

Napa County

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



Agenda - Final-Supplemental

***Consolidated**

Tuesday, September 27, 2022

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

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

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.

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

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

<https://www.countyofnapa.org/DocumentCenter/View/23544/2022-Board-of-Supervisors-Meeting-Calendar>

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 (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 September 13, 2022 regular meeting. [22-1785](#)

Attachments: [September 13, 2022](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation to be received by Anthony Halstead, Director of Library Services & Community Outreach, recognizing September 2022 as “Library Card Sign-up Month” in Napa County. [22-1798](#)

Attachments: [Proclamation](#)

- B. Presentation of a Proclamation recognizing September 2022 as “Preparedness Month” in Napa County. [22-1813](#)

Attachments: [Proclamation](#)

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

- A. Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and revenues subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIII B of the California Constitution. [22-1369](#)

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

- B. District Engineer requests approval of and authorization for the Chair to sign Agreement No. 230149B with GHD, Inc. for a maximum of \$190,674 for the term September 13, 2022 until one year after completion of the scope of services for the Sewer Lift Station A Tank Replacement Project, LB 22-03. [22-1652](#)

Attachments: [Agreement](#)

Napa Berryessa Resort Improvement District

- C. Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and revenues subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIII B of the California Constitution. [22-1372](#)

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

7. CONSENT ITEMS**Agricultural Commissioner**

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign Agreement No. 230142B with the Napa County Resource Conservation District (NCRCD) for a maximum of \$6,315 for the term July 1, 2022 through June 30, 2023 to complete grant requirements as outlined in the 2021 Noxious Weed Program with the California Department of Food & Agriculture (CDFA). [22-1673](#)

Attachments: [Agreement](#)

Assessor

- B. Assessor-Recorder-County Clerk requests the following actions (4/5 vote required): [22-1738](#)
1. Approval of a Budget Adjustment in the Recorder-County Clerk budget (Fund 1000, Org 1142000) increasing appropriations by \$18,000 in Equipment (55400) offset by decreasing appropriations in Rents and Leases (52600) by \$6,000 and increasing Revenues (48200) by \$12,000;
 2. Increase appropriations to increase transfers-out in the Non-Operating Special Revenue Fund - Micrographics (56100) by \$12,000, and
 3. Establish a capital asset in the amount of \$18,000 for the purchase of a large format plotter-scanner.

Auditor-Controller

- C. Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIII B of the California Constitution. [22-1367](#)

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

- D.** Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project. [22-1368](#)

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

County Counsel

- E.** SUPPLEMENTAL ITEM [22-1750](#)

Second reading and adoption of an ordinance approving the Development Agreement between Meadowood Resort, LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards, LLC a Limited Liability Partnership, and Napa County.

Attachments: [Development Agreement Ordinance](#)
[Meadowood Development Agreement](#)

County Executive Office

- F.** Acting County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to drought conditions that are occurring in Napa County. [22-508](#)

Attachments: [Resolution](#)

- G.** Acting County Executive Officer requests the following reappointments on the Napa County Airport Advisory Commission with the terms of office to commence immediately and expire on September 17, 2025: [22-1553](#)

1. Choolwe Kalulu representing Local Education Industry;
2. Christian Palmaz representing Wine/Hospitality Industry;
3. Kristen Hannum Gregory representing Napa County Airport Pilots Group or Club; and
4. Richard Rybicki, Todd Walker, and Geoffrey Gorsuch representing General Public.

Attachments: [Kalulu Application](#)
[Palmaz Application](#)
[Gregory Application](#)
[Rybicki Application](#)
[Walker Application](#)
[Gorsuch Application](#)

- H.** Acting County Executive Officer requests authorization for out of country travel for Chair Ryan Gregory, Supervisor Alfredo Pedroza, and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2022 Conference in Mendoza, Argentina from October 28, 2022 through November 5, 2022 for a cost not to exceed \$17,500. [22-1687](#)

- I.** Acting County Executive Officer and Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230166B with Bischoff Performance Improvement Consulting for \$228,250 and Agreement No. 230159B with Collabria Care for \$127,750, both for the term of September 1, 2022, through June 30, 2024, in order to conduct an Older Adults Needs Assessment and Strategic Action Plan. [22-1794](#)

Attachments: [Bischoff Agreement](#)
[Collabria Agreement](#)

- J.** Acting County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19. [22-1799](#)

Attachments: [Resolution](#)

County Fire Department

- K.** County Deputy Fire Chief requests the following actions regarding purchasing fire apparatus in the Yountville and St. Helena station subdivisions: [22-1820](#)
1. Approval of a Budget Transfer increasing appropriations by \$1,683,330 in Fire Protection Operations (2100000 - 57900) offset by use of available fund balance, to transfer to Fire - Yountville (2100012 - 49900) \$841,665 and Fire - St. Helena (2100021 - 49900) \$841,665.
 2. Establishing capital assets as follows (4/5 Vote Required):
 - a. Yountville subdivision for the replacement of current Type I engine;
 - b. St. Helena subdivision for the replacement of current Type I engine;
 3. Request a waiver of competitive bidding requirements and sole source award for Golden State Fire Apparatus.

Health and Human Services Agency

- L. Director of Health and Human Services Agency (HHSa) requests approval of and authorization for the Chair to sign Agreement No. 230147B with Credible Behavioral Health, Inc., dba Qualifacts Systems, LLC., for a maximum of \$1,510,891, for the period of October 1, 2022 through September 30, 2027, for the procurement and implementation of a comprehensive Electronic Health Record System for documentation and billing of Behavioral Health services. [22-1751](#)

Attachments: [Agreement](#)

- M. Director of Health and Human Services Agency (HHSa) requests approval of and authorization for the Chair to sign Agreement No. 230162B with the California Department of Public Health (CDPH), Women, Infants and Children (WIC) Division in the amount of \$2,827,773, for the term of October 1, 2022 through September 30, 2025, to provide tools and strategies for improving and maintaining health through age-appropriate nutrition education; breastfeeding promotion and support; and referrals to health care, public assistance, and other needed programs. [22-1752](#)

Attachments: [Agreement](#)

- N. Director of Health and Human Services Agency (HHSa) requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 200303B with the California Department of Health Care Services (DHCS) for a maximum of \$630,477, for the term January 1, 2020, through September 30, 2022, for the Medi-Cal Health Enrollment Navigators Project (Navigators Project), and to sign Amendment No. 2 to Agreement No. 210259B with Community Health Initiative Napa County, Inc. (CHI), for a new maximum of \$163,544, for the term January 1, 2021, through September 30, 2022, to make use of the Revenue Agreement from DHCS for Medi-Cal Outreach & Enrollment activities. [22-1769](#)

Attachments: [Agreement \(DHCS\)](#)
[Agreement \(CHI\)](#)

Housing and Homeless Services – Division of CEO's Office

- O. Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Amendment No. 10 to Agreement No. 170374B with The Center for Common Concerns, Inc for a new maximum of \$194,000 for the term of July 1, 2022 through June 30, 2023, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration. [22-1528](#)

Attachments: [Agreement](#)

Human Resources – Division of CEO's Office

- P.** Director of Human Resources and Sheriff request adoption of a Resolution amending the Departmental Allocation List for Sheriff's Office by adding one 1.0 full-time equivalent (FTE) Lieutenant, effective October 1, 2022, with a net increase of one FTE and net zero cost to the General Fund. [22-1759](#)
- Attachments:** [Resolution](#)
- Q.** Director of Human Resources and Director of Public Works request adoption of a Resolution amending the Departmental Allocation List for the Public Works Department, by adding one 1.0 FTE Maintenance Worker - Limited Term, effective October 1, 2022, through June 30, 2024, with a temporary net increase of 1.0 FTE, and a slight decrease to the County General Fund. [22-1763](#)
- Attachments:** [Resolution](#)
- R.** Director of Human Resources requests adoption of a Resolution rescinding and replacing Resolution No. 2022-126, adopted September 13, 2022, to make a technical correction to Exhibit "A," which listed an incorrect salary range for the Emergency Medical Services Administrator, and replacing it with Exhibit "A-1." [22-1776](#)
- Attachments:** [Resolution](#)
- S.** Director of Human Resources and Director of Planning, Building & Environmental Services request adoption of a Resolution amending the Departmental Allocation List for the Planning, Building & Environmental Services Department by adding two 1.0 full-time equivalent (FTE) Environmental Health Specialists and two 1.0 FTE Office Assistant IIs - Limited Term, effective October 1, 2022 through June 30, 2025, with a net increase of two 1.0 FTE and a temporary net increase of two 1.0 FT - Limited Term, and an increase to the County General Fund. [22-1784](#)
- Attachments:** [Resolution](#)

- T. Director of Human Resources requests the following actions regarding County employees: [22-1811](#)

1. Adoption of a resolution approving a Total Tentative Agreement (TTA)* with the Public Service Employees (PSE) and PSE Supervisory Units including salary increases in fiscal years 2022-2023 and 2023-2024 and a one-time payment of \$1,500; and

2. Adoption of a resolution approving salary increases in fiscal years 2022-2023 and 2023-2024 and a one-time payment of \$1,500 for unrepresented Management Non-Classified, Management, and Confidential employees and a \$1,500 lump sum payment to all eligible employees effective October 1, 2022.

*Pending ratification by PSE members, anticipated by September 26, 2022. The TTA will be attached subsequent to ratification.

Attachments: [Resolution](#)
[Resolution](#)
[Total Tentative Agreement](#)

Information Technology Services – Division of CEO’s Office

- U. Chief Information Officer requests the following: [22-1725](#)
1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms.

Attachments: [ITS Donation List](#)

Probation

- V. Chief Probation Officer requests approval of and authorization for the Chair to sign Agreement No. 230081B with Aldea Children and Family Services for a maximum of \$262,000 for the term October 1, 2022 through June 30, 2023, to provide therapeutic school-based services to high-risk juvenile court wards and minors. [22-1293](#)

Attachments: [Agreement](#)

Public Works

- W.** Director of Public Works requests the following actions regarding the Juvenile Justice Center Fencing project (4/5 vote required): [22-1746](#)
1. Creation of a new Capital Improvement Project (CIP) (Fund 3000, Org 3000503) for the Juvenile Justice Center Fencing project, PW 22-37 (Project 23019); and
 2. Approval of a Budget Transfer for the following:
 - a. Increase appropriations by \$110,000 in the Criminal Justice Facility Construction budget (Fund 3000, Org 3001500) to transfer to Project 23019 offset by use of its available fund balance; and
 - b. Increase appropriations by \$110,000 in Project 23019 budget offset by transfer from the Criminal Justice Facility Construction budget.
- X.** Director of Public Works requests approval of a Budget Transfer for Berryessa Knoxville Road FLAP 1 as follows: (4/5 vote required): [22-1758](#)
1. Increase appropriations by \$30,000 in Measure T Non-Operating Special Revenue Fund (Fund 2440, Org 1220053) (M-T SRF) offset by use of its available fund balance; and
 2. Increase appropriations by \$30,000 in Berryessa Knoxville Road FLAP 1 Seal Project (Fund 2040, Org 2040500, Project 22027) offset by transfer from M-T SRF.

Attachments: [Budget Summary](#)

Recorder/County Clerk

- Y.** Assessor-Recorder-County Clerk requests approval of and authorization for the Chair to sign Addendum No. 17 to Agreement No. 170547B with the California Department of Justice increasing the amount by \$1,490 for a new maximum of \$27,327 and extending the term through June 30, 2023 for cost-sharing in a statewide Electronic Recording Delivery System (ERDS). [22-1678](#)

Attachments: [Agreement](#)
[Attachment A](#)

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

- Z.** Risk and Emergency Services Manager requests approval of a Budget Transfer increasing appropriations in the Emergency Services Grants subdivision budget by \$49,988 with offsetting revenues from federally funded 2020 Homeland Security Grant Program (HSGP) re-budgeted from FY2021-22 for the purchase of cybersecurity software for the City of Napa and personal protective equipment for County Fire. (4/5 vote required) [22-1739](#)
- AA.** Risk and Emergency Services Manager requests adoption a Resolution authorizing specified County officials to execute applications and related documents required to obtain federal and/or state financial assistance in connection with these disaster incidents and those that might arise in the future. [22-1764](#)

Attachments: [Resolution](#)

University of California Cooperative Extension

- AB.** UC Cooperative Extension Napa requests the approval and authorization for the Chair to sign Agreement No. 230181B between the County of Napa and The Regents of the University of California to enter into a Cost-Sharing Agreement for a maximum/annual contract amount of \$115,000 for the term July 1, 2022 through June 30, 2023 to support the work of a UCCE Project Scientist specializing in Water Resources and Resiliency. [22-1727](#)

Attachments: [Agreement](#)

- 8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**
- 9. PUBLIC COMMENT**
(for all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts as shown on page 1)
- 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**
- 11. ADMINISTRATIVE ITEMS**
- 12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS**
- 13. SET MATTERS OR PUBLIC HEARINGS**
- 14. LEGISLATIVE ITEMS**
- 15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS**
- 16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS**
- 17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS**

18. CLOSED SESSION

- A. PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1)) [22-1782](#)
Title: Interim County Executive Officer
- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [22-1806](#)
Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (2 matters)
- C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION [22-1812](#)
(Government Code Section 54956.9(d)(1))
Name of case: City of Long Beach et al. v. Monsanto Company et al.
US District Court Case No. 2:16-cv-03493-FMO-AS (class-action)

19. ADJOURNMENT**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,
OCTOBER 4, 2022 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, SEPTEMBER 23, 2022 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1785

TO: Board of Supervisors
FROM: Becky Craig - Acting County Executive Officer
REPORT BY: Anthony Williams - Board Clerk II
SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the September 13, 2022 regular meeting.

EXECUTIVE SUMMARY

Clerk of the Board requests approval of minutes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Clerk of the Board requests approval of minutes from the September 13, 2022 regular meeting.



Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

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

Tuesday, September 13, 2022

9:00 AM

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

***Consolidated**

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

Present: Chair Ryan Gregory, Supervisors Diane Dillon, Alfredo Pedroza, Belia Ramos, and Vice Chair Brad Wagenknecht. The meeting was called to order by Chair Ryan Gregory.

2. **PLEDGE OF ALLEGIANCE**

Chair Ryan Gregory led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the August 23, 2022 regular meeting. [22-1674](#)

Correction memorandum provided.

Motion Text: Approve Minutes as amended.

Voting Yes: Pedroza, Dillon, Ramos, Wagenknecht, and Gregory

Recusals: None

Result: Passed

4. **PRESENTATIONS AND COMMENDATIONS**

- A. Director of Human Resources to introduce new County employees. [22-1698](#)

Director of Human Resources Christine Briceño introduced the new County of Napa employees.

- B. Presentation of a proclamation to Amanda Jones, Assistant Deputy Director of Alcohol and Drug Services, declaring September 2022 as "National Recovery Month" in Napa County. [22-1632](#)

Chair Ryan Gregory presented a proclamation.

Assistant Deputy Director of Alcohol and Drug Services Amanda Jones made presentation.

- C. Presentation of a proclamation to the Napa County Suicide Prevention Council (NCSPC), through NCSPC Chair, Meshanette Johnson-Sims, Mental Health Assistant Deputy Director, and Founding NCSPC Member, Jeni Olsen, Mentis Prevention Director, declaring September 2022 "Suicide Prevention Month" in Napa County. [22-1708](#)

Chair Ryan Gregory presented a proclamation.

Napa County Suicide Prevention Council Chair & Mental Health Assistant Deputy Director Meshanette Johnson-Sims along with Founding Napa County Suicide Prevention Council Member & Mentis Prevention Director Jeni Olsen made presentation.

Six (6) people spoke during public comment.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

Fire Chief Jason Martin provided an update on ongoing Cal Fire operations.

6. CONSENT ITEMS - SPECIAL DISTRICTS

Motion Text: Approve Special Districts Consent Calendar.
Voting Yes: Ramos, Wagenknecht, Dillon, Pedroza, and Gregory
Recusals: None
Result: Passed

Napa County Housing Authority

- A. Director of Housing and Homeless Services requests approval of a Budget Adjustment increasing appropriations in Household Expense for each of the Farmworker Centers (5060-5060501, 5060-5060502, 5060-5060503) for a total of \$9,800, offset by increase in Donations/Contributions to purchase kitchen equipment. (4/5 vote required) [22-1578](#)
- B. Auditor-Controller requests the acceptance of the internal audit quarterly monitoring report to the Napa County Housing Authority for the quarter ended June 30, 2022. [22-1607](#)

Napa Berryessa Resort Improvement District

- C. District Engineer requests approval of plans and specifications for the Wastewater Pond No. 2 Slide Repair Project, NB 22-01, authorization to advertise for sealed bids. [22-1672](#)

Silverado Community Services District

- D. Director of Public Works/District Manager requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 230085B (SCSD) with Sanchez Brothers Landscape, Inc., a California "S" Corporation, for a maximum of \$100,000 for the term July 1, 2022 through June 30, 2023, with an automatic rollover at the end of each fiscal year not to exceed two additional years, to provide landscape and irrigation maintenance services for the Silverado Community Services District. [22-1633](#)

Enactment No: A-230085B Amend. 1 (SCSD)

7. CONSENT ITEMS

Items 7M and 7AD were pulled for discussion. See Item 8.

Motion Text: Approve Consent Calendar as amended.

Voting Yes: Pedroza, Wagenknecht, Dillon, Ramos, and Gregory

Recusals: None

Result: Passed

Agricultural Commissioner

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign renewals for the following Agreements: [22-1681](#)
1. Agreement No. 200286B with the California Department of Food & Agriculture (CDFA) for a maximum of \$20,497 for the term October 1, 2022 through June 30, 2023 for reimbursement of expenditures associated with placing and inspecting traps for the detection of Asian Citrus Psyllid (ACP); and
 2. Agreement No. 170909B with CDFA for a maximum of \$500 for the term July 1, 2022 through June 30, 2023 for activities related to the performance of nursery inspections and enforcement work.

Enactment No: A-200286B; A-170909B

Auditor-Controller

- B. Auditor-Controller requests adoption of a Resolution establishing the Napa County tax rates for the Fiscal Year 2022-23 Secured Tax Roll. [22-1561](#)

Enactment No: R-2022-121

Corrections

- C. Director of Corrections requests approval of and authorization for the Chair to sign Agreement No. 230117B with Mark Clementi, Ph.D. for a maximum of \$20,000 for the term July 1 2022, through June 30, 2023, with two automatic annual renewals for pre-employment psychological evaluations on prospective employees of the Napa County Department of Corrections. [22-1629](#)

Enactment No: A-230117B

- D. Director of Corrections requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 200188B with Western State Design extending the term of the agreement to June 30, 2025 with the same contract maximum of \$20,000 for maintenance of commercial laundry equipment. [22-1630](#)

Enactment No: A-200188B Amend.1

County Executive Office

- E. Acting County Executive Officer requests the appointments of Kristine Coryell and Anne Payne to represent Napa County on the Napa/Solano Area Agency on Aging Advisory Council, with the terms of office to commence immediately and expire April 30, 2023. [22-1623](#)
- F. Acting County Executive Officer requests authorization for out of state travel for Supervisor Diane Dillon to Washington, D.C. from September 18, 2022 to September 23, 2022, to attend the Rural County Representatives of California (RCRC) Lobbying Trip at no cost to the County. [22-1685](#)

District Attorney

- G. District Attorney requests approval of and authorization for the Chair to sign Agreement No. 230097B with American Medical Response West (AMR) in the annual maximum amount of \$80,000 per fiscal year, for the term July 1, 2022 through June 30, 2027 to provide blood sample collection services for law enforcement agencies in Napa County. [22-1311](#)

Enactment No: A-230097B

- H. District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance authorizing the District Attorney to apply for and sign grant Subaward documents with the California Office of Emergency Services in the anticipated amount of \$246,132 for the term of January 1, 2023 through December 31, 2023 for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program. [22-1655](#)

Enactment No: A-8655B

- I. District Attorney requests approval of and authorization for the Chair to sign a Certification of Assurance of Compliance document that authorizes the District Attorney to apply for and sign grant Subaward documents with the California Office of Emergency Services in the anticipated amount of \$197,122 for the term of January 1, 2023 through December 31, 2023 for the County Victim Services (XC) Program. [22-1656](#)

Enactment No: A-8656B

- J. District Attorney requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200141B with Romeo C. Blanquera, CPA, INC. to increase the maximum compensation to the amount of \$7,000 per fiscal year, for the term July 1, 2022 through December 31, 2025 to provide external audit services for the Workers' Compensation and Automobile Insurance Fraud programs. [22-1658](#)

Enactment No: A-200141B Amend. 2

Health and Human Services Agency

- K. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230095B with LexisNexis Risk & Information Analytics Group, Inc. (LexisNexis), for a maximum amount not to exceed \$20,000 for the term July 1, 2022, through June 30, 2023, to provide licenses for prescribed people searches for use in multiple divisions within HHSA to obtain necessary information in accordance with program mandates. [22-1411](#)

Enactment No: A-230095B

- L. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230086B with Shared Vision Consultants, Inc. (Shared Vision), in the amount of \$95,000 with the term commencing upon approval through June 30, 2023, in order to provide consulting services to the Child Welfare Services (CWS) division as part of a multi-year initiative to create and update a comprehensive suite of written policies and procedures to ensure ongoing compliance with program and service mandates. [22-1496](#)

Enactment No: A-230086B

- M. Director of Health and Human Services Agency (HHSA) requests adoption of a Resolution approving the County's Mental Health Service Act (MHSA) Fiscal Year 2022-2023 Annual Update to the Three Year Plan for Fiscal Year 2020-2021 to Fiscal Year 2022-2023. [22-1628](#)

Item pulled for discussion. See Item 8.

Enactment No: R-2022-122

- N. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210062B with Mentis, Inc., for a maximum of \$274,018 for Fiscal Year 2022-2023, and each subsequent automatic renewal, for the provision of mental health services under the Satellite Housing Program for the Mental Health division of HHSA. [22-1641](#)
- Enactment No: A-210062B Amend. 2**
- O. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to terminate the current Agreement No. 170738B with Mentis, Inc. for a maximum of \$62,586; and sign a new Agreement No. 230135B with Mentis, Inc. for a maximum of \$85,186 for the Fiscal Year 2022-2023, and each subsequent automatic renewal, for the provision of specialty mental health services for seriously mentally ill adults in a supportive permanent living environment. [22-1642](#)
- Enactment No: A-230135B**
- P. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210357B with Napa County Office of Education (NCOE) Student Assistance Program (SAP), for a new contract maximum of \$80,000 for the Fiscal Year 2022-2023, and each subsequent automatic renewal, and updating Exhibits A and B, in order to support the Student Assistance Programs in Court and Community Schools. [22-1644](#)
- Enactment No: A-210357B Amend. 1**
- Q. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign the following Amendments with Progress Foundation Inc.: [22-1710](#)
1. Amendment No. 1 to Agreement No. 220003B, for a new contract maximum of \$841,180 and update Exhibits A and B for the Fiscal Year 2022-2023, and each subsequent automatic renewal, to provide transitional residential mental health treatment services at the Bella House facility; and
 2. Amendment No. 1 to Agreement No. 220004B, for a new contract maximum of \$1,073,068 and update Exhibits A and B for the Fiscal Year 2022-2023, and each subsequent automatic renewal, to provide mental health crisis residential services at the Progress Place facility.
- Enactment No: A-220003B Amend. 1; A-220004B Amend. 1**

- R. Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign the Acceptance of an Award from the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) in the amount of \$6,935 for the Fiscal Year 2022-2023 to support tuberculosis prevention and control activities. [22-1723](#)

Enactment No: A-230136B

- S. Director of Health and Human Services Agency (HHSA) and Director of Public Works request approval of and authorization for the Chair to sign the following items with Innovative Health Solutions related to continuing to provide nutritional education, located at 2751 Napa Valley Corporate Drive, Building B: [22-1737](#)
1. Amendment No. 3 to Agreement No. 200128B, increasing the contract by \$23,885 to a new contract maximum of \$157,237, and extending the term of the Agreement from September 30, 2022, through September 30, 2023, allowing Innovative Health Solutions to build upon and continue nutrition education and obesity prevention activities from prior grant cycles for the Fiscal Years 2020-2023; and
 2. Amendment No. 1 to Space License Agreement No. 210280B, extending the term to be coterminous with Agreement No. 200128B and any amendments thereto, for use of one (1) cubicle to conduct administrative work and store materials for use in the community and non-exclusive use of pantry, restrooms, parking and conference space, as needed.

