investigations are modified pre-employment background investigation for non-direct service public safety personnel, i.e., Cook, Food Service Director, Staff Services Analyst, Staff Services Manager. Level II background investigations are for direct service personnel working directly with Adult probationers and Juvenile youth. Level III background investigations are for direct service personnel requiring out-of-town or out-of-state overnight travel for FGI.

Every law enforcement candidate receiving either a Level II or Level III tier will be subject to a thorough background investigation to verify good moral character and identify past behaviors that may indicate the candidate's suitability to perform the duties of the Department position.

Probation sworn officers are required to have these background investigations prior to hiring. These investigations include in-home investigations; background synopsis; subject photograph; interviews with the candidate, relatives and former landlords; collection of degrees; transcripts and other relevant documents.

In addition to regular full-time employees, the Department must conduct background investigations for Extra Help staff. Extra Help staff is primarily for the Juvenile Hall to assist in providing 24-hour staff coverage. The contractor also provides the Probation Department with consultation services as requested by the Department to

assist in interpreting the findings.

NAPA COUNTY AGREEMENT NO. 220143B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2021 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", acting by and through its Purchasing Agent, and Michael W. Frasier doing business as Frasier Group Investigations whose mailing address is P.O. Box 1161, Woodland, CA 95776 hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to obtain authorized pre-employment background investigations of prospective employees of COUNTY's Probation Department; and

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

TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2022 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached hereto, incorporated by reference herein.

3. **Compensation.**

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

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) for professional services and TWO THOUSAND DOLLARS (\$2,000) for expenses per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

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

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

(c) Fixed Price. [RESERVED]

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

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be

business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

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

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

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

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

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and

the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

8. Hold Harmless/Defense/Indemnification.

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

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

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 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 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 Probation Department
Staff Services Manager
212 Walnut Street
Napa, CA 94559

CONTRACTOR

Michael W. Frasier
P.O. Box 1161
Woodland, CA 95695

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

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

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

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

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

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

15. Confidentiality.

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

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

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

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

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

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

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

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

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

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

16. **No Assignments or Subcontracts.**

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

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

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

Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

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

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

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

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

of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages. [RESERVED]

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

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

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

23. **Conflict of Interest.**

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

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

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

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

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

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

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

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

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

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

Michael W. Frasier, doing business as Frasier Group
Investigations

By 
MICHAEL W. FRASIER

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas V. Parker (Via e-sign)</u></p> <p>Date: <u>September 16, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

- A. CONTRACTOR shall provide the services listed below when requested by an authorized representative of COUNTY's Probation Department ("Department"). The services shall be provided in a manner that fully complies with agency or accepted industry standards:
 1. **Level I** – Modified pre-employment background investigations for non-direct service public safety personnel. This investigation shall include a review of the applicant's personal history statement (PHS), calls to former employers, and a telephone interview with the applicant and others as appropriate to clarify and verify information in the PHS.
 2. **Level II** – Pre-employment background investigations for direct service public safety personnel. This investigation shall include an in-home investigation, background synopsis, subject photograph, interviews with relatives and former landlords, collection of degrees, transcripts and other relevant documents.
 3. **Level III** - Pre-employment background investigations for direct service public safety personnel requiring out of town or out of state overnight travel. "Overnight" travel is defined as travel in which CONTRACTOR cannot return home the same day due to distance of investigation. This investigation shall include an in-home investigation, background synopsis, subject photograph, interviews with relatives and former landlords, collection of degrees, transcripts and other relevant documents.
- B. Direct service personnel shall receive a Level II investigation. Extra-help Cooks shall receive a Level I investigation. The Department shall specify the type of investigation being requested at the time it makes its request to CONTRACTOR.
- C. Before commencement of any background investigation and upon notice from COUNTY as set forth in (B) above, CONTRACTOR shall ensure that a candidate has executed the form "***Certificate of Understanding***" and has further executed and notarized the form, "***Authorization for Release of Information and/or Documents***." Copies of these forms are attached to the Agreement as Exhibits "D" and "E" respectively, and incorporated by reference herein.
- D. CONTRACTOR to obtain candidate signature on the "***Fair Credit Reporting Act and Hold Harmless Agreement***" as Exhibit F, incorporated by reference herein.