Enactment No: A-200128B Amend. 3; A-210280B Amend. 1

Human Resources – Division of CEO's Office

- T. Director of Human Resources and Chief Probation Officer request adoption of a Resolution amending the Departmental Allocation List for the Probation Department, by adding one 1.0 full-time equivalent (FTE) Staff Services Analyst I/II and deleting one 1.0 FTE Staff Services Analyst I, effective September 3, 2022, with no increase in FTE, and a slight impact to the County General Fund. [22-1529](#)

Enactment No: R-2022-123

- U. Director of Human Resources and Director of Health & Human Services Agency (HHSA) request adoption of a Resolution amending the Table and Index of Classes and appropriate personnel policies to reflect the addition of a new Assistant Public Health Officer classification. [22-1647](#)

Enactment No: R-2022-124

- V. Director of Human Resources and Director of Planning, Building & Environmental Services request adoption of a Resolution amending the Table and Index and the Departmental Allocation List for the Planning, Building & Environmental Services Department by adding one 1.0 full-time equivalent (FTE) Senior Plans Examiner, deleting one 1.0 FTE Plans Examiner, and addressing compaction, effective September 17, 2022, with no increase in FTE, and a slight increase to the County General Fund. [22-1650](#)
- Enactment No: R-2022-125**
- W. Director of Human Resources requests adoption of a Resolution approving an adjustment for a certain management classifications, effective August 6, 2022. [22-1686](#)
- Enactment No: R-2022-126**
- X. Director of Human Resources requests adoption of a Resolution amending Napa County Policy Manual Part I: Section 37C-3, Management Compensation Plan - Management Non-Classified (Other), effective August 1, 2022, to include the Risk & Emergency Services Manager in Attachment 1, Part B. [22-1692](#)
- Enactment No: R-2022-127**
- Y. Director of Human Resources and Assessor-Recorder-County Clerk request adoption of a Resolution amending the Departmental Allocation List for the Assessor, Recorder, County Clerk Department's Elections Division by adding one 1.0 full-time equivalent (FTE) Election Services Assistant I/II/III, and deleting one 1.0 FTE Assessment Records Assistant I/II, effective September 17, 2022, with no increase in FTE, and a slight increase to the County General Fund. [22-1696](#)
- Enactment No: R-2022-128**
- Z. Director of Human Resources and Director of Health and Human Services Agency request adoption of a Resolution amending the Departmental Allocation List for the Health and Human Services Agency, by adding three 1.0 FTE Child Protective Services Worker I/II - Limited Term, effective September 17, 2022, through June 30, 2024, with a temporary net increase of three full-time equivalents, and no impact to the County General Fund. [22-1697](#)
- Enactment No: R-2022-129**
- AA. Director of Human Resources and Acting County Executive Officer requests adoption of a Resolution amending the Table and Index of Classes effective September 17, 2022. [22-1722](#)
- Enactment No: R-2022-130**

Information Technology Services – Division of CEO’s Office

- AB. Chief Information Officer and Director of Library Services and Community Outreach request the approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 210353B with CBG Communications, Inc., increasing the amount by \$50,000 for a new maximum of \$148,150 to provide continued Broadband consulting services. [22-1679](#)

Enactment No: A-210353B Amend. 2

- AC. Chief Information Officer requests the approval of and authorization for the Chair to sign Agreement No. 230098B and Master Terms and Conditions with Naviant, Inc., for a maximum of \$7,760 for the term of September 13, 2022, through June 30, 2023, to complete Phase 1 research in determining number of documents affected by file type error. [22-1712](#)

Enactment No: A-230098B

Planning, Building and Environmental Services (PBES)

- AD. Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign the following grant agreements for the term July 1, 2022, through June 30, 2023, for a total of \$41,125 pursuant to recommendations by the Wildlife Conservation Commission: [22-1622](#)

1. Agreement No. 230126B for \$10,000 with Napa-Solano Audubon Society in support of an Education Coordinator;
2. Agreement No. 230127B for \$10,375 with Napa County Resource Conservation District to provide technical assistance related to planting programs supporting western monarch butterfly habitat;
3. Agreement No. 230128B for \$10,375 with Napa Wildlife Rescue in support of a Wildlife Rehabilitation Technician/ Education Assistant; and
4. Agreement No. 230129B for \$10,375 with Land Trust of Napa County for habitat enhancement for California red-legged frog and removal of invasive goat grass at the Wragg Ridge Preserve.

Item pulled for discussion. See Item 8.

Enactment No: A-230126B; A-230127B; A-230128B; A-230129B

Public Works

- AE. Director of Public Works requests authorization for the Chair to sign a Quitclaim Deed releasing the County’s interest in and to Parrett Field (College Airport) as specified in the Recordable Memorandum of Agreement that terminated in March 2010. [22-1460](#)

- AF. Director of Public Works requests the following actions regarding the 2022 Annual Guardrail Repair, RDS 22-06: [22-1616](#)
1. Award of the construction contract for the “2022 Annual Guardrail Repair, RDS 22-06” to Dirt & Aggregate Interchange, for their low base bid and additive alternate bid of \$342,642 and authorize the Chair to sign the construction contract;
 2. Creation of a new Roads Capital Improvement Project (CIP) Budget for 2022 Annual Guardrail Repair, RDS 22-06 (Fund 2040, Org 2040500, Project 22032); and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$500,000 in the SB-1 Non-Operating Special Revenue Fund (Fund 2440, Org 1220052, SB1-SRF) offset by use of its available fund balance; and
 - b. Increase appropriations by \$500,000 in Project 22032 (2022 Annual Guardrail Repair, RDS 22-06) budget offset by an increase in revenue from the transfer from the SB-1 SRF budget.
- AG. Director of Public Works requests the following actions regarding the Whitehall Lane Bridges Repair Project, RDS 20-31 and RDS 20-32: [22-1634](#)
1. Award of a contract to Ashron Construction of Galt, California for their low base bid of \$55,000 and authorize the Chair to sign the construction contract for the Whitehall Lane Bridges Repair Project; and
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$30,000 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000) with the use of its available fund balance; and
 - b. Increase appropriations by \$30,000 in Whitehall Lane Bridge Repair Project, MPM 0.6 (Fund 2040, Org 2040500, Project R8220) offset by an increase in revenue from the transfer from the ACO budget.

- AH. Director of Public Works requests the following for the “Silverado Trail Striping Project” RDS 20-02 Federal Project #HSIPL 5921 (080) [22-1635](#)
Project:
1. Adoption of a Resolution authorizing the Public Works Director or designee to sign California Department of Transportation (Caltrans) Program Supplement Agreement to administer Agency-State Agreement No 04-5921F056RES1, RDS 20-02, Federal Project Number: HSIPL 5921 (080);
 2. Award of the contract to Central Striping Service, Inc. of Rancho Cordova, California for their low base bid of \$738,857, and authorization for the Chair to sign the construction contract; and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$997,458 in the Accumulated Capital Outlay (ACO) budget (Fund 3000, Org 3000000), to transfer to Project 19016 (Fund 2040, Org 2040500) offset by use of its available fund balance; and
 - b. Increase appropriations by \$997,458 in Project 19016 (Silverado Trail Striping Project) budget offset by an increase in revenue from the transfer from the ACO budget.
- Enactment No: R-2022-131**
- AI. Director of Public Works requests revising the currently executed Contract for Construction for the "Spanish Flat Equipment Yard Repair Project", RDS 20-53, Napa County Agreement Number 220358B, which would decrease the amount from \$211,932 to \$127,082 due to a reduced scope of work through a deductive contract change order. [22-1677](#)
- AJ. Director of Public Works request the following actions regarding the Capell Valley Fire Station project: [22-1683](#)
1. Creation of a new Capital Improvement project (CIP) within the Fire Capital Projects Budget (Fund 2100, Org 2100500) for Capell Valley Fire Station, PW 22-35 (Project 23017); and
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriation by \$120,000 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000) with the use of its available fund balance; and
 - b. Increase appropriations by \$120,000 in Project 23017 offset by an increase in revenue from the transfer from the ACO Budget.

- AK. Director of Public Works requests the following actions regarding the South Campus HHSA Children Welfare Services Safety and Security Modification Project: [22-1693](#)
1. Award of the contract for the "South Campus HHSA Children Welfare Services Safety and Security Modifications Project", PW 21-28 to Pinguelo Construction, Inc. of Fairfield, California, for their low base bid of \$221,800, and authorization for the Chair to sign the construction contract; and
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$173,288 in the HHSA CWS Administration Fund (Fund 2000, Org 2000400) with the use of available fund balance; and
 - b. Increase appropriations by \$173,288 in Project 22020, (Fund 3000, Org 3000504), PW 21-28 offset by transfer from the HHSA CWS Administration Fund.
- AL. Director of Public Works Request the following actions regarding the South Campus Building 4 HVAC Upgrades project: [22-1694](#)
1. Creation of a new Capital Improvement Project (CIP) within the Public Works Capital Improvement Program (Fund 3000, Org 3000504) for the South Campus Building 4 HVAC Upgrades, PW 23-10 (Project 23018); and
 2. Approval of and authorization for the Chair to sign Agreement No. 230155B with YEI Engineers Inc. for a maximum of \$234,827 for project design and construction support for the South Campus Building 4 HVAC Upgrades Project; and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$270,000 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000) with the use of its available fund balance; and
 - b. Increase appropriations by \$270,000 in Project 23018 offset by an increase in revenue from the transfer from the ACO Budget.

Enactment No: A-230155B

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

AM. Acting County Executive Officer and Risk/Emergency Services Manager request the following actions regarding Fiscal Year 2019 Public Safety Power Shutoff (PSPS) Resiliency Allocation grant funding: [22-1640](#)

1. Approval of a Budget Transfer increasing appropriations for the Emergency Services (Fund 1000, Org 1024000) budget by \$38,569 with offsetting revenues from the federally funded FY2019 Public Safety Power Shutoffs (PSPS) Resiliency Allocations Agreement (4/5 vote required); and
2. Establishment of a capital asset in the amount of \$38,569 for the purchase of three (3) Wanco Compact Diesel Light Towers for the Roads Department to use during emergency situations where the loss of power and lighting has been impacted.

Sheriff

AN. Sheriff requests the following actions regarding law enforcement services for the City of American Canyon: [22-1197](#)

1. Approval of and authorization for the Chair to sign Amendment No. 18 to Revenue Agreement No. 200005B with the City of American Canyon, increasing the amount by \$520,057 through June 30, 2024 for a new maximum of \$36,709,834 over the five (5) year term to add one (1) Lieutenant to the contracted staff for law enforcement services; and
2. Approval of a Budget Transfer in the Sheriff’s Operations Budget (1000-1360000) increasing appropriations by \$165,497 in expense account Salaries and Wages (51100) offset by a commensurate increase in revenue account Charges for Services - American Canyon (46810). (4/5 vote required)

Enactment No: A-200005B Amend. 18

AO. Sheriff requests approval of and authorization for the Chair to sign Amendment No. 8 to Cooperative Joint Powers Dispatching Services Agreement No. 170779B with the City of Napa increasing the amount over two years by \$348,532 for a new maximum of \$4,669,534, extending the term through June 30, 2024, for emergency dispatch services and a new Records Management System. [22-1398](#)

Enactment No: A-170779B Amend. 8

AP. Sheriff requests the following actions regarding the purchase of a motorcycle for the Off-Highway Vehicle Team:

[22-1620](#)

1. A revision of the Schedule of Approved Capital Assets in the Adopted Budget for Fiscal Year 2022-2023 in the amount of \$900 to increase the replacement motorcycle cost to \$8,900; and
2. Approval of a Budget Transfer in Sheriff's Operations budget (1000-1360000) increasing appropriations by \$900 in Equipment expense (55400) offset by a commensurate decrease in Law Enforcement Supplies (53620). (4/5 vote required)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 7M

Supervisor Diane Dillon provided comments.

Director of Health and Human Services Agency Jennifer Yasumoto responded to comments.

Discussion held.

Motion Text: Adopt the Resolution.

Voting Yes: Dillon, Wagenknecht, Pedroza, Ramos, and Gregory

Recusals: None

Result: Passed

- 7AD

Supervisor Diane Dillon provided comments.

Motion Text: Approve requested actions.

Voting Yes: Pedroza, Wagenknecht, Dillon, Ramos, and Gregory

Recusals: None

Result: Passed

9. PUBLIC COMMENT

Eleven (11) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None

11. ADMINISTRATIVE ITEMS

County Executive Office

- A. Acting County Executive Officer will provide a report on pending future agenda items requested at the Board meeting of August 23, 2022 and will request discussion and direction. [22-1648](#)

Acting County Executive Officer Becky Craig made presentation.

Discussion held.

The Board directed staff to bring back an agenda item for a presentation of the School Walk Audit prepared by the Napa County Safe Routes Program and will review various County Fire Department topics when their Cooperative Agreement is discussed at the October 18, 2022 Board meeting. Discussed the need to publicly report on a personnel matter.

Motion Text: Direct staff to return with a report out of disclosable information at the conclusion of an investigation pertaining to a recording of a department meeting.

Voting Yes: Dillon, Pedroza, Ramos, Wagenknecht, and Gregory

Recusals: None

Result: Passed

Housing and Homeless Services – Division of CEO's Office

- B. Director of Housing & Homeless Services request approval of and [22-1544](#)
authorization for the Chair to sign a Cooperative Joint Powers Homeless Services Agreement rescinding and replacing Agreement No. 180225B, with the City of Napa, with an annual agreement maximum of \$765,000 for the term July 1, 2022 through June 30, 2025.

Director of Housing and Homeless Services Jennifer Palmer made presentation.

Discussion held.

Motion Text: Approve requested action.

Voting Yes: Wagenknecht, Dillon, Pedroza, Ramos, and Gregory

Recusals: None

Result: Passed

Enactment No: A-230160B

Human Resources – Division of CEO’s Office

- C. Director of Human Resources will present and seek direction regarding the recruitment process for County Counsel. [22-1700](#)

Director of Human Resources Christine Briceño made presentation.

Discussion held.

Motion Text: Request the Chair and Vice Chair to participate in the recruitment process with Human Resources.

Voting Yes: Ramos, Dillon, Pedroza, Wagenknecht, and Gregory

Recusals: None

Result: Passed

Planning, Building and Environmental Services (PBES)

- D. Director of Planning, Building and Environmental Services and Deputy Fire Chief to provide information on the adopted State Minimum Fire Safe Regulations, 2021. [22-1680](#)

Deputy Director of Planning, Building, and Environmental Services Patrick Ryan made presentation.

Director of Planning, Building, and Environmental Services David Morrison made presentation.

Cal Fire Chief Jason Martin made presentation.

Discussion held.

Seven (7) people spoke during public comment.

Direction provided to staff.

University of California Cooperative Extension

- E. UC Cooperative Extension requests adoption of a Resolution: [22-1690](#)
1. Declaring a State of Local Emergency due to pervasive tree mortality;
 2. Requesting the Governor to proclaim a State of Emergency in Napa County due to pervasive tree mortality;
 3. Requesting the Governor seek federal designation of tree mortality areas in Napa County to address insect threats on federal land; and
 4. Requesting the Governor seek a Presidential Declaration of Emergency or Major Disaster in Napa County due to pervasive tree mortality.

Director of UC Cooperative Extension David Lewis made presentation.

Discussion held.

Two (2) people spoke during public comment.

Motion Text:	Adopt the Resolution.
Voting Yes:	Dillon, Ramos, Pedroza, Wagenknecht, and Gregory
Recusals:	None
Result:	Passed
Enactment No:	R-2022-132

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

Planning, Building and Environmental Services (PBES)

A. PUBLIC HEARING 9:00 AM

[22-1542](#)

Director of Planning, Building and Environmental Services requests adoption of a Resolution updating the fees in Part III, Section 117.020-Solid Waste Fees of the Board Policy Manual, “Fees for Services Provided by County Departments and Agencies” and making clarifying non-substantive edits to Part III, Sections 117.010 and 117.030 that do not affect the fees therein.

Planning, Building and Environmental Services Solid Waste Program Manager Peter Ex made presentation.

Opened the public hearing.

Discussion held.

Closed the public hearing.

Motion Text: Adopt the Resolution.

Voting Yes: Pedroza, Wagenknecht, Dillon, Ramos, and Gregory

Recusals: None

Result: Passed

Enactment No: R-2022-133

County Executive Office

B. SET MATTER 9:30 AM

[22-1711](#)

Acting County Executive Officer requests the following actions:

1. Authorize the Acting CEO to negotiate and execute an agreement with the Napa Valley Unified School District (NVUSD) for NVUSD to forego negotiations with any other party for the sale of the former Stonebridge School property, for a limited time while the County conducts an appraisal and a Phase I environmental assessment of the property; and
2. Authorize an appraisal and a Phase I environmental assessment be prepared for the former Stonebridge School property, located at 1680 Los Carneros Avenue (APN: 047-182-011), contingent on the prior execution of the agreement in Action Item No. 1 above; and
3. Create a new Capital Improvement Project (CIP) within the Public Works Capital Improvement Program (Fund 3000, Org 3000550) for the Carneros School Property Project (Project 23020), contingent on the prior execution of the agreement in Action Item No. 1 above; and
4. Approval of a Budget Adjustment for the following (4/5 vote required), contingent on the prior execution of the agreement in Action Item No. 1 above:
 - a. Increase appropriations by \$35,000 in Capital Improvement Fund (Fund 3000, Org 3000000) with the use of its available fund balance; and
 - b. Increase appropriations by \$35,000 in Project 23020 offset by the increase in revenue from the transfer from the Capital Improvement Fund Budget.

Acting County Executive Officer Becky Craig made presentation.

Eleven (11) people spoke during public comment.

Discussion held.

Motion Text:	Direct the Ad Hoc Committee of Vice Chair Brad Wagenknecht and Supervisor Alfredo Pedroza to supervise the process of obtaining a comparative market analysis that includes a feasible approach to assess the aspects of the property, subject to an Exclusive Negotiating Agreement with the NVUSD.
Voting Yes:	Dillon, Wagenknecht, Pedroza, Ramos, and Gregory
Recusals:	None
Result:	Passed

Planning, Building and Environmental Services (PBES)

C. PUBLIC HEARING 10:00 AM

[22-1494](#)

MEADOWOOD RESORT, LLC, MEADOWOOD ASSOCIATES, A LIMITED PARTNERSHIP & HMS VINEYARDS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY / MEADOWOOD NAPA VALLEY REHABILITATION PROJECT / USE PERMIT MINOR MODIFICATION NO. P21-00211-MOD & DEVELOPMENT AGREEMENT

(1) First reading and intention to adopt an Ordinance approving the Development Agreement between Meadowood Resort, LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards, LLC a Limited Liability Partnership, and Napa County; (2) Consider the Planning Commission's recommendations to approve the Meadowood Napa Valley Rehabilitation Project Use Permit Minor Modification No. P21-00211-MOD and the conditions of approval; (3) Find the project Statutorily and Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to a statutory exemption to repair, restore, demolish, or replace property or facilities damaged by a disaster (Public Resources Code § 21080(b)(3)); an exemption for a project that is consistent with a Community Plan, General Plan, or Zoning Code (CEQA Guidelines § 15183); and categorical exemptions for Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction of Existing Structures of Facilities), and Class 3 (Construction of New Small Facilities or Structures) types of projects (CEQA Guidelines §§ 15301, 15302 & 15303); and an exemption under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, otherwise known as the “Common Sense Exemption” (CEQA Guidelines § 15061(b)(3)). It has been determined that this type of project does not have a significant effect on the environment and is exempt from CEQA under the aforementioned exemptions pursuant to Napa County’s Local Procedures for Implementing CEQA and the CEQA Guidelines; and (4) Approve the Meadowood Napa Valley Rehabilitation Project Use Permit Minor Modification No. P21-00211-MOD subject to the recommended conditions of approval.

The project consists of the rebuilding and rehabilitating of Meadowood Napa Valley and a Development Agreement. The project is generally located at 900 Meadowood Lane (Assessor Parcel Nos. 025-080-032, -033, -034, -035, and -036; “Resort Property”) and 1030 Silverado Trail, St. Helena, California (Assessor Parcel Nos. 025-110-049, -050, -064, -065, and -066 and 025-120-007; “NV Reserve Property” and together with the Resort Property, the “Property”). The Resort Property is within the Planned Development (PD) Zoning District and the NV Reserve Property is within the Agricultural Watershed Zoning District. The entirety of the Property is within the Agriculture, Watershed, and Open

Space general plan designation.

Chair Ryan Gregory opened the Public Hearing.

The Board of Supervisors provided their disclosures.

Planning, Building and Environmental Services Supervising Planner Sean Trippi made presentation.

Meadowood Representative Chris Birdwell made presentation.

SWA Master Planning & Landscape Architecture Principal Joe Runco made presentation.

Meadowood Director of Property Services Paul Asmuth made presentation.

One (1) person spoke during public comment.

Discussion held.

Chair Ryan Gregory closed the Public Hearing.

Motion Text: Approve the requested actions.

Voting Yes: Dillon, Ramos, Pedroza, Wagenknecht, and Gregory

Recusals: None

Result: Passed

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

None

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

None

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. SET MATTER 11:30 AM - CONFERENCE WITH LABOR NEGOTIATORS [22-1546](#)
(Government Code Section 54957.6)

Agency Designated Representatives:

Christine Briceño, Director of Human Resources

Employee Organization: SEIU Local 1021 - NAPE (Public Services

Employee Unit and Supervisory Unit of the County of Napa)

Deputy Sheriffs' Association - Law Enforcement Unit

Deputy Sheriffs' Association - Law Enforcement Supervisory Unit

Napa County Probation Professionals' Association

Napa County Probation Professionals' Association - Supervisory Unit

NAPE (Public Services Employee Unit and Supervisory Unit of the County of Napa) Unrepresented Employees: Non-Classified, Management and

Confidential Employees of the County of Napa (Excluding Elected Officials)

No reportable action.

- B. SET MATTER 11:45 AM - CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8) [22-1734](#)

Property: Napa County Fairgrounds, Calistoga, California (APNs

011-140-006, 011-140-007, 011-140-056, 011-140-009, and 011-140-055)

Agency Negotiator: Becky Craig, Acting County Executive Officer

Negotiating Parties: Napa County and City of Calistoga

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

No reportable action.

- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [22-1699](#)

Title: Acting County Executive Officer

No reportable action.

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,
TUESDAY, SEPTEMBER 27, 2022 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1798

TO: Board of Supervisors

FROM: Anthony Halstead - Director of Library Services & Community Outreach

REPORT BY: Leah Doyle-Stevens - BOS Staff Assistant

SUBJECT: Proclamation for September 2022 as Library Card Sign-up Month in Napa County

RECOMMENDATION

Presentation of a Proclamation to be received by Anthony Halstead, Director of Library Services & Community Outreach, recognizing September 2022 as "Library Card Sign-up Month" in Napa County.

EXECUTIVE SUMMARY

With four active locations, the Napa County Library provides the residents of the community with library services in the best tradition, maintaining materials dealing with the region's agricultural history while striving to provide materials of current interest. Leaders and members of the community concur that the library holds the ability to serve as a place for the community to grow collectively and come together in times of emergency. The goal of the library is to provide materials, services and programming that is both educational and inspiring, yet provide diversity and awareness for our community: To enrich people's lives with books and information.

Proclaiming September 2022 as "Library Card Sign-up Month" in Napa County celebrates and acknowledges the wealth of resources, services and programs the library has to offer and presents an opportunity for all Napa County residents to visit their local library, sign up for a library card, and learn all that this essential resource has to offer.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Since 1987, National Library Card Sign-up Month has been held each September to mark the beginning of the school year. It is a time when the American Library Association (ALA) and libraries nationwide join together to remind parents, caregivers and students that signing up for a library card is the first step towards academic achievement and lifelong learning.



A Tradition of Stewardship
A Commitment to Service

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Library Card Sign-up Month – September 2022

WHEREAS, libraries are long standing institutions in our community, dedicated to supporting the needs and interests of a broad, diverse population through in-person and remote collections of materials; and

WHEREAS, Napa County recognizes the importance of protecting and investing in our public libraries to create and maintain a more aware and engaged citizenry, promote a greater understanding of each other and the things that unite us. In Fiscal Year 2021/2022, the Napa County Library circulated over 800,000 items to more than 35,000 cardholders and families; and

WHEREAS, libraries have expanded beyond their traditional roles to provide opportunities for residents to explore educational and recreational interests by checking out games, puzzles, instruments, binoculars, telescopes and more; and

WHEREAS, libraries provide access to unbiased information about health, environment, housing, culture and countless other areas to help people live longer, more fulfilled, engaged and productive lives; and

WHEREAS, libraries support equality and social change by providing spaces, programs, technology and access to information for all residents regardless of race, gender, sexual orientation, religion, ability or socio-economic status; and

WHEREAS, libraries partner with an array of outside organizations to provide an expansive range of programs, services and outreach; and

WHEREAS, in times of crisis, emergency or disaster, libraries and library staff play an invaluable role in providing support for the community; and

WHEREAS, libraries are places of joy and opportunity, where people gather to read, connect with one another, and learn new skills for personal enjoyment and professional achievement.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Ryan Gregory, on behalf of the Board of Supervisors, County of Napa, State of California, do hereby designate September as Library Card Signup Month throughout Napa County. I encourage all members of the community to take the opportunity to visit their local library, sign up for a card and learn all that this essential resource has to offer.

Ryan Gregory, Chair
NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1813

TO: Board of Supervisors
FROM: County Executive Office
REPORT BY: Leah Doyle-Stevens - Aide, BOS
SUBJECT: Presentation of a Proclamation recognizing September 2022 as Preparedness Month in Napa County

RECOMMENDATION

Presentation of a Proclamation recognizing September 2022 as “Preparedness Month” in Napa County.

EXECUTIVE SUMMARY

Proclamation to be received by a member of the Napa County Office of Emergency Services.

Launched in 2004, National Preparedness Month is an observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time. Sponsored by the Federal Emergency Management Agency (FEMA), National Preparedness Month encourages everyone to take steps to prepare for emergencies where they live, work, and play.

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

Taking steps toward personal preparedness and ensuring that our households, workplaces, schools, places of worship, and community-based organizations are prepared for any disaster can drastically reduce risk of damage or loss of life, limb and property.



A Tradition of Stewardship
A Commitment to Service

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

Preparedness Month – September 2022

WHEREAS, Preparedness Month is a nationwide observance each September to raise awareness about the importance of preparing for disasters and emergencies that could happen at any time. Sponsored by the Federal Emergency Management Agency (FEMA), National Preparedness Month encourages everyone to take steps to prepare for emergencies where they live, work, and play; and

WHEREAS, taking steps toward personal preparedness and ensuring that our households, workplaces, schools, places of worship, and community-based organizations are prepared for any disaster can drastically reduce risk of damage or loss of life, limb and property; and

WHEREAS, emergency preparedness (and specifically fire readiness) in Napa County is the responsibility of every resident, and all residents are urged to make preparedness a priority and work together to ensure that they, and those around them, are ready for a disaster or emergency of any type; and

WHEREAS, through the County of Napa's Emergency Management Program, [ReadyNapaCounty.org](https://www.readynapacounty.org) provides information, training, and community-wide outreach to residents, businesses, visitors and community organizations to equip themselves and others ahead of, and in the event of, a disaster or emergency. Additionally, the program makes sure the County of Napa's departments have sufficient plans, training, and equipment to respond to all hazards; and

WHEREAS, members of the community are encouraged to take steps toward preparedness by doing these three things:

Be Informed! Know how public officials will alert you during an emergency and sign up for that service. Also, learn what threats and hazards you face in your community, and learn your evacuation zone.

Be Prepared by Planning Ahead! Develop a plan for your family, property and business using [ReadyNapaCounty.org](https://www.readynapacounty.org). Consider how you will communicate, evacuate, and re-unify during a disaster. Take into account any specific needs you or those in your family may have. Develop a go-bag and an emergency kit for yourself and those in your home or business. Get to know your neighbors.

Get Involved and Take Action! Create at least 100ft. of defensible space around your structures. Sign up for the free chipping service, know and abide by building, fire and hazard abatement codes. Use the knowledge you have gained and get involved with Napa CART, CERT, COAD, CVNL, Napa Communities Firewise Foundation, or your local volunteer fire department and help us to encourage others to prepare.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Ryan Gregory, on behalf of the Board of Supervisors, County of Napa, State of California, do hereby designate September as Preparedness Month throughout Napa County. I encourage all members of the community to take the opportunity to visit [Readynapacounty.org](https://www.readynapacounty.org), sign up for alerts, learn all that this essential resource has to offer, and make every effort to be as prepared as possible.

Ryan Gregory, Chair
NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1369

TO: Members of the Governing Board
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Benjamin Sargent - Senior Accountant-Auditor
SUBJECT: 2022-23 Appropriation Limit for Lake Berryessa Resort Improvement District

RECOMMENDATION

Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and revenues subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIII B of the California Constitution.

EXECUTIVE SUMMARY

Article XIII B of the California Constitution requires the Lake Berryessa Resort Improvement District establish an appropriation limit on an annual basis. The attached resolution establishes the appropriations limit and the revenues subject to that limit, using the percentage change in the California per capita personal income from the preceding year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The estimated appropriation limit is considered when preparing the District's Requested Budget.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The appropriation limit is required to be approved each fiscal year.
Consequences if not approved:	Failing to establish an appropriation limit each fiscal year would put the District in violation of the State Constitution.
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 annual appropriation limit is calculated in accordance with Article XIII B of the California Constitution and is the amount the District could spend that is funded by certain taxes and State subventions, while the revenues subject to that limit is the amount of revenues from those sources the District anticipates receiving in the fiscal year. The limit may be adjusted to account for such things as emergencies and is adjusted annually based on changes in the cost of living and population. The limit may also be adjusted by a vote of the electors of a particular local government agency. In certain instances when the revenue subject to the appropriation limit exceeds the limit itself, tax revenues are required to be returned to local taxpayers.

On May 19, 2020, residents held a special election to approve a new four-year appropriations limit base amount for the District. Measure T successfully passed and established the District's new appropriation limit of \$430,000 for fiscal years 2020-21 through 2023-24. The new limit is to be adjusted annually to the extent authorized by Article XIII B, Section 1, for fiscal years 2021-22 through 2023-24.

The Auditor-Controller is requesting approval of a resolution establishing the appropriation limit for fiscal year 2022-23, as approved by the voters and adjusted annually, at \$489,048 with revenues subject to the limit of \$385,520 using the percentage change in the California per capita personal income from the preceding year.




A Tradition of Stewardship
A Commitment to Service

AUDITOR-CONTROLLER INTER-OFFICE MEMO

Date: September 27, 2022

To: Board of Directors

From: Tracy A. Schulze
Auditor-Controller 

Subject: **2022-2023 Appropriations Limit for Lake Berryessa Resort Improvement District**

Article XIII B of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIII B of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIII B requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or
- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 0.99. Therefore, I am recommending the District's appropriations limits be calculated using change in the California per capita personal income from the preceding year.

Cumulative Growth Factor Calculation Detail

California Per Capita Personal Income Calculation				
California per capita personal income change	=	7.55%	+ 1 =	1.07550000
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
Personal Income Growth Factor: 1.0755 multiplied by .99801395 =				1.07336400

Non-residential New Construction Calculation				
Non-Residential New Construction	=	\$ -	+ 1 =	1.00000000
Assessed Value Growth	=	\$ 3,172,623	=	
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
New Construction Growth Factor: 1. multiplied by .99801395 =				0.99801395

Appropriation Limit Calculation Detail		
2021 - 2022 Appropriation Limit	\$	455,622
Multiplied by the Greater Growth Factor		1.07336400
2022 - 2023 Appropriation Limit	\$	<u>489,048</u>

Recommended Board Action

Adopt the attached resolution establishing the appropriation limit for the Lake Berryessa Resort Improvement District using the California Per Capita Personal Income factor indicated above. On May 19, 2020, the District voted a new base limit for fiscal year 2020-2021 of \$430,000, to be adjusted annually through 2023-2024. The appropriation limit and revenue subject to the limit are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
Lake Berryessa Resort Improvement District	\$ 489,048	\$ 385,520

RESOLUTION NO. _____ (LBRID)

**RESOLUTION OF THE GOVERNING BOARD OF THE LAKE
BERRYESSA RESORT IMPROVEMENT DISTRICT,
ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE
DISTRICT FOR THE 2022-2023 FISCAL YEAR**

WHEREAS, Article XIII B of the California Constitution requires each entity of local government to annually establish an appropriations limit; and

WHEREAS, the annual appropriations limit generally cannot exceed the entity's appropriations limit for the prior year as adjusted for the change in the cost of living and the change in population, except as otherwise provided in Article XIII B; and

WHEREAS, section 8(e)(2) of Article XIII B requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction; and

WHEREAS, on May 19, 2020, the voters of the Lake Berryessa Resort Improvement District ("District") approved Measure T, setting the appropriations limit for the District at \$430,000 for fiscal years 2020-2021 through 2023-2024, and which may be compounded and adjusted annually as authorized by section 1 of Article XIII B of the California Constitution;

NOW, THEREFORE, BE IT RESOLVED by the governing board of the Lake Berryessa Resort Improvement District that the appropriations limit and the estimated revenues subject to the limit for the District for fiscal year 2022-2023 are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
Lake Berryessa Resort Improvement District	\$489,048	\$385,520

BE IT FURTHER RESOLVED that in determining the fiscal year 2022-2023 appropriations limit, the percentage change in California per capita personal income from the preceding year was used as the cost-of-living factor for fiscal year 2022-2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the governing board of the Lake Berryessa Resort Improvement District at a regular meeting held on the 27th day of September, 2022, by the following vote:

AYES:	MEMBERS	_____

NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
ABSENT:	MEMBERS	_____

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

RYAN GREGORY
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>September 15, 2022</u> PL Doc. No. 79387</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1652

TO: Members of the Governing Board
FROM: Christopher Silke, District Engineer
REPORT BY: Anna Martinez, Assistant Engineer
SUBJECT: Approval of a Professional Services Agreement with GHD, Inc. for Design Services Related to Sewer Lift Station A Tank Replacement Project, LB 22-03

RECOMMENDATION

District Engineer requests approval of and authorization for the Chair to sign Agreement No. 230149B with GHD, Inc. for a maximum of \$190,674 for the term September 13, 2022 until one year after completion of the scope of services for the Sewer Lift Station A Tank Replacement Project, LB 22-03.

EXECUTIVE SUMMARY

The District received \$800,000 of American Rescue Plan Act (ARPA) funds through a Memorandum of Understanding with Napa County for the replacement of the main wastewater collection and storage tank at Sewer Lift Station A on February 8, 2022. The tank requires replacement due to deterioration of interior and exterior coatings, widespread pit corrosion along the wall panels, and corrosion of the metal roof dome - all caused by long-term sewer gas build-up in the tank above the high water line. A Request for Qualifications / Proposals (RFQ/RFP) solicitation for design services related to the replacement of the tank with a tank more suited to the highly corrosive nature of raw sewage, was publicly advertised on June 21, 2022. Two (2) engineering consultants submitted proposals by the July 28, 2022 deadline. GHD, Inc. ranked highest amongst the proposals submitted. Staff recommends approval of a Professional Services Agreement effective September 13, 2022 and expiring one year following completing the scope of services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 5220, Org 5220500, Project 22014
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The existing tank could become compromised due to extensive pitting and corrosion, and the District could be cited by the Central Valley Regional Water Quality Control Board for unauthorized discharges of raw wastewater.
Is the general fund affected?	No
Future fiscal impact:	Contract terms will likely extend into fiscal year 2023-24 depending on construction schedule following completion of design.
Consequences if not approved:	Extent of damage to the tank will likely worsen costing the District more in potential fines and clean-up if raw wastewater discharges occur.
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 President authorized the American Rescue Plan Act (ARPA) in March 2021 to allocate \$1.9 trillion in stimulus monies across a variety of programs. Of the total, \$350 billion is allocated to state, local, territorial and Tribal governments to enable them to continue to support the public health response and to lay the foundation for a strong and equitable economic recovery. The U.S. Department of the Treasury released Final Interim Rule regulations on May 10, 2021 defining eligible use of ARPA monies that includes investments into water and sewer utility infrastructure. Local Fiscal Recovery (LFR) funds must be obligated by December 31, 2024 with projects completed no later than December 31, 2026. The County of Napa received \$26,755,157 for ARPA appropriations.

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

History of the Collection Tank at Lift Station A:

The original sewer collection tank at Lift Station A, which collects all raw sewage from Unit 2 of the Berryessa Estates subdivision, was installed in 1967. It was constructed of welded steel with a maximum capacity of approximately 50,000 gallons. In the late 1980s/early 1990s, deterioration of the upper tank wall due to corrosion from hydrogen sulfide vapors caused seepage of raw sewage from the upper tank panels requiring the

operational level to be lowered to half the height of the tank. Due to lack of funding for full replacement of the tank, a reduced scope project was approved that required removal of the corroded panels above the reduced operational level - leaving the District with limited sewer collection capacity for growth and or storm events.

The tank was operated at this reduced capacity for over a decade; increased flow as a result of community growth, and also from increased inflow and infiltration (I/I) in the collection system, resulted in multiple overflows from the tank and violations from the Central Valley Regional Board (CVRB). An Administrative Civil Liability Complaint (ACL) that required payment of a fine, was issued and ultimately rescinded, but the District was required to replace the tank with a capacity sufficient to prevent overflows in the future.

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

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

On February 8, 2022, the District and Napa County executed a Memorandum of Understanding (MOU) outlining the terms of the transfer of ARPA funding for the project, and on June 21, 2022, staff publicly advertised an RFQ / RFP engineering services package detailing the scope of work, submittal instructions and deadline for the Sewer Lift Station A Tank Replacement Project. Staff led interested parties on a mandatory site tour of the tank site and responded to questions posed by the two attendees. Both eligible attendees submitted qualifications statements, proposed task order descriptions, client deliverables for the project and a fee proposal under separate envelope. All RFQ / RFP submittals were evaluated and scored by the District Engineer and two Assistant Engineers based on each firms similar project experience, demonstrated understanding of LBRID's technical and management requirements, Project Team credentials and engineering expertise to oversee a successful project. Final deliberations by staff arrived at a decision to recommend the Governing Board approve and enter into an agreement with GHD, Inc. for \$190,674.

A standard Professional Services Agreement has been prepared by District personnel and approved as to form by legal counsel for Board signature to initiate the Lift Station A - Sewer Collection Tank Replacement Project. A CEQA Determination Form will be filed with Napa County Planning, Building and Environmental Services Department declaring the project to be Categorically Exempt, Class 1. Project design plans and specifications are tentatively scheduled for January 2023, with a recommendation for construction contract award presented to the Governing Board in March or April 2023.

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 230149B**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of September, 2022, by and between the LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and GHD, Inc., a California corporation whose business address is 2235 Mercury Water Suite 150, Santa Rosa, CA 95407, hereinafter referred to as “CONTRACTOR.” DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the DISTRICT’s Sewer Lift Station A Collection and Storage Tank is experiencing accelerated corrosion and pitting along the shell wall and roof due to prolonged buildup of sewer gases in the space above the operational high water line; and

WHEREAS, a replacement tank more suited to a raw sewage application is critical to prevent failure of the tank and potential raw sewerage spills into nearby Putah Creek; and

WHEREAS, DISTRICT wishes to obtain specialized services, as authorized by Government Code section 31000 *et seq.*, for geotechnical investigations and design services for the Sewer Lift Station A Tank Replacement Project (Project); and

WHEREAS, on June 21, 2022, DISTRICT issued a Request for Proposals (RFP) for an engineering consultant to provide such services for the Project; and

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

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

TERMS

1. **Term of the Agreement.** The term of this Agreement shall be effective on the date approved by the Governing Board and shall expire one year after completion of the Scope of Services, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the

obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. **Scope of Services.** CONTRACTOR shall provide all services necessary for the design of the Project, as further described in Exhibit "A" and Attachment 1 attached hereto and hereby incorporated by reference.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the scope of services, DISTRICT shall pay CONTRACTOR at the hourly rates set forth in Exhibit "A" and Attachment 2 attached hereto and hereby incorporated by reference.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of One Hundred Ninety Thousand Six Hundred Seventy Four Dollars (\$190,674) for professional services including all transportation expenses and tax; provided, however, that such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to DISTRICT of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit no more than one invoice per month to the District Engineer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following the date of the last signature to this Agreement. A sample invoice showing the level of detail required is attached as Exhibit "C."

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

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

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

6. [reserved]

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

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

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

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

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

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

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

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

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

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

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

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to DISTRICT's Risk Manager. At the option of and upon request by DISTRICT's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, CONTRACTOR shall provide financial assurance to be agreed upon by CONTRACTOR and DISTRICT.

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

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall indemnify, and hold harmless the DISTRICT and its officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of, personal injury (including death), including but not limited to DISTRICT employees, and the public, or damage to the property of any person or entity, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each Party shall notify the other Party immediately in writing of any claim or damage related to activities performed under this Agreement. The Parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either Party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. **Termination for Cause.** If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other Party describing the nature of the breach, the non-defaulting Party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting Party in the manner set forth in Paragraph 13 (Notices). The DISTRICT's Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for cause.

10. **Other Termination.** This Agreement may be terminated by either Party for any reason and at any time by giving prior written notice of such termination to the other Party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by DISTRICT unless an opportunity for consultation is provided prior to the effective date of the termination. DISTRICT hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of DISTRICT for the convenience of DISTRICT.

11. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a Party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to DISTRICT, DISTRICT shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains DISTRICT data on those portions of digital software hosted by CONTRACTOR and not controlled by DISTRICT ("DISTRICT data"), CONTRACTOR shall promptly return DISTRICT data to DISTRICT Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge DISTRICT data from CONTRACTOR's systems upon confirmation from DISTRICT that the copy of the data provided to DISTRICT is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of DISTRICT, the property of and shall be promptly returned to DISTRICT, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only DISTRICT shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that DISTRICT shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which DISTRICT is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to DISTRICT or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by DISTRICT for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to DISTRICT.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and DISTRICT may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to DISTRICT from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

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

CONTRACTOR
GHD, Inc.
Alex Culick, P.E.
Principal
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407

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

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

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment," which is found in the Napa County Policy Manual Part I, Section 37K.

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

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

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

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

16. No Assignments or Subcontracts.

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

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

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only DISTRICT, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by DISTRICT under this agreement will not exceed \$73,400), or through its Governing Board (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services in section 2 of this Agreement. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. Interpretation; Venue.

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

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

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

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

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

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

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

other applicable taxes or amounts, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes or withholdings on those earnings.

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

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

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The Parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to DISTRICT and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as DISTRICT may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of DISTRICT relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, DISTRICT may terminate this Agreement immediately upon giving written notice without further obligation by DISTRICT to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that DISTRICT has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. By executing this Agreement, the District Engineer is confirming the Scope of Services does not trigger a requirement for CONTRACTOR to file a statement of economic interests.

24. **Warranty.** CONTRACTOR shall perform the services consistent with the level of care, diligence, and skill ordinarily exercised by professional consultants performing the same or similar services under the same or similar circumstances at the same time and geographic location that the services are provided by CONTRACTOR.

25. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.
26. **Attorney's Fees.** In the event that either Party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing Party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.
27. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
28. **ARPA Conditions.** This Agreement is funded in whole or in part with federal Coronavirus State and Local Fiscal Recovery Funds received by the DISTRICT through the American Rescue Plan Act (ARPA). CONTRACTOR shall comply with the special terms and conditions set forth in Exhibit "D," attached hereto and hereby incorporated by reference. CONTRACTOR shall further require any subcontractors it hires to work on the Project to comply with the special terms and conditions set forth in Exhibit "D," as applicable.
29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.
30. **Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

GHD, INC.

By 
THEODORE B. WHITON, Vice President

By 
ALEX CULICK, Vice President

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

By _____
RYAN GREGORY, Chair of the Governing
Board of Lake Berryessa Resort Improvement District

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>September 7, 2022</u></p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK AND COMPENSATION

I. SCOPE OF SERVICES

CONTRACTOR shall provide professional engineering services to design a replacement sewer collection and storage tank at the Sewer Lift Station A, produce construction level documents suitable for competitive bidding, and provide support during the bidding and construction phases of the Project. Refer to GHD, Inc. Scope of Work proposal dated July 28, 2022, attached hereto and incorporated by reference as Attachment 1, for itemization of the work scope.

II. COMPENSATION

CONTRACTOR shall be compensated on a time and materials basis, at the rates set forth in CONTRACTOR’s fee schedule for a concrete tank dated July 28, 2022, attached hereto and incorporated by reference as Attachment 2.

III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of DISTRICT pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”

CALIFORNIA PREVAILING WAGE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]

[Street Address]

[City, ST ZIP Code]

FOR:

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	\$165.00	247.50
1/1/15	Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 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
American Rescue Plan Act (ARPA)/ CSLFRF
TERMS AND CONDITIONS

1. DEFINITIONS

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

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

2. GENERAL REQUIREMENTS

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

¹ Code of Federal Regulations (“CFR”).

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

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

3. FURTHER ARPA REQUIREMENTS

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

² United States Code ("USC").

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

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

3.13. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.16.1. Withholding cash payments pending correction of the deficiency;

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

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

4.16.4. Requiring additional or more frequent project status reporting;

4.16.5. Requiring additional, more detailed financial reports;

4.16.6. Requiring additional project monitoring;

4.16.7. Requiring CONTRACTOR to obtain technical or management assistance;

4.16.8. Establishing additional prior approvals; and

4.16.9. Wholly or partly suspending or terminating the award.

5. RECORDS

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

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

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

6. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

29 CFR 5.5(a)

(1) ***Minimum wages.***

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

(ii)

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

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

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

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

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

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

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

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

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

(3) *Payrolls and basic records.*

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

(ii)

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

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

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

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

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

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

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

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

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

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

(4) *Apprentices and trainees -*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOT APPLICABLE

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

11.1. Clean Air Act

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

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

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

11.2. Federal Water Pollution Control Act

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

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

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

13. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)

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

14. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Prohibitions.

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

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

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

(c) Exceptions.

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

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

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

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

16. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

For purposes of this clause:

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

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

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

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

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

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

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

Exhibit D-1

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

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

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

Instruction for Certification

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

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

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

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

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

Organization Name

Registration (Contract) No.

Name of Authorized Signatory (Typed)

Title

Signature

Date

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

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

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

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

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

Organization Name

Name of Authorized Signatory (Typed)

Title

Signature

Date

ATTACHMENT 1

BID PROPOSAL



Request for Qualifications/Proposals

Lift Station A - Sewer Collection Tank Replacement Project

Technical Proposal

Lake Berryessa Resort Improvement District

July 28, 2022 5:00pm

→ The Power of Commitment





July 28, 2022

Annamaria Martinez
Assistant Engineer
Lake Berryessa Resort Improvement District
804 First Street
Napa, California 94559

Re: Lift Station A - Sewer Collection Tank Replacement Project

Dear Annamaria,

The sewer collection tank at Lift Station "A" is now 20 years old and in need of replacement. GHD understands the District's goals of replacing the tank with a suitable replacement tank that will be sized properly to meet sewer flows, provide long term serviceability and maximize the available funding for construction. Based on our understanding of the project, our knowledge of the site, and the information presented in the RFP and site visit (July 7, 2022), GHD has put together our methodology and team designed to successfully deliver this project. Key features of our team include:

A responsive, dedicated local project management team. Our project management team of Alex Culick, our Project Director, and Michelle Trinh, our Project Manager, have extensive experience managing similar projects, including involving the design of steel tanks and have a continuing working relationship with the Lake Berryessa Resort Improvement District (District).