- E. Upon completion of the background investigation, CONTRACTOR shall submit to an authorized Probation Department representative (within five working days) a written background investigation report, along with all required documentation.
- F. Investigations shall be completed within 45 days of the initial request. If additional time is needed, CONTRACTOR shall contact the Department immediately and indicate when the investigation will be completed.
- G. CONTRACTOR shall provide the Department with consultation services as requested by the Department to assist in interpreting CONTRACTOR's findings.
- H. Upon request by the Department, CONTRACTOR shall testify in any court proceedings or administrative hearing as to CONTRACTOR's methods and the protocols used for its background investigations and its finding.
- I. CONTRACTOR shall maintain the facilities, equipment, personnel, labor and material needed to provide the services in accordance with currently accepted standards and methods for background investigations so as to meet the expectations of the Department.
- J. If disqualifying information is learned about a candidate, CONTRACTOR shall contact the Department immediately and provide it with this information so that a determination can be made as to whether to proceed with the investigation. If the background investigation is terminated at this point, the Department will only be charged based on the percentage of work that has been performed, as determined by CONTRACTOR for such billing purposes, as of the date of the information being learned, e.g., if 20% of the investigation is complete, CONTRACTOR shall charge COUNTY 20% of the agreed upon rate for an investigation.
- K. With each investigative report, CONTRACTOR shall list on the cover sheet the date that the Department made its request for the background investigation and the date that the finished report was mailed to the Department.
- L. By its execution of this Agreement, COUNTY certifies that COUNTY shall limit the use of credit reports obtained for COUNTY by CONTRACTOR to the purposes listed in Civil Code Section 1786.12, including employment purposes.

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

Rates

Subject to pro-ration as provided in Exhibit "A," Section I (K) for investigations terminated early, COUNTY shall compensate CONTRACTOR for each investigation as follows, with the rates noted including any costs associated with obtaining a candidate's consumer credit report:

Level I - \$795 for each investigation

Level II - \$895 for each investigation

Level III – \$995 for each investigation plus Travel Expenses

Maximum: \$35,000/Fiscal Year

II. Travel Expenses

CONTRACTOR shall be reimbursed for the actual cost of travel required to perform the services required under this Agreement, up to the following maximum, with prior approval required to be obtained by CONTRACTOR from COUNTY's Chief Probation Officer or her designee for all travel requiring airfare or hotel stays.

Maximum: \$ 2,000/Fiscal Year

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]

SAMPLE INVOICE

INVOICE # _____

DATE: _____

TO:

[Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:

[Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	\$165.00	247.50
1/1/15	Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3 rd Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 nd Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 nd	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

EXHIBIT "D"
CERTIFICATION OF UNDERSTANDING

Instructions to Applicant

The information you provide in the personal history statement will be used in the investigation into your background to assist in determining your suitability for the position for which you are applying.

Please fill out the Frasier Group Personal History Statement and Questionnaire completely and accurately. Keep in mind that:

1. The completion of the *Frasier Group* Personal History Statement is mandatory for all applicants.
2. All statements and entries are subject to verification.
3. *Deliberate inaccuracies or incomplete statements or entries may bar or remove you from employment.* (Failure to indicate **all** past employers, **true** reasons for leaving, etc.)
4. It is *very important* that last names, telephone numbers, addresses, etc., be included for every entry.
5. All time periods – month to month – in your background and employment, must be accounted for. *No exceptions.*

It is to your advantage to respond openly. Any negative factor in your background will be evaluated in terms of the circumstances and facts surrounding its occurrence, and its degree of relevance to the position applied for.

For example, being fired from a job, or having an arrest record, is not in itself, grounds for disqualification. During the investigation, the investigator will inquire into the facts surrounding such as an occurrence and an evaluation will then be made of the relevance of these facts to the requirements of the job by the hiring authority.

You **must** list the arrest and/or conviction if you have received a release (per Section 1203.4 or 1203.4a of the Penal Code or Welfare and Institutions Code Section 1179 or 1772) or a pardon (per Section 4852.16 of the Penal Code). You must also list any arrest within the last five years, which resulted in your being placed in a diversion program, whether or not you successfully completed the diversion.

Certification of Applicant:

I hereby certify that I have read and understand all of the instructions contained herein for completing the documents in this Pre-employment Background Investigation process.

Signed: _____

John Q Sample FG# A

Date: _____

EXHIBIT "E"

**AUTHORIZATION for RELEASE of INFORMATION and/or DOCUMENTS to the
NAPA COUNTY PROBATION DEPARTMENT**

TO WHOM IT MAY CONCERN:

I, **JOHN Q SAMPLE**, am an applicant for the position of **PROBATION OFFICER** for the NAPA COUNTY PROBATION DEPARTMENT.