A strong understanding of the project site and District business and project requirements. Alex has collaborated successfully with the District on at least four projects in the last 5 years. Through these projects, Alex has gained an understanding of what is required to deliver a successful project for the District. Michelle worked with Alex and LBRID on the Backwash and Sewer Line Replacement project. With these two professionals at our helm, there will be no learning curve on design standards or project requirements. Our team brings design certainty through our understanding of site conditions and other challenges this project might bring.

A strong track record of successful delivery of tank design and construction projects. As seen in our Qualifications section, tank design is core to GHD's water business. We have successfully designed and multiple tanks over the years. Members of those teams are also assigned to this project and others are available to our team if we need to ramp up resources to complete this project.

Litigation, Arbitration, Mitigation: GHD trusts the District will appreciate that due to the commercial sensitivity and confidentiality of any litigation in which GHD may have been involved, GHD is not at liberty to disclose the information sought. However, we point out that as a component of its prudent risk management practices, GHD obtains high quality professional liability insurance in the world market, and domestically in the US, to provide cover in the industries in which it operates. As a consequence of engaging in business, there are sometimes claims asserted which may or may not give rise to litigation. The details and progress of any such claims are by necessity commercially sensitive and remain in confidence. We are able to inform you that there have been claims notified in the normal course of business, none of which we believe are material to the services which are the subject of your RFP. There are however presently no significant ongoing contract failures, no criminal matters, and there have been no judgments against GHD Inc. within the last 10 years.

Disclosure of Potential Conflict of Interest Form: A completed form is in Appendix B. GHD, or any team member, does not have any potential conflict of interest.

Insurance: Proof that GHD can meet the insurance requirements for this assignment are in Appendix C. Upon notification to proceed, GHD will provide the insurance certificate with coverage as per the RFP.

GHD appreciates the opportunity to submit our proposal to provide consulting services to the District on this project and we look forward to continuing our relationship with the District. If you have any questions regarding our submission, please do not hesitate to contact Alex at 707.599.6936 or alex.culick@ghd.com.

Regards,



Alex Culick, PE
Project Director
707.599.6936
alex.culick@ghd.com



Michelle Trinh, PE
Project Manager
415.296.3642
michelle.trinh@ghd.com



Contents

1. Project Understanding	1
1.1. Knowledge and Understanding of Conditions / Key Issues (Project Approach)	1
2. Project Quality	5
3. Statement of Qualifications	6
3.1. Relevant Storage Facility Experience	6
3.2. Experience of Firm	8
3.3. Team Member Bios	13
4. Detailed Scope of Services / Methodology	16

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1. Project Understanding

We have reviewed all of the project documentation provided with the RFP and the addenda that were issued, visited the site and have developed a very good understanding of the District goals and objectives for this project.

In general, the project consists of the replacement of the District’s 91,000 gallon bolted steel Sewer Collection Tank. The District originally operated with a 50,000 gallon welded steel sewer collection tank that experienced deterioration due to corrosion, then operated at reduced capacity that led to multiple overflows from the tank and was eventually replaced with the existing 91,000 gallon bolted steel storage tank.

GHD understands the District’s goals of replacing the tank with a suitable replacement tank that will be sized properly to meet sewer flows, provide long term serviceability and maximize the available funding for construction. There are several key

issues GHD will consider while designing the project that will be considered during the execution of the Preliminary Design Report. Some of the key issues we will consider are:

- 1. Tank materials and selection
- 2. Tank volume and sizing requirements
- 3. Compatibility of temporary storage during construction and utilization of that storage to reduce overall tank size requirements

An important component of the project is the design of the necessary site improvements including site grading for the tank pad, drainage, piping connections to the new tank and required emergency storage. The following section describes GHD’s understanding of these key issues.

1.1. Knowledge and Understanding of Conditions / Key Issues (Project Approach)

In developing our approach to delivering the project, we have developed several “key issues” associated with each tank site and the overall project. These issues and our proposed approach to addressing them to deliver the most appropriate design solutions to the District are summarized in this section.

1.1.1 Tank Materials and Selection

GHD understands the existing tank is an epoxy coated bolted steel tank. We have designed numerous bolted steel tanks with epoxy type coatings and linings and cathodic protection systems including several for the District. Other tank types that will be considered are stainless steel and concrete. As a part of our approach to delivering the most appropriate design we will prepare a cost-benefit analysis to determine the most cost effective tank type. We have been using this approach to storage tank planning and design with our clients recently so that our clients understand the pros and cons of each tank type and can make an informed decision on how to proceed with the best alternative.

For the purpose of this proposal we are providing a high level comparison of bolted stainless steel and bolted epoxy coated carbon steel tanks and cast in place concrete tanks. Each tank material type has benefits and drawbacks, which are described below and evaluated using the tank material type criteria described later in this section. For any coated and lined

bolted tanks, the coating and lining system is typically part of the turnkey package provided by the tank manufacturer.

There are also other bolted steel tank types available which may be appropriate for this project, including glass-fused to steel, which is a single source strong, integrated porcelain enamel and steel material fused together at over 1500° F, creating a hard inert, inorganic coating that never needs painting.

If selected for this project, we will update the analysis of the tank material types and coating and lining systems with input from the District to make sure the District receives the most appropriate design for the sewer collection tank. This analysis will include a cost-benefit analysis with a recommendation for replacement of the existing tank that will provide the District with a durable asset that meets or exceeds the current operational needs.

Bolted Stainless Steel Tanks

Bolted stainless steel tanks are often used in the food and beverage industry, in wastewater treatment plants and for leachate storage because of their durability and corrosion resistance. In these industries they are typically made with Type 304 or Type 316 stainless steel, although other types are also available. Stainless steel is virtually inert and does not react with the stored liquid. Bolted stainless steel tanks are quickly gaining popularity in municipal water storage. They meet ASTM, AWWA, NSF-61 and API specifications, and are designed to meet all California seismic and building code requirements. They are constructed on reinforced concrete foundations and have self-supported roofs. With an estimated 80-year service life, stainless steel tanks have the longest useful life of the bolted steel tank materials available. Because bolted stainless steel tanks have such a long life, excellent seismic performance and have very low maintenance requirements, they are a favorable material choice various types of liquid storage. Figure 1 shows a typical image of a bolted stainless steel tank.

Bolted stainless tanks are visually neutral as they are not shiny but rather a dull grey in color. **They require no coating systems**, although they can be coated if required for environmental (visual) reasons. **They require little to no routine maintenance, no coating maintenance, and no cathodic protection system.** Because there is no coating system required there is no risk of coating damage during shipping and erection, and no need for field testing and touch-up of coating systems during construction.

Bolted Epoxy Coated Carbon Steel Tanks

Bolted epoxy coated carbon steel tanks have been a standard for all types of water storage for decades. They are manufactured from carbon steel and coated with a factory thermosetting fusion bonded powder epoxy coating that can be formulated to meet project-specific requirements for the stored liquid. An exterior urethane enamel topcoat is typically provided for UV protection, as epoxy becomes chalky over time from UV exposure. Compared with other bolted tank types, they require significantly higher operation and maintenance, including annual coating inspections and regular coating system maintenance. Sandblasting and exterior coating repair or replacement is recommended every five years. Even with regular interior and exterior inspections, problems and failures can occur. Epoxy coated steel tanks must have cathodic protection systems, especially when used to store corrosive liquids like raw sewage. Figure 2 shows a typical image of a bolted epoxy coated carbon steel tank.

During shipping and handling it is important that all panels be protected from damage. During construction it is critical that all panel surfaces be thoroughly inspected for holidays (chips, coating bubbles, and other coating imperfections). Holidays can occur during the factory coating process, during shipping and handling, and during erection.



Figure 1: Typical Bolted Steel Tank

Unlike the factory-coated or field-coated carbon steel tanks, stainless steel tanks have a high residual value in the recycling chain because the material does not lose value over its useful life.

Stainless steel tanks have about the same capital cost as epoxy-coated bolted steel tanks with cathodic protection systems.

Holidays must be sanded to bare metal, field primed and coated to ensure no areas of the metal panels are exposed to the air or water, which would accelerate corrosion. This construction inspection process is labor intensive; it must be thorough and requires special equipment.



Figure 2: Typical Bolted Carbon Steel Tank

Even when properly constructed, maintained, and regularly inspected, epoxy coated steel tanks have an expected useful life of 40 years when storing potable water. In other storage applications such as for sewage they can require replacement within 15 to 20 years depending on the corrosiveness of the stored fluid and the operation and maintenance program. As stated in the RFP the District has had to replace or provide some alterations to the existing tank approximately every 20 years.



Figure 3: Failed epoxy coated bolted steel water tank (Pacific Reefs Water District)

The tank was approximately 40 years old and had been regularly inspected and maintained. It failed because of corrosion along a bolted seam causing the tank wall panel to split and buckle. The corrosion was not visible and was not noticed during regular inspections. When the tank failed it destroyed the water treatment building, which had been occupied hours earlier.

Even with proper operation and maintenance catastrophic failure can occur. In the spring of 2013, the catastrophic failure of a 42,000 gallon epoxy coated bolted steel tank occurred at the Pacific Reefs Water District near Albion, CA, just south of the Town of Mendocino. Figure 3 shows images of the failed tank taken by the Division of Drinking Water Mendocino District.



Compared with stainless steel tanks, epoxy coated bolted steel tanks have about the same capital cost. But when considering epoxy-coated bolted steel tanks require cathodic protection systems and coatings to realize their estimated 40-year design life, the life-cycle cost is much higher than stainless steel.

1.1.2 Concrete Cast in Place Tanks

Concrete can be configured in a variety of geometries and with a variety of reinforcing strategies. Concrete can be either coated or uncoated. Concrete tanks are typically cast-in-place, pre-stressed, and post tensioned. For the approximately 91,000 gallon tank proposed, a cast in place approach would be most appropriate. The roof can be either concrete, or fiberglass with stainless steel hardware. Corrosion mechanisms of concrete attack the concrete itself, and the reinforcing steel within the concrete. Although concrete is significantly more resistant to corrosion than carbon steel, the potential for corrosion should be considered in the design of the tank. One simple design concept is to provide a slightly thicker wall section to allow for some concrete degradation over the long term. The steel in the concrete is subject to corrosion if exposed to oxygen and water.

However, the concrete is alkaline and forms a protective layer around the steel. This protective layer reduces corrosion potential. However if cracks develop which allow water to penetrate to the steel, the steel may corrode and expand further cracking and spalling of the concrete. The design should ensure adequate concrete cover over the steel. In addition, epoxy coated steel reinforcing can be used. Depending on final size requirements and taking into account emergency storage it may be feasible to construct a concrete tank within the project budget.

1.1.3 Tank Volume and Sizing Requirements

The current tank has a volume of 91,000 gallons. The actual working volume is somewhat less than 91,000 gallons given the invert elevation of the influent sewer. In addition, the water treatment plant waste discharges to the sewer collection tank at an even lower elevation. Given the current influent inverts when the sewer collection tank operates at peak wet weather flows the influent pipes will back up. GHD believes there are some modifications that should be made to the configuration and discharge from the water treatment plant. The discharge should be elevated and an air gap provided at the discharge point. This will require some re-piping and a check that the water treatment plant sludge pumps can discharge adequately at a higher elevation. In addition, based on a flow analysis the overall tank volume may be able to be reduced which would allow for a more cost effective tank, possibly making concrete a feasible option. Based on sizing requirements a more cost effective FRP/Plastic overflow/emergency storage tank could be provided adjacent to the new tank that would provide the necessary extra volume for high flow scenarios and provide the necessary emergency storage to eliminate the possibility of SSO's.



1.1.4 Temporary Storage

As discussed in the RFP temporary storage will be required for influent sewer flows in order to replace the current sewer collection tank. GHD understands the site configuration and operational requirements of Lift Station A and will provide a design for bypassing the existing tank to provide storage and to maintain the operations of Lift Station A. This will also present an opportunity to likely size a temporary storage tank that will then remain on site after construction and provide the emergency storage necessary for peak wet weather flows as discussed in the previous key issue. GHD will analyze this scenario as a part of the Preliminary Design Report and it may provide for a more economical tank size and type selection.

2. Project Quality

Quality Assurance and Quality Control (QA/QC) are integral to GHD’s design delivery process. GHD operates under the Practice Quality Management System, ISO 9001 and an Environmental Management System, ISO 14001 which are certified by Lloyds Register Quality Assurance. All of our project managers and technical staff receive training in the proper application of our project quality procedures.

The Quality Manager, Alex Culick, will develop a Project Quality Plan (PQP) for this project, and it will be used by the design team. The process starts when the project begins and ends with the completion of the final project approvals.

Design Quality Control (QC) reviews are managed by the Quality Manager who, along with the Project Manager, are ultimately responsible for delivering quality work products to the District.

Reviews are conducted to verify that Project deliverables and supporting documents are complete and understandable, conform to appropriate standards and guidance, and meet GHD’s and the District’s requirements and expectations. The Quality Manager makes sure the team adheres to the PQP, and that QA and QC review activities occur at the appropriate intervals. Quality management activities include:

- Performing an early 15% QA review of the project with the Project Manager to make sure the project is starting out on the path to success.
- Performing independent and documented design QC reviews, making sure the designers provide comment responses, and performing back-checks to verify comments are resolved before the team finalizes the deliverables.
- Verifying the design team is checking work products to confirm quality and documenting that prior review comments have been addressed and back-checked.

Quality Control includes verifying one or more of the following:

- Basic design data/information
- Technical assumptions used in the design of the Project including cost estimates
- Use of proper formats
- Compliance with requirements, and
- Calculation methods and/or numerical accuracy.

The PQP includes seven standard steps:

1. Project Concept Review
2. Discipline Review
3. Graphics / CAD Standard Review
4. Project Manager Review
5. District Comment Review
6. Coordination Review Meeting, and
7. Design QA / QC Review.

Design QC reviews performed at the discipline level include peer checks of calculations and general overviews of technical assumptions and results by senior personnel. Our QC reviews are documented and remain in the file as a permanent record. These records are referenced in GHD’s annual quality system audits and are often provided to clients as evidence of our active and thorough quality process.

3. Statement of Qualifications

In addition to the following GHD tank specific experience, GHD has an established working relationship with the District. Recent work completed includes the water storage tank and pump station replacement project completed in 2019, work at the WWTP, design and upgrades to the sewage lift stations including a redesign of Lift Station A and the work completed adjacent to the Lift Station A at the water

treatment plant. We have completed a survey at the site so will not have to complete additional surveying. Based on this recent experience GHD has local knowledge of the District’s facilities and operations and an overall understanding of the sewer system, location and rural setting that will enhance our services for delivering a successful project.

3.1. Relevant Storage Facility Experience

GHD has considerable experience in the design and delivery of a wide variety of water storage facilities for water supply applications and tanks for industrial and wastewater applications. Water storage refers to all types of water including potable, raw wastewater and recycled water. It also refers to filter backwash water, industrial process water, caustic chemicals, and food products. Storage is commonly required to provide:

- A balance between storage capacity and variable local demands
- Emergency storage in case of system failures
- Stabilization of pressure fluctuations in the water systems
- Fire protection

- Material selection to suit long-term maintenance and operational requirements
- Life-cycle cost analysis of tank material types to select the most appropriate and cost-effective material for the life of the project.
- Roof design for both aesthetics and practical considerations, such as ventilation and internal framing
- Access requirements, including hatch and cover design for inspection and maintenance
- Computational fluid dynamics modeling
- Cathodic protection design
- Pipe inlet and outlet requirements, provision of altitude or float valves on the inlet, flow metering requirements, level control, design for future cleaning and inspections, water circulation, and pre- and post- chlorination facilities
- Site landscaping to minimize visual impacts

Clients benefit from GHD’s experience in providing steel and concrete tanks (reservoirs), elevated tanks (water towers) and in ground earthen storages (lined and unlined, covered and uncovered). Our services include:

Some of our local and California experience is shown on the following table.

Project Name and Location	Client	Description
LBRID Water Storage Tank Replacement, Pope Valley, CA	Lake Berryessa Resort Improvements District	(3) 85,000 – 175,000 gallon bolted steel water storage tanks
PRE-Tank 4A, Inverness, CA	North Marin Water District	125,000 gallon above ground, cast-in-place concrete tank
Old Ranch Road Tank No. 2, Novato, CA	North Marin Water District	100,000 gallon above ground bolted stainless steel tank
East Side Water Tank #2, American Canyon, CA	City of American Canyon	1.0 MG recycled water steel storage tank design
Two 2.5 Potable Water Storage Tank, American Canyon, CA	City of American Canyon	Two 2.5 MG Design of two welded steel potable water storage tanks
Glen Park Storage Tank	City of Brisbane	200,000-gallon welded steel water storage tank
Lake Street Pump Station, Brisbane, CA	City of Brisbane	Installation of four new 40 HP pumps and motors to increase the station firm capacity to 2,000 gpm
Point Reyes Station Tank No. 1, CA	North Marin Water District	100,000-gallon concrete water tank
Palmer Drive Water Tank, Novato, CA	North Marin Water District	New 3.0 welded steel reservoir
Center Road Water Tank, Novato, CA	North Marin Water District	New 500,000-gallon welded steel water tank
Water System Improvements, Mendocino, CA	Mendocino Unified School District	Two (2) 60,000 gallon bolted stainless steel water tanks

Project Name and Location	Client	Description
Recycled Water System Expansion, Mendocino, CA	Mendocino Unified School District	250,000 gallon bolted stainless steel recycled water tanks
Domestic Water System Upgrades Water Pump Station and Reservoirs, Stockton, CA	California Heath Care Facility	Three 1.0 MG steel reservoirs
New water tank design	City of Brisbane	1.0 MG prestressed concrete water tank
Crocker Tank Rehabilitation, Brisbane, CA	City of Brisbane	Water tank rehabilitation and strengthening evaluation to prevent catastrophic failure and minimize damage and leakage due to a seismic event
Concrete Water Storage Tank Assessments, Garden Grove, CA	City of Garden Grove	Condition Assessment for eight concrete potable water storage reservoirs
Corporation Yard Tank and Pump Station	City of Santa Clara	2.0 MG welded steel water storage tank at the City Corporation Yard, including impressed current cathodic protection system.
Water Storage Tank	City of St. Helena	2.7-million-gallon water storage reservoir, 136-foot diameter, 25-foot high welded steel, cathodically protected reservoir with a curved knuckle roof-wall junction.
Water Tank Design Cotati, CA	City of Cotati	1.0 MG welded steel water tank
Veterans Home New Water Tank Design, Yountville, CA	Department of Veterans Affairs	1.2 MG concrete water storage tank
New Water Tank Design, Dublin, CA	Dublin San Ramon Services District	3.3 MG welded steel water tank
Eastern Dublin Potable & Recycled Water System Upgrades, Dublin, CA	Dublin San Ramon Services District	3.5 MG welded steel water tank
New Storage Facility, Fortuna, CA	City of Fortuna	5.0 MG earthen embankment
Design of Two New Water Storage Tanks, Middletown, CA	Hidden Valley Lakes CSD	Two (2) 500,000-gallon welded steel water tank
Orion Reservoir Roof Replacement, San Diego, CA	Marine Corps Base, Camp Pendleton	Upgrade of existing 1.0 MG potable water reservoir with pre-engineered geodesic type, aluminum roof
Water Tank Design, Rio Dell, Rio Dell	City of Rio Dell	500,000-gallon epoxy coated bolted steel water tank
Water Tank Design, Rio Dell, CA	City of Rio Dell	100,000-gallon epoxy coated bolted steel water tank
New Water Tank Design, Laguna Beach, CA	South Coast Water District	2.0 MG concrete water tank
New Water Tank Design, San Francisco, CA	US Army Corps of Engineers	6.0 MG reinforced concrete water tank
New Water Tank Design, Sonoma, CA	Valley of the Moon	1.0 MG glass-lined bolted steel water tank
Crystal Springs Reservoir, Hillsborough, CA	California Water Service Company	3.0 rectangular concrete tank with two cells
Water Reservoir Design and Review, Guam	Guam Waterworks Authority	Design of 7 potable water concrete reservoirs along with site design, piping, new valves, hydraulic analysis and construction services.
Canyon Heights Water Tank Replacement, Fremont, CA	Alameda County Water District	Water tank replacement design, new reservoir and chlorination facility
Water Tank Design, Fremont, CA	Alameda County Water District	500,000-gallon welded steel water tank

Project Name and Location	Client	Description
Water Tank Design, Fremont, CA	Alameda County Water District	1.5 MG welded steel water tank
Filtration/Sedimentation Water Treatment Upgrades, Sierra Conservation Center, Jamestown, CA	California Department of Corrections and Rehabilitation	Upgrades to the existing water treatment plant's 100,000-gallon chlorine contact tank
Wastewater Facilities Upgrade, Novato, CA	Novato Sanitary District	Facility upgrades, below grade concrete tanks including: 2,700 square foot UV Disinfection structure, a 2,600 square foot Effluent Pump Station, a 2,900 square foot digester tank, a 3,000 square foot equalization basin

3.2. Experience of Firm

Experience of the Firm, project manager, sub-consultants, and key staff related to designing similar sewer/wastewater tank projects. Include a list of references that may be contacted

regarding the Firm's experience. Include a description of the project, name of the owner/developer, address, telephone number, and person to contact.

3.2.1 Reference Projects

Backwash Recovery Project | Owner: Lake Berryessa Resort Improvement District



Location: Pope Valley, CA

Client Reference: Chris Silke, PE, Engineering Manager
County of Napa Flood Control and Water Conservation District
804 First Street, Napa, CA
Christopher.Silke@countyofnapa.org
707.299.1755

Date: 2017-2020

Cost: \$810,000

GHD was contracted to prepare a pre-design report and prepare design plans, specifications and cost estimate for a backwash recycle system in order to reduce the wastewater loads at the WWTF and send treated backwash water back to the head of the WTP.

The Lake Berryessa Resort Improvement District (LBRID) owns and operates a Water Treatment Plant (WTP) and Wastewater Treatment Facility (WWTF). The WTP was upgraded in 2011 to include its current system of coagulation, membrane filtration, and chlorine disinfection.

Backwash water from the membrane filters flows by gravity to a nearby sewage tank, which is then pumped to the WWTF through a 6-inch sewer force main. GHD prepared a pre-design report to qualitatively assess the current condition of the membrane filters and provide recommendations for the backwash recovery system and also route treated backwash water back to the head of the treatment plant for treatment and reuse. The report also included flow calculations for sizing the force main, pipe material recommendation, tanks and pumps sizing, regulatory requirements and control strategy.

With limited resources for operations and maintenance, GHD designed a low maintenance system with readily available parts (tanks, pumps and schedule 40 piping) so that the system could operate with minimal input from staff and parts could be readily replaced without long lead times.

The treatment system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, automated valves, instrumentation and controls. Civil improvements included a retaining wall, concrete pad for the treatment system, new catch basin, 70 LF of 6-inch storm drain pipe, and structural roof over the treatment system. GHD also provide bid support services and engineering services during construction.

Team Members and their roles on this assignment: Alex Culick, PE, Project Manager; Michelle Trinh, PE, Project Engineer; Rick Guggiana, PE, Electrical Engineer

Storage Tanks Replacement | Owner: Lake Berryessa Resort Improvements District



Location: Pope Valley, CA

Client: Chris Silke,
Lake Berryessa Resort Improvement District,
1195 3rd Street, Napa, CA 94559, 707.299.1755

Date: 2011-2016 (Design) | 2017-2019 (Construction)

Cost: Approximate Construction Value: \$1,669,000

To provide replace aging redwood tanks with steel tanks, replace pumps and associated deteriorating electrical equipment, and to integrate water distribution system data into the existing water plant SCADA system.

The Lake Berryessa Resort Improvements District (District) operates a water system that includes three water storage tanks and two booster pump stations to move water through the three pressure zones within the District. The water system was built in the 1960's and the system was in need of rehabilitation with the installation of new water storage tanks and full replacement of the pump stations. GHD was contracted to provide the design and field work necessary to develop construction documents, specifications and design documents to make the necessary modification to the pump stations and replace the water storage tanks. GHD performed hydraulic analysis to optimize the size of new storage tanks and to provide firm pumping capacity and reliability. Recirculation mixers were added to the tanks to improve chlorine mixing and THM removal. The project included new piping, electrical distribution, and controls to support the new tanks and revised pumping scheme. Pump stations were outfitted with automatic transfer switches to accommodate the future addition of permanent emergency generators.

The project modified existing facilities, requiring careful coordination of electrical utility and site electrical distribution upgrades, removal of existing pumps and tanks, cutover to temporary pumps and tanks, and cutover to the new permanent facilities.

The existing telemetry system was based on upper zone tank floats wired to the lower pressure zone pump station via a direct-buried cable. The hilly terrain required careful selection of licensed radios and antenna placement to ensure reliable communication for the new SCADA system.

The completed tanks and pump stations result in more reliable system operation, reduced water loss from tank leaks, increased water quality, and increased situational awareness from the new SCADA system.

Team Members and their roles on this assignment: Alex Culick, PE; Project Manager; Rick Guggiana, PE, Electrical Engineer

Old Ranch Road Tank No. 2 Project | Owner: North Marin Water District



Design Fee: \$110,287 (excluding construction support)

Design Completed: March 2021

Construction Cost: \$500,000 (approx.)

Construction Completed: 2021 (October)

Contact: Tony Williams
Assistant General Manager/Chief Engineer
North Marin Water District
PO Box 146, Novato, CA 94948-0146
707 761 8945

The North Marin Water District's existing 50,000-gallon Old Ranch Road redwood tank (Tank No. 1), constructed in 1963, provides water to 20 service connections in the District's Zone 3 Indian Valley Road/Old Ranch Road area, fed by the Davies Pump Station. After 58 years of service, the tank is nearing the

end of its useful life and must be replaced with a larger tank capable of storing additional water for fire protection.

GHD is currently preparing the design of a new 100,000-gallon bolted stainless steel tank at the Old Ranch Road tank site. The new tank will include all the standard appurtenances in stainless steel, as well as stainless steel exterior spiral stair and interior ladder, and platform meeting OSHA requirements. A telemetry radio antenna on a mast attached to the tank roof will integrate control and sensor signals with the District's existing SCADA system. A photovoltaic and battery storage system will provide power. The design incorporates requirements of the adopted CEQA IS/MND document, specific requirements in the Mitigation Monitoring and Reporting Program, geotechnical recommendations, and AWWA/industry and District standards.

GHD is locating the tank near the existing tank on an adjacent parcel, with vehicular access through a new paved access road of Old Ranch Road. A new water main will connect the new tank to the existing cement mortar lined and coated (CMLC) water main in Old Ranch Road. The existing redwood tank will remain in service during construction, then decommissioned under a separate contract once the new tank is in service.

Team Members and their roles on this assignment: Alex Culick, PE Project Director, QA/QC

Recycled Water System Project | Owner: Mendocino Unified School District



Planning and Design Fee: \$500,000

Design Completed: September 2021

Construction Cost: \$4,663,400 (approx.)

Construction Completed: 2023 (October)

Contact: Jason Morse
District Superintendent
44141 Little Lake Rd
Mendocino, CA 95460-1154
707 357 5190

GHD applied for and obtained a Clean Water SRF grant to undertake the necessary studies and prepare a design to address requirements and recommendations for an expansion of the Mendocino Unified School District's (MUSD) recycled water system as outlined in the State Water Resources Control Board (SWRCB) Title 22 Code of Regulations related to the expanded use of Recycled Water at its facilities.

GHD has prepared a Title 22 Engineering Report presenting a recycled water feasibility study and engineering analysis that evaluates the feasibility of expanding use of recycled water from the Mendocino City Community Service District (MCCSD) Waste Water Treatment Plant (WWTP) to offset MUSD's existing potable water use and provide additional fire water storage and supply. This recycled water feasibility study developed alternatives and recommended a project that expands recycled water storage capacity, identifies water reuse locations within the study area, performs a hydraulic analysis of all project alternatives and addresses financial and funding needs.

GHD is preparing the design of the recommended project, which includes a new 250,000-gallon bolted stainless steel water tank, over 9,000 feet of new mains, 15 fire hydrants and new irrigation services. GHD is also preparing the CEQA IS/MND in support of the recommended project. The new tank will include all the standard appurtenances in stainless steel,

as well as stainless steel exterior and interior ladders and hand railings meeting OSHA requirements. A new telemetry and SCADA system will also be provided.

Team Members and their roles on this assignment: Alex Culick, PE Project Director, QA/QC

Water System Improvements Project | Owner: Mendocino Unified School District



Planning and Design Fee: \$500,000
Design Completed: September 2021
Construction Cost: \$1,733,000 (approx.)
Construction Completed: 2023 (October)
Contact: Jason Morse
District Superintendent
44141 Little Lake Rd
Mendocino, CA 95460-1154
707 357 5190

GHD applied for and obtained a Drinking Water SRF grant to assist the School District in planning and designing this project. This effort includes developing a water system master plan, developing project alternatives and preparing the design of the recommended project. GHD is currently preparing the design of the recommended project, which includes two new 60,000-gallon bolted stainless steel water tanks, a new potable water well, and a new water treatment building. GHD also prepared the CEQA IS/MND in support of the project. The new tanks will include all the standard appurtenances in stainless steel, as well as stainless steel exterior and interior ladders and hand railings meeting OSHA requirements. A new telemetry and SCADA system will also be provided. The existing treatment building will be demolished and replaced with a new CMU building with standing seam metal roof, chlorination system and pH adjustment. The design incorporates requirements of the adopted CEQA IS/MND document, geotechnical recommendations, and AWWA/industry standards. GHD is locating the new tanks and treatment building at the same site as existing tanks. The site will have a new gravel surface, fencing and gates.

Team Members and their roles on this assignment: Alex Culick, PE Project Director, QA/QC

The Mendocino Unified School District (District) owns and operates a potable water system to supply water to two public schools and a community park. The system includes an existing 50,000-gallon redwood tank and a 65,000-gallon bolted steel tank. After approximately 50 years in service two tanks have reached the end of their useful service life and require replacement. In addition, the existing water treatment building that treats well water for pH and chlorination is dilapidated and in need of replacement, and the School District's two existing wells have insufficient capacity to meet peak water demands. The District was informed by the State Division of Drinking Water that these elements of their system were out of compliance with regulatory requirements and needed upgrade.

PRE - Tank 4A Replacement Project | Owner: North Marin Water District



Design Fee: \$113,209 (including construction support)

Design Completed: 2019

Construction Cost: \$1.1M

Construction Completed: 2021

Contact: Tony Williams
Assistant General Manager/Chief Engineer
North Marin Water District
PO Box 146, Novato, CA 94948-0146
707 761 8945

GHD prepared the design and assisted with the planning and environmental efforts for the **construction of a new 125,000-gallon cast-in-place concrete tank** at the District's Tank 4A site on Drakes View Drive near Inverness. The purpose of the project is to replace aging storage facilities and increase fire water storage. The site is rather remote at the top of a ridge and adjacent to several residences. Historically, the site had two redwood tanks, and one of the tanks was destroyed in a fire, significantly reducing the amount of firewater available for protection of the surrounding residential area. In addition, the remaining redwood tank was at the end of its useful service life and in need of replacement. The District had determined that a concrete tank was the best material choice for the corrosive marine environment in the Point Reyes area, and views and visual impacts were an important siting and design consideration.

GHD assisted the District during the environmental process by developing renderings of the proposed tank and demonstrating that the new tank will be constructed to look similar to the redwood tanks to minimize visual issues. GHD worked closely with the District during design and utilizing the previously completed topographic survey and geotechnical investigation report. The design was prepared to fit within the historical context of the site use and keeps the existing tank in service during construction. The design met all CBC seismic, AWWA and Division of Drinking Water requirements. The tank was designed with the floor about three feet below grade to reduce the overall height above grade to match the existing tank height and provide the required volume within the site constraints. Soil mounding and new trees provide screening from the adjacent residence and eliminates soil off-haul. Appurtenance details were developed to meet the District's planned operation and maintenance goals, and stainless steel was specified for all components to minimize corrosion. Provisions were included for a future chlorine booster station, and the inlet/outlet piping was designed to facilitate tank mixing with a single pipe, which is also proposed for the Old Ranch Road Tank No. 2 design.

The District received only one bid, and it was considerably higher than the project budget. The high bid was attributed to the remote location and bidding climate at the time. The District was able to secure the additional funds needed to award the project, and it is currently under construction. GHD is supporting the District during construction with submittal and RFI reviews, rebar special inspections and resolution of issues associated with concrete consolidation.

Team Members and their roles on this assignment: Alex Culick, PE, QAQC; Brian Crowell, PE, SE, Structural Engineer

3.3. Team Member Bios

GHD has assembled a local project team of California licensed engineers to provide the expertise needed to deliver this project from planning and design through construction. GHD's unique value-added approach will not only deliver this project for the County but deliver the right project for each tank location. Our approach will provide specific information early in the project that will enable the District and project stakeholders to make informed decisions. The District will benefit from our team's specialized services, knowledge of the District and extensive experience in the successful completion of numerous tank projects. Our history of working with the District and other regional public agency clients has proven our responsiveness and commitment to stand by our work and provide you with project solutions that address your specific needs.

Below is a summary of our proposed team members with brief biographies of the key team members experience, roles and qualifications. Detailed resumes are included in **Appendix A**.

Subconsultants

Crawford & Associates



Crawford & Associates, Inc. (Crawford) is a registered Small Business Geotechnical Engineering firm (Certification ID: 1744908) that specializes in geotechnical design of water and wastewater infrastructure. The Firm brings significant Geotechnical Engineering experience on a wide variety of projects throughout Northern California. Crawford has provided geotechnical engineering services on hundreds of Water and Wastewater projects, including water treatment plants, wastewater treatment plants, tanks, pipelines, sewer, wells, stormwater, fish passage, dams, and levees. Their staff has experience working with various state and federal agencies including USACE, DF&G, RWQCB, DSOD, NMFS, NOAA Fisheries, and US Fish & Wildlife Services.

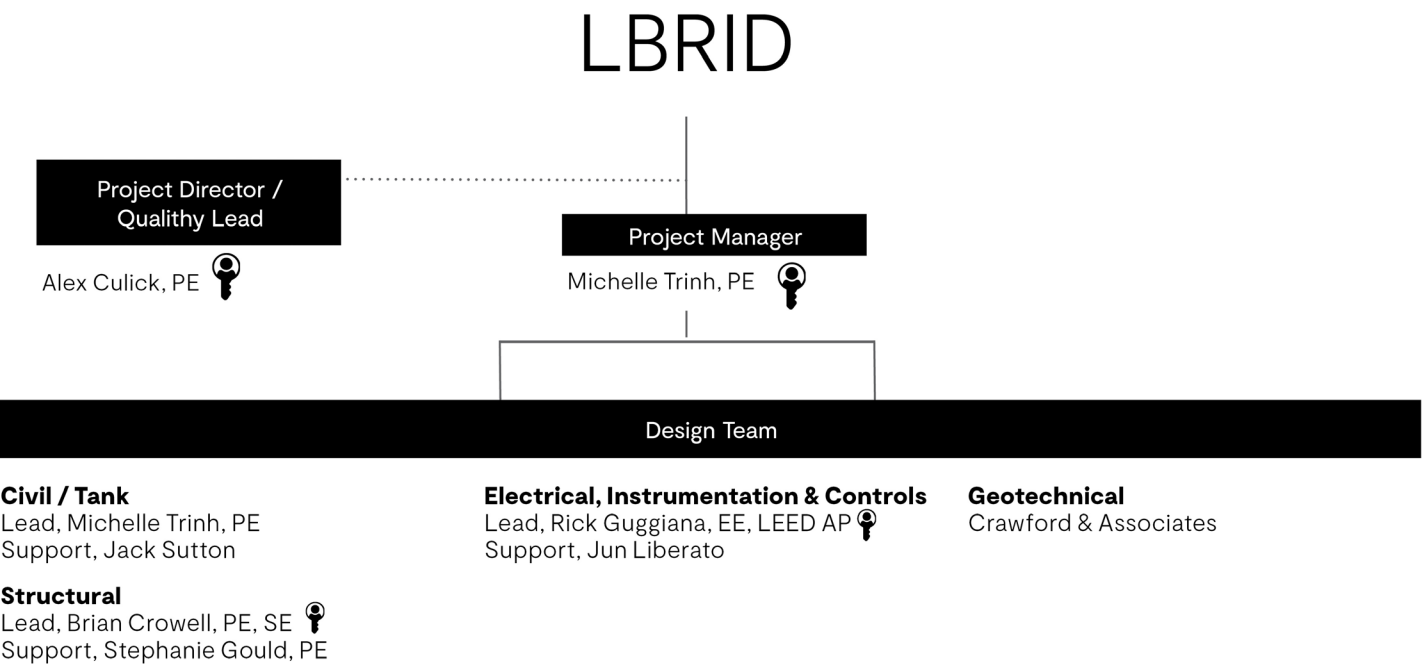


Figure 4: Organization Chart

Leadership & Accountability

The GHD team brings proven experience in delivering projects for LBRID and other agencies, specifically on tank replacement and related infrastructure.

Michelle Trinh will serve as our project manager and main point of contact with LBRID. Michelle will manage the team and execute the scope of work effectively to meet LBRID's needs on this project. She will be strongly supported by Alex Culick, our project director and quality lead.

Michelle will also be supported by Brian Crowell who will lead the structural design and Rick Guggiana who will lead the electrical and instrumentation design. Providing geotechnical services is Crawford & Associates.



Alex Culick, PE | Project Director + Quality Lead

About Alex:

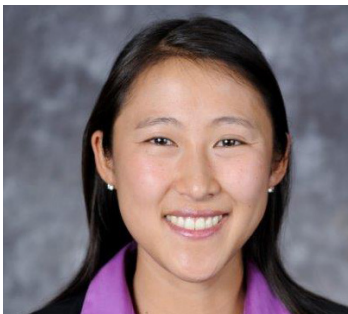
- ✓ A managing principal with GHD responsible for the project management practice for all disciplines and quality assurance
- ✓ Over 28 years of experience specializing in water, wastewater and recycled water systems including pump stations and storage facilities, infrastructure development projects and construction management and project implementation oversight
- ✓ Provides senior level and technical quality assurance and project reviews during design phase and prior to bidding and implementation for select projects
- ✓ Very familiar with LBRID and this particular tank through his work on the LBRID WWTF Upgrades project, where he is the project manager
- ✓ Project manager on the Water Balance Report, NOV Assistance and WWTP Upgrades project

Education:

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1987

Accreditations / Certifications / Licenses:

- Civil Engineer, CA #57919



Michelle Trinh, PE | Project Manager

About Michelle:

- ✓ 15 years of design and planning experience with tanks, wells, wastewater / water / recycled water pipelines, wastewater treatment plants and lift stations.
- ✓ Prioritizes client service and communication
- ✓ Very organized, client focused, and schedule bound
- ✓ Consistently delivers technically appropriate solutions that achieve client goals and garner engagement and consensus
- ✓ Has managed project staff, prepared schedules, budgets and bid packages, assisted with treatment plant startup, and responded to submittal reviews and RFIs during construction

Education:

- MS, Civil & Environmental Engineering, University of California, Berkeley, CA, 2009
- BS (Honors), Civil & Environmental Engineering, University of California, Davis, CA, 2006

Accreditations / Certifications / Licenses:

- Civil Engineer, CA #77172, 2010



Brian Crowell, PE, SE | Structural Lead

About Brian:

- ✓ Over 21 years of structural engineering evaluation and design experience
- ✓ Specialized in new building construction and retrofits, retaining walls, wharves and piers, equipment anchorage, concrete tanks and structures, timber structures, retaining walls, and steel buildings throughout Northern California
- ✓ Collaborates with the project team to provide cost-effective, detailed structural designs

Education:

- MS, Structural Engineering, Stanford University, Stanford, CA, 2001
- BS, Civil Engineering, University of California, Irvine, CA, 2000

Accreditations / Certifications / Licenses:

- Civil Engineer, CA #65326
- Structural Engineer, CA #5216



Rick Guggiana, PE | Electrical and Instrumentation Lead

About Rick:

- ✓ Over 29 years of experience in the electrical, controls, and instrumentation fields, for Federal, military, municipal, and private industrial clients
- ✓ Experienced in leading the electrical and instrumentation design of a project, which can include the level sensors, telemetry systems and any coordination needed with on the Supervisory Control and Data Acquisition (SCADA) integration
- ✓ Extensive experience with water treatment, storage, and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, electrical services, low and medium-voltage power generation, microgrids, and waterfront electrical distribution

Education:

- BS, Electrical Engineering Technology, California State Polytechnic University, Pomona, CA, 1983

Accreditations / Certifications / Licenses:

- Electrical Engineer, CA #15580, AZ #34069, CO #34471, IL #062-053426, TX #86009, WA #36259
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), US Green Building Council
- Construction Documents Technologist (CDT), Construction Specifications Institute

4. Detailed Scope of Services / Methodology

The Scope of Work below incorporates all requirements in the RFP by reference with additional items that are specific to GHD's project delivery approach. We will adjust this Scope

of Work with District input to meet the requirements and expectations for this project.

Task 1. Project Management and Coordination

Task 1.1 Project Management

A brief work plan memorandum will be developed identifying all required tasks and project milestones, staff assignments, contact information, scope of services, and detailed schedule breakdown will be developed under this task. The work plan communicates to all project team members the goals and objectives of the project, who is responsible, and when tasks start and stop.

GHD will have an internal kickoff meeting to communicate the project work plan, proposed design schedule, establish goals, provide coordination, set field visit times/dates and set the project schedule. The kickoff meeting will be attended by GHD's Project Director, Project Manager, Project Engineer, and key project team members.

This task also includes internal team communication and documentation necessary to convey the requirements of the project to the team, internal project communication and management of disciplines and any sub consultants.

Task 1.2 Geotechnical Investigation

GHD's geotechnical subconsultant, Crawford & Associates previously completed a small investigation at the site and will complete an additional geotechnical investigation at the Station "A" Tank site to provide additional information to evaluate site geologic conditions and provide geotechnical criteria and recommendations for use in the tank design, and construction.

Task 1.2.1: Coordination and Preliminary Review

Crawford will coordinate with the design team to discuss project needs and schedule, review existing project data, and review published subsurface data. We will review the site for drill rig access, mark our exploratory boring locations, meet with the District about onsite utility locations and site access, and notify Underground Service Alert (USA).

Task 1.2.2: Subsurface Exploration

To supplement the existing data onsite, Crawford proposes to perform one to two backhoe test pits to between 10 and 15 ft below ground surface (bgs) (or refusal on rock, whichever is encountered first). Our Engineer/Geologist will log the test pits and collect samples. We will deliver the samples to the laboratory for testing. Visual soil classification will be performed on all samples.

To supplement existing information, our boring, and define competent rock within the site, Crawford proposes to perform one to two seismic refraction lines at the site to better define depth to rock and obtain rock velocities. Rock velocities can be converted to hardness to help determine potential excavatability and rippability.

Task 1.2.3: Laboratory Testing

We propose the following laboratory tests will be conducted on representative soil samples obtained from the exploratory borings:

- Direct shear and/or unconfined compressive strength,
- Grainsize analysis,
- Moisture content and dry density,
- Plasticity Index, and
- Resistivity, pH, Sulfate Content and Chloride Content.

Task 1.2.4: Engineering Analysis

We will perform engineering analysis and calculations to determine geotechnical design parameters and provide recommendations for:

- Lateral earth pressures, settlement estimates, bearing capacity, and skin friction values,
- Liquefaction and seismic settlement estimation (if applicable),
- Grading considerations, and
- Seismic refraction analysis.

Task 1.2.5: Geotechnical Report

Crawford will prepare a Geotechnical Report for the proposed tank replacement including the following:

- Scope of work,
- Site and Project description,
- Field exploration,
- Site geology,
- Subsurface soil and groundwater conditions,
- Lab testing,
- CBC seismic design parameters,
- Liquefactions and seismic settlement estimates,
- Geotechnical recommendations for grading, including ground preparation, materials excavation, stability, and placement. Crawford will also provide OSHA soil types for use by the design team,

- Geotechnical recommendations for the tank, including allowable bearing capacity, skin friction, settlement estimates, passive soil pressure, and minimum depth and width,
- Soil corrosion potential,
- Construction considerations,
- Limitations,
- Figures including Vicinity Map, Geologic map, Fault map, and Site plan with boring locations, and
- Boring logs with laboratory test results.

Task 1.2 Deliverables:

Draft and Final Geotechnical report

Assumptions

- *Rights-of-entry will be provided for our subsurface exploration.*
- *Auger cuttings are assumed to be non-hazardous and will be spread out neatly onsite.*
- *Borings will be backfilled per County requirements.*
- *LBRID will clear our boring locations for any underground utilities. We cannot be held liable for damage to unmarked utilities.*

Task 2. Preliminary Design Report

The goal of this task is to establish the project design approach and develop a clear basis for the design of the replacement Sewer Collection Tank. A field visit will be completed to confirm existing conditions, identify constructability issues and to meet with the District to discuss system operations, storage requirements, Lift Station A operations, influent flow elevations from the sewer and water treatment system waste, temporary and long term emergency storage requirements, site constraints and potential tank configurations. Following the site visit and meeting with the District, GHD will review tank sizing requirements as it relates to average dry weather and peak wet weather flow, hydraulic requirements related to Lift Station A, review electrical and control requirements for Lift Station A and flow supply from the sewer collection tank and develop a Preliminary Design Report to address the various key aspects of the project, including the following:

- Basis of Design for the tank including code requirements and storage requirements for tank sizing.
- Evaluation of tank size including emergency storage vs. tank size with separate emergency storage.
- Recommendations for material selection for the new tank.
- Tank foundation requirements based on code and geotechnical recommendations.
- Cost Benefit Analysis and comparison for an epoxy coated bolted steel tank, stainless steel tank and concrete tank.
- Preliminary cost estimate for the project based on the tank selected from the cost benefit analysis. The cost estimate will be presented to the District for tank selection based on the District's budget.
- Recommendations and strategy for revisions to influent flow elevations for both sewer and from the water treatment plant.
- A preliminary tank layout including proposed elevations for the tank base and height, influent inverts and piping configurations will be included. The preliminary plans will be based on the selected tank type after completion of the cost benefits analysis and determination if the selection fits within the overall budget.
- Preliminary site layout including temporary storage for construction and long term emergency storage if required

based on the tank selection. The preliminary site layout will be developed for the tank selected based on the cost benefit analysis. The preliminary site layout will be developed with enough detail to be considered 30% design from which the 60% design will be developed once the preliminary Design Report is finalized.

- Describe electrical, instrumentation and controls design components for control of Lift Station A for flow from the sewer collection tank and control of flow if a separate emergency storage tank is provided.
- Describe control of flow for a temporary storage tank during construction.

LBRID will provide one set of consolidated review comments of the Preliminary Design Report. Following review of the Preliminary Design Report comments, GHD's project team will have a teleconference with the District to discuss comments and will then revise and finalize the Preliminary Design Report incorporating District comments and final recommendations.