I am required by law to furnish information for use in determining my qualifications as well as my personal, psychological and moral fitness to serve in this capacity.

Frasier Group has been retained by the NAPA COUNTY PROBATION DEPARTMENT to conduct a background investigation to determine if I possess the required qualifications.

I HEREBY AUTHORIZE your organization and it's custodian of Records and/or any person(s) in your employ to release any/all information or documents which you may have concerning me, including information which may be of a confidential, privileged and/or derogatory nature, including, but not limited to: EMPLOYMENT INFORMATION OF ANY TYPE OR NATURE, EDUCATIONAL RECORDS, CREDIT and FINANCIAL INFORMATION and/or **ANY INFORMATION or RECORDS WHICH YOU MAY POSSESS.**

I do hereby exonerate, release and discharge you, your employees, agents, representatives, organization and assigns from any liability or damages, whether in law or equity, now and in the future, for furnishing the information requested by **Frasier Group** and the NAPA COUNTY PROBATION DEPARTMENT. I do specifically and permanently waive any rights I may have to review or inspect any/all of the information developed and/or provided in this investigation. I further acknowledge that a photocopy, machine copy or fax of this authorization may serve as an original, which you may retain for your records.

CERTIFICATION: I certify that I have read this authorization and understand its meaning and purpose.

THIS DOCUMENT MUST BE NOTARIZED

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

Signed: _____

Date: _____

John Q Sample

State of California)
County of _____)

On _____, before me, _____, personally appeared,

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

Authorization expires ninety (90) days from the above date

NOTARY SEAL

EXHIBIT “F”

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

THE FAIR CREDIT REPORTING ACT (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error). The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

(Note: Applicant’s signature is required on last page)

- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If you dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the information if it is, in fact, in error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTION ON CONCERNS
REGARDING:**

PLEASE CONTACT:

CRAs, creditors and others not listed below

Federal Trade Commission
Consumer Response Center – FCRA
Washington, DC 20580

National banks, federal branches/ agencies
of foreign banks (word “National” or initials
“N.A.” appear in or after bank’s name)

Office of the Comptroller of the
Currency, Compliance Management,
Mail Stop 6-6,
Washington, DC 20219

Federal Reserve System member banks
(except national banks, and federal
branches/agencies of foreign banks)

Federal Reserve Board
Division of Consumer & Community
Affairs
Washington, DC 20551

(except national banks, and federal
branches/agencies of foreign banks)

Division of Consumer & Community
Affairs
Washington, DC 20551
202-452-3693

Savings associations and federally chartered
Savings banks (word “Federal” or initials
“F.S.B.” appear in federal institution’s name)

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552
800-842-6929

Federal credit unions (words “Federal Credit
Union” appear in institution’s name)

National Credit Union Admin.
1775 Duke Street
Alexandria, VA 22314

State-chartered banks that are not members
of the Federal Reserve System

Federal Deposit Insurance
Corporation, Division of Compliance
& Consumer Affairs
Washington, DC 20429
800-934-FDIC

Air, surface, or rail common carriers
Regulated by former Civil Aeronautics Board
Or interstate Commerce Commission

Department of Transportation
Office of Financial Management
Washington, DC 20590
202-366-1306

Activities subject to the Packers and
Stockyards Act, 1921

Department of Agriculture
Office of Deputy Administrator-GIPSA
Washington, DC 20250
202-720-7051

KNOWING AND INTELLIGENT WAIVER OF THE PROVISIONS OF THE FAIR CREDIT REPORTING ACT

(15 USC sections 1681 et.seq.)
AND HOLD HARMLESS AGREEMENT

I, John Q Sample, have applied for the position of Probation Officer with the Napa County Probation Department (hereinafter referred to as 'My Prospective Employer'). I hereby understand and agree to all of the following:

1. I acknowledge and understand that, pursuant to my application for employment, an intensive investigation will be conducted into all aspects of my fitness and capacity to serve in the position applied for and to determine if my personal and professional qualifications meet the standards of My Prospective Employer.
2. I acknowledge and understand that the investigation to be conducted by My Prospective Employer (and/or by its agents, employees or representatives) may include, but is not limited to, contact with any and all current and/or former: employers, supervisors, co-workers, relatives, spouses, neighbors, landlords, educational institutions, custodians of any records, consumer reporting agencies and/or any person, organization, agency, department or business establishment ever acquainted with me in any manner or capacity whatsoever, and that such contact may be established by means of telephone, fax, any form of written communication, personal contact or by any other means deemed appropriate by My Prospective Employer, including any of its agents, employees or representatives.
3. I acknowledge and understand that confidentiality is essential in obtaining information regarding my fitness and qualifications for employment, is expected and assumed by those who may provide any information, and I do hereby authorize any and all persons, organizations and/or agencies to release to My Prospective Employer any and all documents and/or provide any and all information they may possess concerning me, including, but not limited to any data, material, documents or information of a confidential, privileged and/or derogatory nature.
4. I acknowledge and understand that I possess various rights and privileges pursuant to the provisions of the Fair Credit Reporting Act (15 U.S.C. sections 1681, et seq.). These rights are summarized in the three-page document entitled, "A Summary of Your Rights Under the Fair Credit Reporting Act," and I hereby acknowledge that I have received and reviewed a copy of said document. I further acknowledge and affirm that I have read and understand all of my rights under the Fair Credit Reporting Act and that I have been given the opportunity to consult with legal counsel regarding the same.

UNDERSTANDING ALL OF MY RIGHTS UNDER THE FAIR CREDIT REPORTING ACT, I DO NONETHELESS HEREBY KNOWINGLY, VOLUNTARILY, SPECIFICALLY AND PERMANENTLY WAIVE ANY AND ALL SUCH RIGHTS THAT I HAVE THEREUNDER, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO EXAMINE, REVIEW, RECEIVE A COPY OF OR IN ANY OTHER MANNER DISCOVER ANY OF THE INFORMATION AND/OR THE CONTENT OF ANY FILES THAT MAY BE REVEALED, OBTAINED AND/OR GENERATED IN THE COURSE OF THE INVESTIGATION THAT WILL BE CONDUCTED BY MY PROSPECTIVE EMPLOYER, OR BY ANY OF THE AGENTS, EMPLOYEES AND/OR REPRESENTATIVES OF MY PROSPECTIVE EMPLOYER, INCLUDING BUT NOT LIMITED TO ANY PRIVATE INVESTIGATORS RETAINED BY MY PROSPECTIVE EMPLOYER.

5. I hereby forever release, discharge and agree to hold harmless, any persons or entities who furnish or provide any kind of information to My Prospective Employer (and/or to any of its agents, employees or representatives) from any and all liability of any nature and kind arising out of the providing and/or furnishing and/or permitting the inspection and/or retention of any information, records or documents in the course of the investigation authorized hereunder. The release described in this paragraph extends to and applies to: My Prospective Employer and any of its agents, employees and/or representatives; and any organization, agency, department, business or person (including any of the agents, employees and/or representatives of any such organizations, agencies, departments, businesses or persons). This release described in this paragraph is binding on any and all of my legal representatives, heirs and assigns.

6. I hereby certify that I have read and understand this entire document, and that I am signing it of my own free will, and not under any kind of threat or compulsion by My Prospective Employer or by any other person or entity.

This Release is valid for ninety (90) days from this date.

Signed: _____ Dated: _____
 John Q Sample



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-896

TO: Board of Supervisors
FROM: Wendi Agans for Oscar Ortiz - Sheriff-Coroner
REPORT BY: Rollie Soria, Staff Services Analyst II
SUBJECT: Sole Source Award for Purchase of ScanX Scout X-Ray System

RECOMMENDATION

Sheriff requests a waiver of competitive bidding requirements and sole source award to Scanna MSC, Inc. of Sarasota, Florida for purchase of a ScanX Scout X-Ray System in the amount of \$28,499 pursuant to County Ordinance Code 2.36.090.

EXECUTIVE SUMMARY

As part of fiscal year 2021/2022 budget approval, the Board of Supervisors authorized Sheriff's Office to purchase a replacement bomb x-ray system. After extensive research, it was determined that the ScanX Scout X-Ray System best fits the needs of the Explosives Ordinance Disposal Team. The system is portable, can be deployed in minutes, is battery powered and can produce high resolution x-ray scans, all of which increase safety of the Bomb Squad and public.