Deliverables:

Preliminary Design Report (3 hard copies and one PDF electronic copy)

Task 3. Construction Plans & Specifications

This task of the project includes preparation of the construction documents: plans, technical specifications for design levels of effort at, 60%, 90% and Final (bid set). Opinion of probable construction cost will be completed at the 60% and 90% submittal stages.

Construction specifications shall be provided for all work undertaken in this project. Draft specifications will be delivered at the 60% and 90% submittal. All plans and specifications shall be in accordance California Department of Transportation Standards and American Water Works Association standards. In addition to these standards, it is understood that the proposed improvements will require accordance with Napa District Design Standards for those improvements within Napa District's jurisdiction if applicable.

We will utilize the District's boilerplate front-end contract documents and make Project-specific modifications as necessary and as allowable under the District guidelines. Any proposed changes will be made using "tracked-changes."

Documents will be prepared for the proposed improvements including civil, structural, mechanical and electrical design.

60% Plans & Specifications

This phase of the project includes preparation of the 60 % construction documents: Plans, Specifications and an Opinion of Probable Construction Cost. GHD will prepare 60% plans using the existing topographic survey and incorporate as-built drawings and any additional utility information received. The 60% plans will be developed from the preliminary site layout developed in the Preliminary Design Report and will include the new tank location on the site, tank details, preliminary foundation design, piping connections to Lift Station A, connections to the emergency storage if required, site civil design, tank boring locations, preliminary electrical plans and details, controls and be sufficiently detailed to serve as the basis for the development of the 90% submittal. 60% level technical specifications will be developed submitted as a part of the submittal. The level of design will vary between a concrete tank and a steel tank and GHD's fee proposal will reflect the level of effort for each alternative. It is assumed that the District will distribute 60% plans & technical specifications and return one consolidated comment review package.

GHD shall prepare opinion of probable cost at the 60% design level. Unit prices will be verified for the various bid items. An appropriate construction contingency will be included.

Deliverables:

60% Plans, Specifications, and Probable Cost (One full size plan set and electronic copy of plans, one hard and one electronic copy of specification and probable cost)

90% Plans & Specifications

This phase of the project includes preparation of the 90% construction documents: Plans, Specifications and an Opinion of Probable Construction Cost. The 90% plans & specifications will be developed based on the District's review and comments of the 60% submittal. GHD will prepare an opinion of probable cost at the 90% design level based on an update of the 60% cost estimate. Unit prices will be verified for the various bid items. An appropriate construction contingency will be included.

Deliverables:

90% Plans, Specifications, and Probable Cost (One full size plan set and electronic copy of plans, one hard and one electronic copy of specification and probable cost)

Final Design/Bid Set

GHD will prepare a complete set of biddable contract documents and final engineer's opinion of probable construction costs. Revisions will be substantially based upon comments and recommendations provided by the District for the 90% submittal. The Final Plans & Specifications will be stamped and signed by professional engineers registered in the State of California.

Deliverables:

- Final Stamped/Signed full-size (22"x34") Plans (1 paper copy)
- Final Technical Specifications (2 paper copies)
- Final Opinion of Probable Construction Cost (2 paper copies)
- Electronic copy of Final project Plans (AutoCAD & pdf)
- Electronic copy of final project Technical Specifications (MS Word & pdf)

Task 4. Bid Phase Assistance

GHD will be available during the bid period to assist the District with any technical questions related to the design and to prepare technical bid document revisions which the District may need to be issued by addenda. We assume that questions will be received by and subsequent responses will be communicated through the District. Questions from prospective bidders that are directed to GHD will be re-directed to the District for proper documentation. We have budgeted to respond to up to five (5) RFIs related to technical items and the design.

GHD will assist the District with preparing Addenda as appropriate to clarify, correct, or change design-related items in the Bid Documents in response to questions and clarification requests received during the project's bid phase. It is assumed that the District will issue all Addenda to prospective bidders. This scope item assumes assistance in the preparation of up to two (2) addenda.

GHD will attend the pre-bid conference and assist the District in conducting the pre-bid conference. GHD will prepare

minutes from the pre-bid conference and assist the District in documenting questions asked.

GHD will assist the District in reviewing the bids received with the intent of confirming the lowest responsive and responsible bidder.

Upon Contractor selection, GHD will prepare Conformed Construction Documents incorporating changes made to the bid documents.

Deliverables:

- Responses to questions and RFIs (electronic)
- Support documentation issued with addenda, including revised drawings and revised technical specifications (electronic)
- Pre-bid conference meeting minutes (electronic)
- Conformed Construction Documents: Six (6) full-size hard copies of plans on bond and technical specifications.

Task 5. Construction Phase Services

Task 5.1 Construction Engineering Support

During construction, GHD will review key technical submittals and shop drawings, respond to Contractor Requests for Information (RFIs), and attend 3 site visits as indicated below. We recognize that the final scope of this task may change as the Project design is finalized. As requested in the RFP, and for purposes of this proposal we have included the following:

- Review of 10 submittals (including 1 resubmittal of each)
- Responding to 15 RFIs
- Attending 3 construction meetings
- Review Contractor as-built drawings to confirm changes made during construction are accurately documented for District records. Provide additional edits, as needed, for complete and accurate as-built drawings and furnish (1) set of electronic half size (11X17) Record Drawings in .pdf file format.

Task 5.1 Deliverables:

- Punch list (PDF)

Assumptions and Exclusions

1. Design of retaining walls is excluded. Based on our review of the project site and anticipated grading design, we intend to avoid the need for retaining walls through thoughtful site grading design. Should one or more retaining walls be needed, we will immediately notify the District.
2. Survey is excluded but can be provided, if required, for a negotiated fee.
3. GHD will prepare a performance specification, representative tank design and details for bidding. The selected tank manufacturer will prepare the final stamped and signed tank and foundation design drawings for construction. This is a standard practice for manufactured tanks.
4. The District will retain qualified personnel to perform special inspections during construction. If necessary, GHD can provide special inspections or retain specialty subconsultants to perform special inspections, such as rebar, coatings and electrical.
5. Designs will be prepared using AutoCAD Civil 3D 2018 or newer.
6. Documents will be prepared using Microsoft Word.
7. The District or other consultants will perform construction management and continuous construction observation/inspection. GHD has the in-house capabilities to provide construction management and continuous construction observation/inspection.

→ **Appendix A Resumes**



Alex Culick ^{PE}

Project Director



Location

Santa Rosa, CA

Experience

30 years

Qualifications/Accreditations

- BS, Environmental Resources Engineering, Humboldt State University, Arcata, CA, 1987
- Civil Engineer, CA #57919

Key technical skills

- Water, Wastewater, and Recycled Water Systems
- Construction Management and Project Implementation Oversight

Memberships

- American Society of Civil Engineers
- California Water Environment Association

Relevant experience summary

Alex Culick is a managing principal with GHD with over 30 years of experience specializing in water, wastewater and recycled water systems including pump stations and storage facilities, infrastructure development projects and construction management and project implementation oversight. He is a principal in GHD and is responsible for GHD's project management practice for all disciplines and quality assurance. He has been providing senior level and technical quality assurance and project reviews during design phase and prior to bidding and implementation for select projects.

LBRID Sewer Lift Station Upgrades

Project Manager **LBRID | Pope Valley, CA**

Served as Project Manager for the retrofit of four existing sanitary sewer pump stations that convey wastewater from the Berryessa Estates subdivision to its wastewater treatment and disposal facility. Project included hydraulic analysis and Basis of Design Report evaluating the existing conditions and development of recommendations for the pump replacement including pumps, electrical, and controls and new generators.

Water Balance Report and NOV Assistance

Project Manager **Lake Berryessa Resort Improvement District (LBRID) | Napa, CA**

GHD provided support and developed a response to a NOV from the Central Valley RWQCB in the Spring 2017. The Wastewater Treatment Facility (WWTF) was constructed in 1965 and consists of a series of eight ponds that provides secondary level treatment and storage, followed by irrigation disposal on LBRID-owned sprayfields. Ponds 1, 2, and 3 provide facultative treatment; Pond 4 serves as a polishing pond; and Ponds 5, 6, 7, and 8 serve as storage ponds. GHD developed the Revised Water Balance Report in accordance with the Board's Requirements for Water Balance Update and Calibration that were included in Attachment A of the NOV. A Revised Water Balance Report was submitted evaluating the WWTF to show whether the WWTF has sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow, design seasonal precipitation, and ancillary I&I during the winter months.

LBRID WWTF Upgrades

Project Manager **Lake Berryessa Resort Improvement District (LBRID) | Napa, CA**

Project Manager to prepare plans, technical specifications and a cost estimate for the design of a trench drain and surface improvements at the Lake Berryessa Resort Improvement District (LBRID) Wastewater Treatment Facility (WWTF) in order to reduce inflow of surface and groundwater into the pond system. The WWTF improvements also include design of a new concrete inlet transfer structure for influent flow diversion to the primary facultative ponds, replacement and improvements to the primary facultative ponds influent piping and improvements to the pond dikes.

Backwash Recovery and Sewer Force Main Replacement

Project Manager **Lake Berryessa Resort Improvement District | Pope Valley, CA**

Prepared Plans, Specifications, and Estimate (PS&E) and Basis of Design Report for a membrane filter backwash recovery system, which routed treated backwash water back to the head of the treatment plant. The system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, and automated valves. Report included flow calculations for sizing the tanks and pumps, regulatory requirements, and control strategy.

Water Balance Report and Notice of Violation (NOV) Assistance

Project Manager
Hidden Valley Lake Community Services District | Hidden Valley Lake, CA

GHD was selected by the Hidden valley Lake Community Services District to provide support and develop a Water Balance Evaluation in response to the Central Valley Regional Water Quality Control Board (RWQCB) NOV for sewage spills. In addition to three raw sewage spills, the equalization basin at the Wastewater Treatment Plant (WWTP) overflowed into the storage reservoir. This resulted from the collection system being inundated with high volumes of stormwater and raw sewage, and the Equalization (EQ) basin having inadequate capacity to manage peak wet weather flows resulting from the unusually high January 2017 storm events. The District also stated the collection system and WWTP all exceeded their design capacities. GHD developed a Water Balance Report, which included an evaluation of the proposed expansion of the equalization basin to ensure that the capacity is adequate using 2016/17 influent flows, 100-year annual precipitation data, and other contributions such as Infiltration and Inflow (I&I). In addition, an evaluation of the collection system was completed with a qualitative assessment and recommendations for a reduction of I&I based on field data and information from the operators.

US Coast Guard (USCG) Training Center (TRACEN) WWTP

Project Manager
USCG TRACEN | Petaluma, CA

Served as Project Manager for the design of the WWTF improvements at the USCG TRACEN Facility near Petaluma, California. The multi phased project included the conversion of a facultative pond treatment system to Biological Nutrient Removal (BNR) mechanical secondary treatment plant and tertiary filtration for Title 22 irrigation, installation of 215-acre-feet of new High Density Polyethylene (HDPE)-lined storage ponds and installation of a new 0.5 mg steel water storage tank. Included in the design were multiple vertical turbine pump stations that are used to convey reclaimed wastewater to both agricultural and landscape irrigation areas, a pressurized recycled water system with a hydroneumatic tank and a separate wash and process water system utilizing tertiary treated wastewater. The project included the design of the installation of over 14,000 feet of recycled water pipeline in both base streets and agricultural areas. Over 7,000 feet of the pipeline is 14-inch and the remainder is eight inches. Two trenchless creek crossings that utilized front steer guided boring machines to install pipelines below Stemple Creek were included in the design. In addition, led the coordination with state and federal agencies for the USCG, including obtaining new waste discharge requirements from the RWQCB, which were required to permit the new treatment plant. The TRACEN wastewater facilities had been operating under a cease-and-desist order issued by the North Coast RWQCB due to unpermitted discharges and this project successfully addressed those issues.

Susanville WWTP Modifications

Project Manager
California Department of Corrections | Susanville, CA

Served as Project Manager for the design of modifications to the California Department of Corrections and Rehabilitation (CDCR) Susanville WWTP that included an upgrade and expansion of the treatment plant, effluent pumping stations and construction of additional disposal areas including a new 250-acre irrigation field. Design included the upgrade and expansion of the treatment plant from 1.4 to 1.8 million gpd and included upgrades to the influent screening equipment, modifications and upgrades to three pumping stations, the construction of a primary oxidation pond, modifications to the four secondary ponds, the addition of over 500 acre feet of storage capacity and the construction of two treatment wetlands. The project also included the addition of over five miles of both gravity and force main sewer piping ranging in size from 14-inch to 32-inch in diameter including creek crossings.

Stanly Ranch Wastewater Project

Principal-in-Charge
Stanly Ranch Resort | Napa, CA

Served as Principal-in-Charge for the design of infrastructure for Stanly Ranch, which included preparation of design and construction documents for Phase 1 of the project which includes approximately 2,800 linear feet of horizontal directional drilled pipelines under the Napa River. The directional drilling included bundling a six-inch sanitary sewer force main and 24-inch recycled water line in a common bore and connecting to the Napa Sanitation District Soscol Water Recycling Facility.

Eastside Trunk Sewer - Phase 2

Principal-in-Charge
City of Rohnert Park | Rohnert Park, CA

Served as Project Principal for the completion of the design documents for \$10 million 10,000-linear foot, 18- and 24-inch diameter Polyvinyl Chloride (PVC) sanitary sewer main project. Project work included managing the design team and senior project engineer services for the review of design criteria, hydraulic modeling, survey, field reconnaissance, update of the hazardous materials corridor study, permit review, coordination with GeoEngineers, V&A Consulting Engineers, Quality Assurance / Quality Control (QA/QC) and constructability review, and coordination with the City. Project challenges included difficult geotechnical conditions such as unconsolidated soils and a high groundwater table.

Maxwell Public Utilities District WWTP Modifications and Reuse

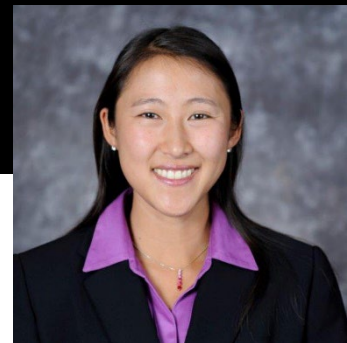
Quality Assurance Engineer
Maxwell Public Utilities District | Maxwell, CA

Acted as Quality Assurance Engineer for the design of the upgrades to the District's natural WWTP and new facilities for wastewater reuse, including a treated effluent pump station and new two-mile transmission pipeline. The new reuse system will allow the District to no longer discharge to surface waters thereby removing regulatory compliance issues with the NPDES. Permitting and hydrogeological studies were completed for the District and oversaw coordination with the RWQCB to permit the new treatment and reuse systems.



Michelle Trinh PE

Project Manager



Location

San Francisco, CA

Experience

14 years

Qualifications/Accreditations

- MS, Civil & Environmental Engineering, University of California, Berkeley, CA, 2009
- BS (Honors), Civil & Environmental Engineering, University of California, Davis, CA, 2006
- Civil Engineer, CA #77172, 2010
- Occupational Safety and Health Administration (OSHA) 7-Hour Confined Space Program, 2014

Key technical skills

- Wastewater Treatment Plants, Lift Stations, Tanks, Wells, Sewer / Water / Recycled Water Pipelines, and Trenchless Design

Memberships

- California Water Environment Association
- Bay Area Water Works Association
- American Society of Civil Engineers

Relevant experience summary

Michelle Trinh has 14 years of design, planning, and project management experience with wastewater treatment plants, lift stations, tanks, wells, sewer / water / recycled water pipelines, and trenchless design. Projects that Michelle has completed include new facility design and design retrofits, facilities and planning reports, engineering services under construction, water storage tanks, storm drain infrastructure improvements, pump station condition assessments and feasibility studies, water supply wells, recycled water systems retrofits, recycled water master plan, pilot studies, water quality monitoring, water modeling, and grant applications for project funding.

Backwash Recovery and Sewer Force Main Replacement

Project Engineer

Lake Berryessa Resort Improvement District | Pope Valley, CA

Prepared plans, specifications, cost estimate and Basis of Design Report for 3,000 linear feet of 10-inch HDPE sewer force main pipe and membrane filter backwash recovery system to route treated backwash water back to the head of the treatment plant. The treatment system includes two settling tanks, booster pump, pressure filter, sludge pumps, floating decanter, automated valves, electrical and instrumentation (analyzers). Report included flow calculations for sizing the force main, pipe material recommendation, tanks and pumps sizing, regulatory requirements, and control strategy. Provide engineering construction support.

Liquid Organic Waste Storage and Biogas Improvements

Project Manager

Central Marin Sanitation Agency | San Rafael, CA

Project includes design of a new fats, oil, and grease receiving system, including storage tank with insulation and heating, mixer, screening / grinding / rock trap system, pumps, tank foundation on piles and geotechnical borings to support the foundation design. Project also includes biogas system

improvements, with 3 flow meters, chiller and heat exchanger replacement and upgrades, and re-piping of the siloxane filters from parallel to in series.

City of Vallejo Water Infrastructure On-Call Consulting

Project / Contract Manager, Engineer

City of Vallejo | Vallejo, CA

Served as Contract Manager for various water infrastructure projects, including pump station emergency generator connections design, pump station Variable Frequency Drive (VFD) retrofit design, and electrical duct bank repair design. Responsible for chemical feed station improvements assessment, which includes evaluation of 10 chemical storage tanks, transfer pumps, secondary containment, seismic anchoring, tank canopy, chemical feed pumps, day tanks, concrete coating, tank and pipe material recommendations, and tank capacity.

Concow Elementary Water Treatment System

Project Manager, Engineer

Golden Feather Union Elementary School District | Oroville, CA

Designed a membrane filtration system with chlorine disinfection to treat well water to California Surface Water Standards and meeting LT2 Standards. System also included three booster pumps, two pressure tanks, electrical design,

instrumentation, flow paced chlorine dosing, pre-engineered building and foundation, and mechanical piping. Project included Department of State Architects permitting and County health approvals. Provided engineering construction support and startup services.

Old Ranch Road Tank No. 2

Project Engineer
North Marin Water District | Novato, CA

Project includes a new tank site for a 100,000-gallon bolted stainless steel tank, including a new access road and water main. The project scope includes plans, specifications, and cost estimate.

Santa Rosa Station Improvement Project

Project Manager, Engineer
San Jose Water Company | Los Gatos, CA

Prepared 100% design plans, specifications, and a cost estimate for a new 400,000-gallon prestressed concrete tank, encompassing site grading, an access road, two hydropneumatics pressure tanks, a temporary water storage tank and piping, a tank mixing system, storm drain connections, erosion control, a tree planting plan, a seven-foot-high retaining wall, and instrumentation. The project also includes coordination with Santa Clara County regarding relocation of communication equipment, California Environmental Quality Act (CEQA) compliance, permitting, and stormwater low impact design using impervious concrete. Prepared bid addenda and provided engineering services under construction for submittal reviews and RFI's.

Davenport County Sanitation District Recycled Water System

Project Engineer
County of Santa Cruz | Davenport, CA

Prepared specifications and assisted with plans for the design of a recycled water system fill station, storage tank, chemical metering pumps and instrumentation. Responding to RFI's and performing submittal reviews during construction. Prepared a Title 22 Engineering Report for the recycled water system and tracer study for the chlorine contact tanks to determine chlorine contact time.

Sunset Water Treatment Plant Improvements

Project Engineer
Placer County Water Agency | Rocklin, CA

Developing design for improvements to the filter backwash treatment, storage, and disposal system. Prepared report which analyzed various alternatives for storage, disposal, solids handling, new flow meter and water quality monitoring equipment for the water storage tank discharge, and effluent flow replacement. Design includes two 150,000-gallon welded steel tanks, sludge pumps, reclaimed water pumps, filter media sludge drying beds, reclaimed water, sludge and storm pipelines, site grading, new flow meters, polymer feed and mixing systems, and equipment building. Project included turbidity testing of backwash water in order to estimate sludge volume produced and settling times.

Dutard Heights Station Improvement Project

Project Manager
San Jose Water Company | San Jose, CA

Served as Project Manager for a 200,000-gallon welded steel tank and booster pump replacement project. Project includes geotechnical evaluation for a landslide and fault area, requiring geological hazard clearance from the City of San Jose. Developing plans, specifications, and cost estimate. Project includes permit assistance.

Recycled Water Fill Station Title 22 Engineering Report

Project Manager
City of San Carlos | San Carlos, CA

Served as Project Manager for preparing a Title 22 Engineering Report for a recycled water fill station serving local residents. The report described the existing recycled water treatment system, source water, fill station program requirements, fill station site layout, tank storage, and piping configuration. The project involves coordination with the Regional Board and Department of Drinking Water for the report and project approval.

Tinker Pump Station Improvements

Project Manager
City of Roseville | Roseville, CA

Prepared preliminary design report and hydraulic analysis for improvements at the 10 MGD Tinker Pump Station. The analysis included hydraulic modeling, review of two pump tests data, and alternatives for pump improvements, piping modifications operational changes to increase the capacity of the pump station to meet anticipated water demands during drought conditions. The report also included recommendations to upsize the fluoride system for the higher demands, and an electrical analysis to confirm power requirements in the event of pump upsizing.

Foothill Water Treatment Plant Grit Structure Screen Replacement

Project Manager
Placer County Water Agency | Newcastle, CA

Prepared final plans, specifications and cost estimate for the replacement of two existing inclined grit structure belt screens with two new vertical Hydrodyne screens, wash water piping modifications, grating and railing modifications, electrical power, and instrumentation. Project included pre-design report and screen sizing. Currently providing bid support services.

Bay Corridor Transmission and Distribution DB129.2

Lead Design Manager
San Francisco Public Utilities Commission | San Francisco, CA

Served as Lead Design Manager for the design-build project with approximately 550 linear feet each of 12-inch auxiliary water supply system, 388 linear feet 8-inch water main, 60 linear feet of 8-inch fire water main, one mile of high (230 kV) and medium voltage (12 kV) underground duct bank, structural vaults, geotechnical ground stabilization at Islais Creek, curb ramp inspection and design, paving, cathodic protection, and

traffic striping. Project complexities include highly urban streetscape with numerous underground utilities, five trenchless crossings using pilot tube auger boring, contractor coordination and multiple City agencies, accelerated design schedule, and design-bid delivery.

United Nations Plaza Water Storage and Distribution

Project Engineer

San Francisco Public Works | San Francisco, CA

Providing bid services and engineering services during construction for a non-potable water treatment system designed to allow reuse of groundwater for a truck fill station and fountain water supply. The treatment system consists of pressure media filters, ultrafiltration system, chemical dosing, and chlorine disinfection. Equipment consists of pumps, valves, flow meters, piping, electrical cabinets, controls, and instrumentation. Project complexities include installing new equipment and controls inside an existing very small equipment vault, which included multiple field layout modifications.

Oceana Marin Treatment and Storage Pond Repair

Project Manager

North Marin Water District | Dillon Beach, CA

Developed a pond stabilization design (plans, specifications, and cost estimate) for two existing wastewater treatment ponds, including pond re-grading and placement of geotextile fabric and rip rap to prevent erosion, 250 LF PVC pipe replacement, and environmental mitigation measurements to protect existing wetlands during construction. Project included biological resources and wetland delineation studies, extensive coordination with the client regarding wetland concerns, site and pond survey, pond depth survey, California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) coordination, and quarterly reports for grant reporting.

City of Arcata WWTF Improvements

Project Engineer

City of Arcata | Arcata, CA

Prepared pre-design report and preliminary cost estimate to evaluate the condition and recommend improvements for the oxidation pond, treatment wetland and associated pumping system. Recommendations include flow equalization in the ponds to manage peak flows, pond baffling and aeration, replace / upsize pumps, vegetation and baffling in the wetlands, and new piping and structures to reroute flow to new outfall to Humboldt Bay.