Today's action requests a waiver of competitive bidding, as Scanna MSC, Inc. is the exclusive global distributor of the ScanX Scout X-Ray System.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff's Operations - 1000/1360000
Is it Mandatory or Discretionary?	Mandatory

Discretionary Justification:	Sheriff's Office Bomb Squad uses an x-ray system that is over 10 years old and no longer supported by the manufacturer. This system is obsolete, at risk of failure and is difficult to replace parts. The proposed ScanX Scout X-Ray System is better technology making it capable of handling today's rapidly changing law enforcement environment.
Is the general fund affected?	Yes
Future fiscal impact:	Maintenance and service will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If not approved, Sheriff's Office would have to continue utilizing the obsolete system or select a system that does not fulfill all the Bomb Squad's requirements.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Napa County Sheriff's Office Explosives Ordinance Disposal (EOD) Team, or "Bomb Squad," responds to calls for service related to suspicious packages, unexploded ordinance, improvised explosive devices, homemade devices and labs throughout Napa County. In addition, the Bomb Squad provides EOD services to neighboring Lake and Solano Counties. The Bomb Squad is comprised of four federally trained and certified bomb technicians.

The Bomb Squad program is in a constant state of evaluation and improvement to better suit the mission and adapt to the dynamic environment of law enforcement. EOD teams across the country have experienced an increase in operational tempo with rising public safety concerns. The Federal Bureau of Investigation (FBI) and National Bomb Squad Advisory Board (NBSCAB) mandate particular tools and equipment to ensure the safety of bomb technicians and the public. One mandated tool is a portable x-ray system.

The Bomb Squad currently utilizes an x-ray system that is more than 10 years old and no longer supported by the manufacturer. Explosive devices are increasingly more intricate and in a constant state of flux, so a replacement x-ray system is needed to render such devices safe. After extensive research and consideration, the ScanX Scout X-Ray System (the System) was chosen as the best fit for Sheriff's Office Bomb Squad.

The System is battery operated and lightweight, allowing it to be easily deployed. It also produces high resolution x-ray images in as little as 35 seconds, which can aid in exposing intricate wiring and circuitry found in today's improvised explosive devices. In addition, the System is currently utilized and trained on at the FBI's

National EOD Training Facility, making it the standard system used throughout the EOD community.

Today's requested action will authorize a waiver of competitive bidding requirements and sole source award to Scanna MSC, Inc. for purchase of a ScanX Scout X-Ray System. Scanna MSC, Inc. is the exclusive global distributor of the ScanX Scout X-Ray System.

Scanna MSC, Inc. is not a local vendor.



Napa County

1195 THIRD STREET
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Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-956

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Presentation by Public Health Officer

RECOMMENDATION

SET MATTER 9:05 A.M. - 30 Minutes

Presentation by County Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

EXECUTIVE SUMMARY

County Public Health Officer will provide the latest information available on the Coronavirus (COVID-19) situation and 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
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

County Public Health Officer will provide the latest information available on the Coronavirus (COVID-19) situation and provide an opportunity for discussion and will answer related questions.



Napa County

1195 THIRD STREET
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Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-632

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Helene Franchi - Deputy County Executive Officer
SUBJECT: Presentation by County Fire Chief

RECOMMENDATION

SET MATTER 9:30 AM - 15 Minutes

Presentation by County Fire Chief and discussion regarding measures taken to prepare for the upcoming fire season, for Board direction and possible action.

EXECUTIVE SUMMARY

County Fire Chief will provide the latest information available on the upcoming fire season and 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
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Click or tap here to enter text.

BACKGROUND AND DISCUSSION

County Fire Chief will provide the latest information available on the upcoming fire season and provide an opportunity for discussion and will answer related questions, for Board direction and possible action.



Napa County

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Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-907

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: 8:00 AM CLOSED SESSION - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

RECOMMENDATION

8:00 AM CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(b)(1))

Title: Director of Health & Human Services



Napa County

1195 THIRD STREET
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NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-904

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION

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



Napa County

1195 THIRD STREET
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NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 10/5/2021

File ID #: 21-980

TO: Board of Supervisors
FROM: Minh C. Tran - 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: 2344 Old Sonoma Road, Napa, California

Agency Negotiator: Steve Lederer, Director of Public Works

Negotiating Parties: Napa County and Napa Community Real Estate Fund, LP

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

EXECUTIVE SUMMARY

FISCAL & STRATEGIC PLAN IMPACT

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