Mare Island Force Main Replacement Project

Project Engineer

Vallejo Flood and Wastewater District | Vallejo, CA

Prepared bid set plans, specifications, and cost estimate for 5,700 linear feet of 22-inch HDPE sanitary sewer force main, 3,000 linear feet of 12-inch recycled water pipe, and 3,500 linear feet of dual 18-inch potable water main, of which 2,700 linear feet was installed using horizontal directional drilling in two bores under the Napa River. The project also includes two trenchless pipe installations by jack and bore, four water valve vault designs, and construction near seasonal wetlands.

Prepared bid addenda and provided engineering services under construction for submittal reviews and Requests for Information (RFI's).

Terra Linda Water and Sewer Replacement

Project Manager

City of Santa Rosa | Santa Rosa, CA

Prepared plans, specifications, and cost estimate for replacement of 1,600 linear feet of 8-inch /10-inch Polyvinyl Chloride (PVC) water main and 1,300 linear feet of eight-inch sewer pipe, four new hydrant installations, water and sewer lateral replacements and tie-ins, curb and gutter repairs, and 53,000 square feet of full pavement reconstruction. The project design includes utility coordination, maintaining minimum separation requirements between water/sewer utilities where possible, construction sequencing to install new water main while keeping existing main in service, and landscape restoration.

Millbrae Avenue Box Culvert Repair

Project Manager, Engineer

City of Millbrae | Millbrae, CA

Responsible for repair of box culvert that is located beneath private properties. Project included alternatives evaluation for repairing the box culvert or rerouting it as a pipe along streets or as a pipe with daylighting of the creek in a nearby park. Design included plans, specifications, and cost estimate to replace 725 linear feet of 48-inch Reinforced Concrete Pipe (RCP) and radial elliptical concrete pipe, manholes, 12-inch RCP laterals, discharge into the existing creek with a hydraulic analysis, grading, rip rap design, and filling the existing box culvert with controlled low-strength material. Environmental included CEQA compliance, permitting, and revegetation mitigation plan.

No. 3 Water Piping Improvements

Project Manager

City of Millbrae | Millbrae, CA

Served as Project Manager for design project in which replaced 100 linear feet of the existing PVC No. 3 water system at the treatment plant with new two-inch and three-inch stainless steel pipe. The project included a predesign memo evaluating different pipe materials and selected stainless steel pipe based on the higher-pressure rating, cost, and service life. Other improvements included replacing the Hellan strainer, and valves and hose bibs.

Soquel Pump Station Force Main Replacement

Project Manager, Engineer

Santa Cruz County Sanitation District | Capitola, CA

Prepared 100% plans, specifications, and cost estimate for rebid. Project includes 730 linear feet of horizontal directional drilling 24-inch HDPE pipe installation below Soquel Creek and 500 linear feet of open cut installation, including force main to gravity transition structure, valve vault, and pavement restoration. Pump station improvements include new Air Release Valve (ARV)/flow meter vault with pig launcher, odor pipe, surge valve, and isolation valve replacements. Providing engineering services under construction for submittal reviews and RFI's.



Brian Crowell PE, SE

Structural Engineering Lead



Location

Eureka, CA

Experience

21 years

Qualifications/Accreditations

- MS, Structural Engineering, Stanford University, Stanford, CA, 2001
- BS, Civil Engineering, University of California, Irvine, CA, 2000
- Civil Engineer, CA #65326
- Structural Engineer, CA #5216
- California Emergency Management Agency (CALEMA) Safety Assessment Program

Key technical skills

- Structural Engineering Evaluation and Design Experience

Memberships

- N/A

Relevant experience summary

Brian Crowell has over 21 years of structural engineering evaluation and design experience with new building construction and retrofits, retaining walls, wharves and piers, equipment anchorage, concrete tanks and structures, timber structures, retaining walls, and steel buildings throughout Northern California, serving as one of GHD's senior structural designers. In this role, he interacts with owner representatives, architects, and regulators while collaborating with the design team to provide cost-effective, detailed structural designs.

College of the Redwoods Wastewater Treatment and Disposal System

Senior Structural Engineer
College of the Redwoods | Eureka, CA

Served as Senior Structural Engineer for design for new underground septic system including reinforced concrete tanks, and new CMU maintenance building.

50,000-Gallon Tank Foundation

Senior Structural Engineer
CPKelco | San Diego, CA

Served as Senior Structural Engineer for foundation design for support of new syrup tank. Foundation incorporating micro-piles in liquefaction hazard zone.

McKinleyville Community Services District Generator Replacement

Senior Structural Engineer
McKinleyville Community Services District | McKinleyville, CA

Served as Senior Structural Engineer for design of existing building modifications and equipment anchorage for two new generators servicing the entire collection system.

San Francisco Fire Station 31 Generator Replacement

Senior Structural Engineer
San Francisco Public Works | San Francisco, CA

Served as Senior Structural Engineer for new generator foundations, equipment anchorage and enclosure design for new emergency generator system.

College of the Redwoods Creative Arts Buildings

Structural Engineering Supervisor
College of the Redwoods | Eureka, CA

Served as Structural Engineering Supervisor for detailed structural design for five new single-story wood framed classroom buildings. Responsible for plywood shear wall lateral design with premanufactured wood truss roof assemblies, as well as plan development and 3D modeling in Revit. Was reviewed and approved by the Division of the State Architect (DSA).

Buenaventura Trail Ten Bridges Replacement

Structural Engineering Supervisor
City of Redding | Redding, CA

Served as Structural Engineering Supervisor for field investigation, preparation of replacement options, and

estimates of probable cost for 10 bridges destroyed or damaged by the Carr Fire. Replacement options include like-kind timber bridges compared with non-flammable options in conformance with the Federal Emergency Management Agency (FEMA) Public Assistance Hazard Mitigation Program.

Storm Damage Repairs Mattole Road at PM 13.67

Structural Engineering Supervisor
County of Humboldt Department of Public Works | Eureka, CA

Served as Structural Engineering Supervisor for structural design of soldier pile retaining wall with anchor piles and precast concrete lagging.

Storm Damage Repairs Mattole Road at PM 42.76

Structural Engineering Supervisor
County of Humboldt Department of Public Works | Eureka, CA

Served as Structural Engineering Supervisor for structure design of 20-foot-tall, welded wire Mechanically Stabilized Earth (MSE) retaining wall. The wall was used as a permanent traffic-supported wall for a county road.

Lower Alameda Creek Fish Passage Improvement

Senior Structural Engineer
Alameda County Water District | Fremont, CA

Served as Structural Engineering Supervisor for structural design for a complex, large-scale fish ladder/water intake structure. Performed structural calculations for reinforced concrete earth retaining and fish passage structures, sheet pile retaining walls, structural steel appurtenances, catwalk system, and soil anchor tiebacks.

College of the Redwoods Applied Technologies Building

Senior Structural Engineer
College of the Redwoods | Eureka, CA

Served as Senior Structural Engineer for seismic upgrades to existing timber framed community college classroom, laboratory, and shop building.

College of the Redwoods Student Union Building

Senior Structural Engineer
College of the Redwoods | Eureka, CA

Served as Senior Structural Engineer for seismic upgrades to existing timber framed community college bookstore, cafeteria, office, and meeting space building.

College of the Redwoods Site Utilities Replacement

Senior Structural Engineer
College of the Redwoods | Eureka, CA

Served as Senior Structural Engineer for design for new Cement Masonry Unit (CMU) electrical switchgear building and concrete foundations for emergency generators.

Bear Gulch Upper Diversion Fishway

Senior Structural Engineer
California Water Service Company | San Mateo County, CA

Served as Senior Structural Engineer for reinforced concrete design for creek fish passage and water diversion. Project included retaining walls, new pump house foundation, and catwalks.

San Nicolas Island Pier Repairs

Senior Structural Engineer
Naval Facilities Engineering Systems Command (NAVFAC) | San Nicolas Island, CA

Served as Senior Structural Engineer for repair of pier catwalk column anchorage, railing anchorage, and mooring bumpers.

Northern Humboldt Union High School District Fine Arts Building

Senior Structural Engineer
Northern Humboldt Union High School District | Arcata, CA

Served as Senior Structural Engineer for construction administration, including Request for Information (RFI) responses and field detailing.

Los Alamitos Fuel Maintenance Station Modernization

Senior Structural Engineer
State of California Military Department | Los Alamitos, CA

Served as Senior Structural Engineer for interior and exterior improvements to existing CMU building. Structural anchorage for new mechanical, electrical, and architectural components.

San Quentin Prison New Boiler Plant

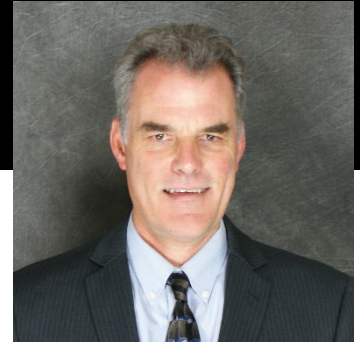
Senior Structural Engineer
California Department of Corrections and Rehabilitation, San Quentin Prison | San Quentin, CA

Served as Senior Structural Engineer for design for new boiler building housing three new 1,200 HP boilers and ammonia-based Selective Catalytic Reactors (SCR's). The project also included new surge tank, deaerator, and chemical treatment system.



Rick Guggiana EE, LEED AP, CDT

Electrical and Instrumentation Lead



Location

Santa Rosa, CA

Experience

34 years

Qualifications / Accreditations

- BS, Electrical Engineering Technology, California State Polytechnic University, Pomona, CA, 1983
- Electrical Engineer, CA #15580, AZ #34069, CO #34471, IL #062-053426, TX #86009, WA #36259
- Leadership in Energy and Environmental Design Accredited Professional (LEED AP), US Green Building Council
- Construction Documents Technologist (CDT), Construction Specifications Institute

Key technical skills

- Electrical, Controls, and Instrumentation Fields
- Water Treatment, Storage, and Pumping Systems, Wastewater Collection and Treatment Systems, Pumping Controls, Supervisory Control and Data Acquisition (SCADA) Systems

Memberships

- Institute of Electrical and Electronics Engineers

Relevant experience summary

Richard (Rick) Guggiana is a licensed electrical engineer with over 34 years of experience in the electrical, controls, and instrumentation fields, for federal, military, municipal, and private industrial clients. He has extensive experience with water treatment, storage, and pumping systems, wastewater collection and treatment systems, pumping controls, SCADA systems, low and medium-voltage power generation, microgrids, and waterfront electrical distribution. Rick has led large-scale coordination and arc flash studies, desk-top radio path modeling, photometric analyses, forensic studies, feasibility studies, condition assessments, construction cost estimates, and engineering services during construction. He has also written design-build Requests for Proposal (RFP's) and has served as the client's representative, as well as served as the lead electrical engineer on contractor-led design-build teams. Rick was involved in the design and construction management of a 115 kV substation project, which won a merit award from the Consulting Engineers and Land Surveyors of California (CELSOC).

Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades

Electrical Engineer

Napa County Public Works | Napa, CA

Served as Electrical Engineer for project to replace two leaking redwood tanks with two 100,000+ gallon steel water storage tanks, along with mechanical and electrical improvements at two pump station sites. Project included replacement of corroded MCC's (for booster pumps) tank level instrumentation, and chlorine injection equipment. The project added flow metering, and tank mixing (for trihalomethane reduction). A two-wire tank level control system was upgraded to a PLC-based system with 150MHz radio telemetry.

Lake Berryessa Resort Improvement District Sewer Lift Station Upgrades

Electrical Engineer

Napa County Public Works | Napa, CA

Served as Electrical Engineer for sewage pump station replacement project at four sites in a mountainous rural

subdivision. Electrical design included exterior pump control panels with VFD's (Site A, only), and solid state reduced voltage starters (Sites B, C, and D) backup diesel generators, flow metering, upgraded electrical utility service panels (Sites B, C, and D), and new 150 MHz radio-based SCADA telemetry system. Construction sequence was staged to allow construction of new pump stations while existing pumps remained in service.

P-1046B Reclaimed Water Conveyance Facilities

Electrical Engineer of Record

Orion Construction | Marine Corps Base - Camp Pendleton, CA

Served as Electrical Engineer of Record for the design of conveyance facilities to provide for new higher capacity reclaimed water systems to reduce dependency on potable water, and injection wells to act as a saltwater barrier to improve the aquifer. The distribution system includes a pump station at each of two existing WWTPs, a truck fill station, three reservoirs, sixteen injection wells, and six monitoring wells. Remote tank sites are solar powered, with high efficiency, low

power lighting. Lighting controls in the pump stations and at the tank sites comply with California Title 24. AGI32 software was used to model the indoor and outdoor lighting at each location.

Metropolitan Wells Redevelopment

Electrical Engineer

City of Rio Dell | Rio Dell, CA

Served as Electrical Engineer for project to rehabilitate two existing drinking water wells. Improvements include VFD-controlled submersible well pumps, VFD-controlled clearwell pumps, a pressurized filter vessel control panel, carbonic acid generation system for pH adjustment, pH adjustment booster pump, backwash reclaim transfer pump, flowmeters, and backwash tank level instrumentation. Process status and alarm signals were integrated into the City's existing Data Flow Systems SCADA system.

City of Sebastopol Well #6 Water Treatment System

Electrical Engineer

City of Sebastopol | Sebastopol, CA

Served as Electrical Engineer for this well treatment system project for the City of Sebastopol to reduce the level of naturally occurring arsenic in the well's output. Improvements include a new greensand filter vessel control panel, ferric chloride and sulfuric acid injection pumps, booster pump, variable-speed backwash reclaim transfer pumps, sludge disposal pump, flowmeters, and backwash tank level instrumentation. Process status and alarm signals were integrated into the City's Alerton building management system.

Marianas College Tank Replacement

Electrical Engineer

Commonwealth Utilities Corporation | Saipan, MP

Served as Electrical Engineer for one-million-gallon potable water tank and pump station project. Project included new electrical service, well pump VFD control panel, chlorine gas storage and injection system, emergency generator, facility electrical distribution, and interior lighting. Designed process around stand-alone controller, with intent to interface to future PLC-based SCADA system.

Palmer Drive Water Tank

Electrical Engineer

North Marin Water District | Novato, CA

Served as Electrical Engineer for four-million-gallon-welded steel potable water tank project. Project included new services from PG&E and SBC Communications, electrical service pedestal, and enclosure for owner-provided remote terminal unit. Tank instrumentation and control devices consisted of level transducer, altitude valve control valve and position switches, tank intrusion switches, and surveillance camera.

Wild Horse Tank No. 2

Electrical Engineer

North Marin Water District | Novato, CA

Served as Electrical Engineer for 50,000-gallon welded steel potable water tank project. Project included new service from

PG&E, electrical service pedestal, tank grounding, and enclosure for owner-provided remote terminal unit. Tank instrumentation and control devices consisted of level transducer, altitude valve control valve and position switches, and tank intrusion switches.

North Richmond Pump Station Renewal

Electrical Engineer

Contra Costa County Public Works | Richmond, CA

Performed condition assessment and developed cost estimate for rehabilitation of a stormwater pump station. The pump station consists of four vertical turbine pumps driven by spark-ignited engines, along with dry-weather electric pumps, ventilation, engine cooling, and other pump station auxiliary systems and equipment. Developed options to convert pump drivers to diesel engines, or electric motors with variable frequency drives.

San Francisco Public Works Non-Potable Water Re-Use System

Electrical Engineer

San Francisco Public Works | San Francisco, CA

Served as Electrical Engineer for the engineering report and design for a 25,000 GPD non-potable water re-use system. The system collects foundation underdrainage from adjacent buildings and treats it via media and membrane filtration and disinfects for re-use in street-sweeping and fountain make-up supply, off-setting potable water use by over five million gallons per year. A significant design challenge was to fit new equipment into an underground vault with existing equipment that needed to remain in place. Electrical scope included modifications to an existing equipment vault power distribution, Motor Control Center (MCC) expansion, with new instrumentation and PLC-based SCADA system. The project also provided power distribution to receptacles at the above-ground plaza. Receptacles and associated breakers were mounted in vandal-resistant pedestals for use by farmers-market vendors. Electrical scope included voltage drop and conduit fill calculations.

Davenport County Sanitation District Recycled Water System

Project Engineer

Davenport County Sanitation District | Davenport, CA

Served as Project Engineer for the District's recycled water system improvements project located in Davenport, Santa Cruz County. The design included upgrades to the treatment plant's processes to attain disinfected tertiary effluent status under Title 22 of the California Code of Regulations. Improvements included design of a recycled water storage pond, pumping station wet well and pumps, recycled water transmission line, chemical metering pumps and valves, and reclaimed water truck filling station. In addition, redundancy was added to the plant's alarms and treatment processes to ensure treated water not meeting recycled water specifications could be recirculated to the secondary treatment lagoon. Responsibilities included preparation of engineering design, construction drawings, specifications, project cost estimate, and engineering report.

→ Appendix B Disclosure of Potential Conflict of Interest

EXHIBIT B

Conflict of Interest Checklist & Disclosure Form

CONFLICT OF INTEREST CHECKLIST INSTRUCTIONS AND DISCLOSURE FORM

Purpose of the checklist. The attached conflict of interest checklist is to be used by all Respondents to assist in screening for potential organizational conflicts of interest. The checklist is for the internal use of the Respondents and does not need to be submitted to Lake Berryessa Resort Improvement District (LBRID).

Definition of “Respondent.” As used herein, the word “Respondent” includes both the Prime Contractor/Consultant and all proposed subcontractors/subconsultants.

Checklist is not Exclusive. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist, including specific set forth in law or LBRID’s Conflict of Interest Policy. If a Respondent determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

Use of the Disclosure Form. After review of the checklist, the Respondents must complete the Disclosure of Potential Conflict of Interest and submit it along with the Respondent’s proposal. If the Respondent determines a potential conflict of interest exists, it must disclose the potential conflict of interest to LBRID; however, such a disclosure will not necessarily disqualify a Respondent from being awarded a contract. LBRID personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the Respondent may be awarded the contract notwithstanding the potential conflict. LBRID’s personnel may consult with District Counsel in reaching its decision. Resolution of the conflict of interest issues is ultimately at the sole discretion of LBRID.

Material Representation. The Respondent is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to mitigate such conflicts. The Respondent is also responsible to update conflict information if such information changes after the submission of the proposal. Information provided on this form will constitute a material representation as to the award of this contract. LBRID reserves the right to cancel or amend the resulting contract if the successful Respondent failed to disclose a potential conflict, which it knew or should have known about, or if the Respondent provided information on the disclosure form that is false or misleading.

Approach to Reviewing Potential Conflicts. LBRID recognizes that the Respondents must maintain business relations with other public and private sector entities in order to continue as viable businesses. LBRID will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not LBRID’s intent to disqualify Respondents based merely on the existence of a business relationship with another entity, but

rather only when such relationship causes a conflict that potentially impairs the Respondent's ability to provide objective advice to LBRID. LBRID would seek to disqualify Respondents only in those cases where a potential conflict cannot be adequately mitigated.

CONFLICT OF INTEREST CHECKLIST

An organizational conflict of interest may exist in any of the following cases:

- ☐ The Respondent, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, or other deliverable required by this contract.
- ☐ The Respondent is providing services to another governmental or private entity and the Respondent knows or has reason to believe, that the entity's interest are, or may be, adverse to LBRID's interest with respect to the specific project covered by this contract.
- ☐ The Respondent is providing design services to a private entity, including but not limited to developers, whom the Respondent knows or has good reason to believe, have a property interest in land affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Respondent's performance of work pursuant to this contract. Comment: this provision does not presume Respondents know nor have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Respondent has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ☐ The Respondent has a business arrangement with a LBRID employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Respondent being awarded this contract. This item does not apply to pre-existing employment of current or former LBRID employees, or their immediate family members. Comment: this provision is not intended to supersede any statutes or policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Respondent may have unfair access to "inside" information.
- ☐ The Respondent has, in previous work, provided design services and such professional services that potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment: this provision will not, for example, necessarily disqualify a Respondent who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.
- ☐ The Respondent has, in previous work for LBRID, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Respondent with an unfair advantage in preparing a proposal for this project. Comment:

this provision is intended to avoid a situation where a Respondent has been provided information that cannot be provided to other Respondents.

- ☐ The Respondent has, in previous work for LBRID, performed such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation. Comment: This provision is not intended to discourage unsolicited comments on any draft RFPs made available to the public at large.
- ☐ The Respondent, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to LBRID.

→ **Appendix C Proof of Insurance**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Allied World Assurance Company US Inc</td><td>19489</td></tr> <tr> <td>INSURER B:</td><td>Zurich American Insurance Company</td><td>16535</td></tr> <tr> <td>INSURER C:</td><td>Beazley Insurance Company Inc</td><td>37540</td></tr> <tr> <td>INSURER D:</td><td>Lloyd's Syndicate 2623 (Beazley Furlong Li</td><td>C2166</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Allied World Assurance Company US Inc	19489	INSURER B:	Zurich American Insurance Company	16535	INSURER C:	Beazley Insurance Company Inc	37540	INSURER D:	Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W25070445

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	Coll Ded: \$500						Hired Physical Damage \$ 100,000.00
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	Comp Ded: \$250						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			V29594210301	12/01/2021	12/01/2022	Each Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern-GHD Services Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability where required by contract or agreement.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability where required by contract or agreement.

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited)
 POLICY NUMBER: W29657210301 EFF DATE: 12/01/2021 EXP DATE: 12/01/2022

NAIC#: C2166

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Where required by written contract
Location And Description of Completed Operations: Where required by written contract
Additional Premium: N/A

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract

Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.



2235 Mercury Way Ste 150,
Santa Rosa CA 95407
USA
www.ghd.com

ATTACHMENT 2

FEE PROPOSAL



July 28, 2022

Annamaria Martinez
Assistant Engineer
Lake Berryessa Resort Improvement District
804 First Street
Napa, California 94559

Re: Lift Station A - Sewer Collection Tank Replacement Project - Fee Proposal

Dear Annamaria,

Please find GHD's fee estimate as requested for the Sewer Collection Tank Replacement Project. We have provided two fee estimates for your consideration. The effort required for both the design services will vary based on whether the selected tank is a bolted steel or concrete tank. We can discuss how best to contract for the services and how to account for the difference in the design once a tank selection is complete.

Our fee proposal is based on an estimate of effort required to complete the work. Because the proposed fee is an estimate of the effort required, GHD always maintains the right to move dollars from one task to another as the project develops. Additional out of scope work will be negotiated and contracted through an amendment if necessary.

GHD appreciates the opportunity to submit our proposal to provide consulting services to the District on this project and we look forward to continuing our relationship with the District. If you have any questions regarding our submission, please do not hesitate to contact Alex at 707.599.6936 or alex.culick@ghd.com.

Regards,

Alex Culick, PE
Project Director
707.599.6936
alex.culick@ghd.com

Michelle Trinh, PE
Project Manager
415.296.3642
michelle.trinh@ghd.com



Steel Sewer Collection Tank

Task	Description	Project Director	Project Manager	Project Engineer	CAD Designer	Senior Electrical Engineer	Electrical Engineer	Senior Structural Engineer	Structural Engineer	Admin	Project Assistant	Total Hours	Labor Total	Clarkford & Associates	Subs Markup	Total Subs	Dist. Fee	Total Dist.	Estimated Project Total
Task1	Project Management	4	30	0	0	0	0	0	0	0	12	46	\$9,620	\$0	\$0	\$0	\$299	\$299	\$9,919
Subtask 1.1	Project Management	4	30	0	0	0	0	0	0	0	12	46	\$9,620	\$0	\$0	\$0	\$299	\$299	\$9,919
Task2	Preliminary Design Report	10	36	66	24	4	0	40	40	8	0	230	\$41,980	\$0	\$0	\$0	\$1,495	\$1,495	\$43,485
Subtask 2.1	Site Visit	4	6	6	6	0	0	0	0	0	0	16	\$3,364	\$0	\$0	\$0	\$104	\$104	\$3,468
Subtask 2.2	Preliminary Design Report	6	32	60	24	4	0	40	40	8	0	214	\$38,626	\$0	\$0	\$0	\$1,391	\$1,391	\$40,017
Task3	Engineered Plans & Specifications	12	56	88	44	14	24	32	60	36	0	365	\$64,074	\$0	\$0	\$0	\$2,370	\$2,370	\$66,453
Subtask 3.1	60% Submittal	4	24	32	16	8	12	8	24	16	0	144	\$25,092	\$0	\$0	\$0	\$936	\$936	\$26,028
Subtask 3.2	90% Submittal	4	16	32	16	4	8	16	24	12	0	132	\$23,064	\$0	\$0	\$0	\$858	\$858	\$23,922
Subtask 3.3	100% Submittal	4	16	24	12	2	4	8	12	8	0	90	\$15,918	\$0	\$0	\$0	\$585	\$585	\$16,503
Task4		0	2	0	0	0	0	1	0	0	0	3	\$606	\$20,554	\$2,055	\$22,609	\$20	\$20	\$23,235
Subtask 4.1	Geotechnical Report	0	2	0	0	0	0	1	0	0	0	3	\$606	\$20,554	\$2,055	\$22,609	\$20	\$20	\$23,235
Task5		4	8	8	6	2	0	0	6	4	0	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221
Subtask 5.1	Bid Phase	4	8	8	6	2	0	0	6	4	0	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221
Task6		8	32	28	0	2	0	2	12	0	0	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
Subtask 6.1	Construction Support	8	32	28	0	2	0	2	12	0	0	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
Total Labor Hours		38	166	190	74	22	24	75	118	48	12	767	\$138,566	\$20,554	\$2,055	\$22,609	\$4,986	\$4,986	\$165,161
Estimated Project Total		\$10,982	\$33,632	\$31,540	\$12,284	\$5,302	\$3,984	\$15,150	\$19,588	\$4,800	\$1,404								



Concrete Sewer Collection Tank

Description		Project Director	Project Manager	Project Engineer	CAD Designer	Senior Electrical Engineer	Electrical Engineer	Senior Structural Engineer	Structural Engineer	Admin	Project Assistant	Total Hours	Labor Total	Crawford & Associates	Subs Markup	Total Subs	Diab Fee	Total Disb.	Estimated Project Total	
Task1 Project Management Subtask 1.1 Project Management Task2 Preliminary Design Report Subtask 2.1 Site Visit Subtask 2.2 Preliminary Design Report Task3 Engineered Plans & Specifications Subtask 3.1 80% Submittal Subtask 3.2 90% Submittal Subtask 3.3 100% Submittal Task4 Subtask 4.1 Geotechnical Report Task5 Subtask 5.1 Bid Phase Task6 Subtask 6.1 Construction Support	\$289	4	\$202	\$166	\$166	\$241	\$168	\$202	\$168	\$100	\$117	46	\$8,620	\$0	\$0	\$0	\$299	\$299	\$8,919	
			30	0	0	0	0	0	0	0	12	46		\$0	\$0	\$0	\$299	\$299		
		10	38	66	24	4	0	40	44	8	0	234	46	\$42,654	\$0	\$0	\$0	\$1,521	\$1,521	\$44,175
			4	6	6	0	0	0	0	0	0	0	16	\$3,364	\$0	\$0	\$0	\$104	\$104	\$3,468
		6	32	60	24	4	0	40	44	8	0	218	118	\$39,260	\$0	\$0	\$0	\$1,417	\$1,417	\$40,707
		12	66	88	52	14	24	90	120	36	0	492	492	\$97,078	\$0	\$0	\$0	\$3,198	\$3,198	\$100,276
		4	24	32	24	8	12	40	40	16	0	200	200	\$35,540	\$0	\$0	\$0	\$1,300	\$1,300	\$36,840
		4	16	32	16	4	8	34	48	12	0	174	174	\$30,684	\$0	\$0	\$0	\$1,131	\$1,131	\$31,815
		4	16	24	12	2	4	16	32	8	0	118	118	\$20,654	\$0	\$0	\$0	\$767	\$767	\$21,421
		0	2	0	0	0	0	1	0	0	0	0	3	3	\$606	\$20,654	\$22,609	\$20	\$20	\$23,235
		0	2	0	0	0	0	1	0	0	0	0	3	3	\$606	\$20,554	\$22,609	\$20	\$20	\$23,235
		4	8	8	6	2	0	0	6	4	0	38	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221
	4	8	8	6	2	0	0	6	4	0	38	38	\$6,974	\$0	\$0	\$0	\$247	\$247	\$7,221	
	8	32	28	0	2	0	0	2	12	0	0	84	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
	8	32	28	0	2	0	0	2	12	0	0	84	84	\$16,302	\$0	\$0	\$0	\$546	\$546	\$16,848
Total Labor Hours		38	166	190	82	22	24	133	182	48	12	897	\$162,234	\$20,554	\$2,055	\$22,609	\$5,831	\$190,674		
Estimated Project Total		\$10,982	\$33,632	\$31,540	\$13,612	\$5,302	\$3,984	\$28,866	\$30,212	\$4,800	\$1,404	897	\$162,234	\$20,554	\$2,055	\$22,609	\$5,831	\$190,674		



Napa County

Board Agenda Letter

Napa Berryessa Resort Improvement District **Agenda Date:** 9/27/2022

File ID #: 22-1372

TO: Board of Supervisors
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Benjamin Sargent - Senior Accountant-Auditor
SUBJECT: 2022-23 Appropriation Limit for Napa Berryessa Resort Improvement District

RECOMMENDATION

Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and revenues subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIII B of the California Constitution.

EXECUTIVE SUMMARY

Article XIII B of the California Constitution requires the Napa Berryessa Resort Improvement District establish an appropriation limit on an annual basis. Today's adoption of the recommended resolution establishes the appropriation limit and revenues subject to that limit, using the percentage change in the California per capita personal income from the preceding year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The estimated appropriation limit is considered when preparing the District's recommended budget.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The appropriation limit is required to be approved each fiscal year.
Consequences if not approved:	Failing to establish an appropriation limit each fiscal year would put the District in violation of the State Constitution.
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 annual appropriation limit is calculated in accordance with Article XIII B of the California Constitution and is the amount the District could spend that is funded by certain taxes and State subventions, while the revenues subject to that limit are the amount of revenues from those sources the District anticipates actually receiving in the fiscal year. In certain instances when the revenues subject to the limit exceeds the limit itself, tax revenues are required to be returned to local taxpayers.

The Auditor-Controller is requesting approval of a resolution establishing the appropriation limit for Fiscal Year 2022-2023 at \$394,444 with revenues subject to that limit of \$38,535 using the percentage change in the California per capita personal income from the preceding year calculated in the attached memo.



A Tradition of Stewardship
A Commitment to Service

AUDITOR-CONTROLLER INTER-OFFICE MEMO

Date: September 27, 2022
To: Board of Directors
From: Tracy A. Schulze 
Auditor-Controller
Subject: **2022-2023 Appropriations Limit for Napa Berryessa Resort Improvement District**

Article XIII B of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIII B of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIII B requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or
- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 0.99. Therefore, I am recommending the District's appropriations limits be calculated using change in the California per capita personal income from the preceding year.

Cumulative Growth Factor Calculation Detail

California Per Capita Personal Income Calculation				
California per capita personal income change	=	7.55%	+ 1 =	1.07550000
Population Change within Napa County Bordering Counties				
$\frac{\text{Population January 1, 2022}}{\text{Population January 1, 2021}}$	=	$\frac{1,341,202}{1,343,871}$	=	0.99801395
Personal Income Growth Factor: 1.0755 multiplied by .99801395 =				1.07336400

Non-residential New Construction Calculation				
$\frac{\text{Non-Residential New Construction}}{\text{Assessed Value Growth}}$	=	$\frac{\$ -}{\$ 7,416,537}$	+ 1 =	1.00000000
Population Change within Napa County Bordering Counties				
$\frac{\text{Population January 1, 2022}}{\text{Population January 1, 2021}}$	=	$\frac{1,341,202}{1,343,871}$	=	0.99801395
New Construction Growth Factor: 1. multiplied by .99801395 =				0.99801395

<u>Appropriation Limit Calculation Detail</u>	
2021 - 2022 Appropriation Limit	\$ 367,484
Multiplied by the Greater Growth Factor	1.07336400
2022 - 2023 Appropriation Limit	<u>\$ 394,444</u>

Recommended Board Action

Adopt the attached resolution establishing the appropriations limit for Napa Berryessa Resort Improvement District using the percentage change in California per capita personal income. The appropriations limit and revenues subject to the limit are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
Napa Berryessa Resort Improvement District	\$394,444	\$38,535

RESOLUTION NO. _____ (NBRID)

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA
BERRYESSA RESORT IMPROVEMENT DISTRICT,
ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE
DISTRICT FOR THE 2022-2023 FISCAL YEAR**

WHEREAS, Article XIII B of the California Constitution requires each entity of local government to annually establish an appropriations limit; and

WHEREAS, the annual appropriations limit generally cannot exceed the entity's appropriations limit for the prior year as adjusted for the change in the cost of living and the change in population, except as otherwise provided in Article XIII B; and

WHEREAS, section 8(e)(2) of Article XIII B requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction;

NOW, THEREFORE, BE IT RESOLVED by the governing board of the Napa Berryessa Resort Improvement District ("District") that the appropriations limit and the estimated revenues subject to the limit for the District for fiscal year 2022-2023 are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
Napa Berryessa Resort Improvement District	\$394,444	\$38,535

BE IT FURTHER RESOLVED that in determining the fiscal year 2022-2023 appropriations limit, the percentage change in California per capita personal income from the preceding year was used as the cost-of-living factor for fiscal year 2022-2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the governing board of the Napa Berryessa Resort Improvement District at a regular meeting held on the 27th day of September, 2022, by the following vote:

AYES:	MEMBERS	_____

NOES:	MEMBERS	_____
ABSTAIN:	MEMBERS	_____
— ABSENT:	MEMBERS	_____

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

RYAN GREGORY,
Chair of the Governing Board

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>September 15, 2022</u> PL Doc. No. 79401</p>	<p>APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1673

TO: Board of Supervisors
FROM: Tracy Cleveland - Agricultural Commissioner
REPORT BY: Jaspreet Faller - Staff Services Analyst II
SUBJECT: Agreement with Napa County Resource Conservation District

RECOMMENDATION

Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign Agreement No. 230142B with the Napa County Resource Conservation District (NCRCD) for a maximum of \$6,315 for the term July 1, 2022 through June 30, 2023 to complete grant requirements as outlined in the 2021 Noxious Weed Program with the California Department of Food & Agriculture (CDFA).

EXECUTIVE SUMMARY

CDFA has identified additional monies to continue the Noxious Weed and Abatement Program through June 30, 2023. Approval of the requested action will allow the Agricultural Commissioner's Office and NCRCD to satisfy the grant requirements.

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
Is the general fund affected?	Yes
Future fiscal impact:	There is no future fiscal impact past the stated ending date of June 30, 2023.
Consequences if not approved:	If this agreement is not approved, the department will not be able to meet the project requirements.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Agricultural Commissioner's Office entered an Agreement with CDFA to implement the 2021 Noxious Weed Program. To be eligible for the grant, applicants had to be an Agricultural Commissioner. This Agreement will allow NCRCD to support the Napa Weed Management Area (WMA) through the end of the term by coordinating the Steering Committee and meetings and raising public awareness of the impacts of invasive weeds.

NAPA COUNTY AGREEMENT NO. 230142B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and NAPA COUNTY RESOURCE CONSERVATION DISTRICT, whose mailing [or business] address is 1303 Jefferson Street, Suite 500B, Napa CA 94559, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, to provide support to the Open Space District to satisfy the 2021 Noxious Weed Grant requirements; 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, 2023, 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.

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 SIX THOUSAND THREE HUNDRED

FIFTEEN (\$6,315) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Method of Payment.

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

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

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

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

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

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

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

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

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

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

(2) Professional Liability/Errors and Omissions. [RESERVED]

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

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager,

which shall be filed by CONTRACTOR with the Agricultural Commissioner 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 and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

COUNTY

Agricultural Commissioner
1710 Soscol Ave., Suite 3
Napa, CA 94559

CONTRACTOR

Resource Conservation District
Lucas Patzek, Executive Director
1303 Jefferson St., Ste. 500B
Napa, CA 94559

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 Agricultural Commissioner. Upon

cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

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

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

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

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

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

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the

assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Agricultural Commissioner.

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

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees

and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

(d) Prevailing Wages. [RESERVED]

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

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

makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

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

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

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

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

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

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

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

28. **Special Terms and Conditions.** CONTRACTOR shall adhere to the special terms and conditions set forth in Exhibit "D", attached hereto and incorporated by reference herein.

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

NAPA COUNTY RESOURCE CONSERVATION
DISTRICT, a special district of the State of California

DocuSigned by:
By Lucas Patzek
0477C4FDDDD7455...
Lucas Patzek, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM
Office of County Counsel

By: *Wendy M. Dau*, Deputy
County Counsel
District Counsel

Date: Aug. 3, 2022
Doc: No. 74700

APPROVED AS TO FORM
Office of County Counsel

By: : *Chris R.Y. Apallas*
County Counsel

Date: July 6, 2022
Doc. No. 74544

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services to satisfy 2021 Noxious Weed Grant requirements:

I. DESCRIPTION OF SERVICES

CONTRACTOR’S Weed Management Area will provide meeting support, implement good land stewardship, and raise public awareness of the impacts of invasive plants.

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**

The budget for labor and expenses for the 2021 grant shall not exceed \$6,315.

Hourly Rates for Compensation:

Position Title	Hourly Rate
Conservation Program Manager	\$119.24
Conservation Project Manager	\$86.41
Coordinator	\$61.87
Environmental Scientist II	\$91.30
Environmental Scientist III	\$113.60
Executive Director	\$119.73
Forestry Program Manager II	\$89.67
Office Manager II	\$96.45
Principal Program Manager, Forestry	\$107.14
Program Director	\$115.75
Project Manager	\$83.32
Project Manager	\$87.69
Sustainable Agriculture Program Manager II	\$90.55

CONTRACTOR billable rates include direct and indirect costs. CONTRACTOR adjusts its billable rates annually on July 1 and whenever there is a change in an employee’s underlying direct pay rate. Whenever there is any other change to any of these rates or when new positions are added, CONTRACTOR will notify COUNTY immediately, and with the approval of COUNTY’s Ag Commissioner’s Office, which shall not be unreasonably withheld, CONTRACTOR may implement such adjusted rates. In any case, CONTRACTOR must still adhere to the budget limitations under “BUDGET” above.

Expenses

Expenses related to fulfilling the scope of work in Exhibit “A” may include but are not limited to mileage, meeting supplies, weed removal equipment, printing, and field GIS/mapping tools.

EXHIBIT "C"

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

SAMPLE INVOICE

INVOICE # _____

DATE: _____

TO:**FOR:**

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

[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”

2021 NOXIOUS WEED GRANT PROGRAM – AMENDMENT 1

(see attached)

**AMENDED COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER 20-0978-000-SA

AMENDMENT NUMBER 1

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF NAPA

2. The term of this Agreement is: January 15, 2021 through June 30, 2023
3. The maximum amount of this Agreement is: \$64,000.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2022 to a new expiration date of June 30, 2023.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$32,000.00 for a new total not to exceed \$64,000.00. A revised Budget for the increased amount is attached (1 Page), which replaces the Budget in the original Agreement, and is hereby incorporated into the Agreement effective January 15, 2021.

A revised Scope of Work is attached (3 Pages), which replaces the original Scope of Work, and is hereby incorporated into the Agreement effective January 15, 2021.

Sections of the Cooperative Agreement, Exhibit B, Terms and Conditions are hereby amended by removing clause #9 "Property Damage" effective January 15, 2021.

Removing:

9. Property Damage

~~Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.~~

The time extension and increase in funds is required because new funding became available to assist the counties on their projects allowing them additional time to continue control efforts and follow-up on monitoring.

All other terms and conditions of this Agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)

COUNTY OF NAPA

Approved as to Form:

May 14, 2021

BY (Authorized Signature)

DATE SIGNED (Do not type)

June 8, 2021

PRINTED NAME AND TITLE OF PERSON SIGNING

Alfredo Pedroza, Chair, BOS

ADDRESS

1710 Soscol Avenue, Suite 3, Napa, CA 94559-1315

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/23/21

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

PROJECT APPLICATION
County of Napa Agricultural Commissioner

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- ☐ Increase the profitability and value of crop land and rangeland
☐ Decrease the costs of roadside, park, and waterway maintenance
☒ Reduce the fire hazard and fire control costs in the state
☒ Protect the biodiversity of native ecosystems
☒ Maintain the recreational and aesthetic value of open space, recreational, and public areas
☐ Increase water supply and flow

Project Activities (check all that apply):

- ☒ Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
☒ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
☐ Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
☒ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled:

A. Napa County Agricultural Commissioner's Office will be conducting a survey and mapping project for red sesbania (*Sesbania punicea*) in the creek adjacent to Highway 29 and First Street in the city of Napa. Red sesbania is a deciduous shrub found in riparian areas, which can outcompete native plants and contribute to bank erosion and flooding.

B. This project is primarily focused on the mechanical control of French broom (*Genista monspessulana*) at Moore Creek Park, owned, and operated by the Napa County Regional Park and Open Space District ("District"), a special district of the State of California. Moore Creek Park is adjacent to the communities of Angwin and Deer Park, some of the highest fire hazard severity zones in Napa County, near Pacific Union College and St. Helena Hospital. Minimizing wildfire risk in this wildland-urban interface area with many residents and visitors and restricted road access is critical.

French broom is aggressively invasive. It excludes native habitat and has abundant seed production and a long-lasting seedbank. Its dense stands produce a large amount of dry matter, increasing fire hazard, and quickly blocks trails and roadsides, decreasing recreational value and reducing visibility. The District has made great progress reducing the area of infestation over the years, but a substantial core area of infestation needs ongoing and concerted attention.

APPROVED June 8, 2021

NAPA COUNTY BOARD OF SUPERVISORS

CLERK OF THE BOARD

BY: [Signature], Deputy

TEST:

Napa County Clerk of the Board of Supervisors

By: [Signature]

Removal of French broom is vital as fire risk increases in California. Napa County has experienced repeated severe fires in recent years, with significant portions of the District's lands burning. This summer the LNU Complex Fire burned to the edges of this area. The District is involved in efforts by CalFire and Angwin's Fire Safe Council to replicate around Angwin the broom removal demonstrated at Moore Creek Park. Partner agency Napa County Resource Conservation District ("Napa RCD") is developing French broom removal volunteer training materials with funding from the 2020 Noxious Weed Grant Program, to be leveraged in this project.

A small portion of this project involves coordination of the nascent Napa Weed Management Area led by the Napa RCD. Meeting support is needed to coordinate efforts to advance knowledge and skills, implement good land stewardship, and raise public awareness of the impacts of invasive plants. A portion of the grant will be used to control any weed species on the California Noxious Weed list (CCR 4500) and weeds identified by CDFA as being A, Q or B rated

Methodology:

A. Survey and mapping project for red sesbania will be completed using GPS and GIS mapping software to determine the distribution of infestation.

B. French broom infestations have been preliminarily mapped on foot by the District. Refinement of these maps is needed using GPS and GIS software, pre- and post-removal. As cost-share to this grant, Napa RCD's Forestry Program Manager will assist with this mapping. The District will be performing removal, which it is authorized to do on its properties (no other permits are required).

A Notice of Exemption will be filed for the project in order to comply with CEQA. The project is exempt under *State CEQA Guidelines* Section 15304 (Class 4, Minor Alterations to Land), specified in Appendix B of the District's *Local Procedures for Implementing the California Environmental Quality Act*, which exempts control of invasive plants and vegetation management to reduce wildfire hazard. The project will not have a significant effect on the environment due to its location or other unique circumstances, and therefore qualifies for these exemptions.

Location(s): Please see attached preliminary maps. Additional mapping will be performed as part of this project to refine locations, and track removal.

Weed Removal/Control Techniques(s): Removal will be performed mechanically primarily by hand. Herbicides will not be used. French broom can be pulled without tools from wet soil, although in drier conditions weed wrenches are required. No significant challenges have been identified in previous years of work on these infestations.

III. Revised Reporting/Invoicing Schedule

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 15, 2021.

Important dates:

2021 NOXIOUS WEED GRANT PROGRAM

First Progress Report	September 15, 2021
Second Progress Report	September 1, 2022
Final Date to Expend March 31, 2023 funding portion identified on budget	March 31, 2023
Final Invoice for March 31, 2023 funding portion identified on budget	April 30, 2023
Final Date to Complete Field Work and expend remaining funds per budget	June 30, 2023
Final Report	July 31, 2023
Final Invoice Due	August 15, 2023

Final project reports are required 30 days after project completion, no later than July 31, 2023. Final project reports should include detailed information on project results and include photos of field work showing progress (before/after photos).

Noxious Weed Grant Program Budget
County of Napa
January 15, 2021 - June 30, 2023

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Title: Ag/W&M Inspector I-III	\$5,303.98	\$0.00
Title: Ag/W&M Inspector IV	\$373.80	\$0.00
Title: Deputy	\$894.76	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Title:	\$0.00	\$0.00
Subtotal	\$6,572.54	\$0.00
Operating Expenses		
Supplies: (must be Itemized)		
Office Supplies - Ink, paper, binders	\$0.00	\$200.00
	\$0.00	\$0.00
Equipment: (must be Itemized)		
	\$0.00	\$0.00
	\$0.00	\$0.00
Herbicides: (must be Itemized)		
Type:	\$0.00	\$0.00
Amount: Cost:		
Type:	\$0.00	\$0.00
Amount: Cost:		
Type:	\$0.00	\$0.00
Amount: Cost:		
Contractor/ Consultant		
Napa Open Space District	\$49,470.00	\$0.00
WMA	\$6,314.32	\$0.00
Mileage for Weed Control \$0.575 x (30 Miles)	\$0.00	\$17.25
Subtotal	\$55,784.32	\$217.25
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and		
<i>Meetings</i>	\$0.00	\$0.00
<i>Travel</i>	\$0.00	\$0.00
<i>Administration</i>	\$0.00	\$0.00
<i>Coordination</i>	\$0.00	\$0.00
Mileage for Meetings, Training, Coordination \$0.575 x (Miles)	\$0.00	\$0.00
Subtotal	\$62,356.86	\$217.25
Indirect* (Max 25% of	\$1,643.14	\$0.00
Total	\$64,000.00	\$217.25
Amount must be fully expended by March 31, 2023 or sooner	\$32,000.00	
Amount must be expended by June 30, 2023 or sooner	\$32,000.00	
Grant Total CDFA Funding	\$64,000.00	
Grant Total Cost Share	\$217.25	

* If claiming less than 25% max Indirect Cost Rate please check this box:



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1738

TO: Board of Supervisors
FROM: John Tuteur - Assessor-Recorder-County Clerk
REPORT BY: John Tuteur - Assessor-Recorder-County Clerk
SUBJECT: Approval of a Budget Transfer and Capital Asset Purchase of a Large Format Plotter-Scanner

RECOMMENDATION

Assessor-Recorder-County Clerk requests the following actions (4/5 vote required):

1. Approval of a Budget Adjustment in the Recorder-County Clerk budget (Fund 1000, Org 1142000) increasing appropriations by \$18,000 in Equipment (55400) offset by decreasing appropriations in Rents and Leases (52600) by \$6,000 and increasing Revenues (48200) by \$12,000;
2. Increase appropriations to increase transfers-out in the Non-Operating Special Revenue Fund - Micrographics (56100) by \$12,000, and
3. Establish a capital asset in the amount of \$18,000 for the purchase of a large format plotter-scanner.

EXECUTIVE SUMMARY

The County Recorder is required to file assessment, parcel and subdivision maps as well as records of survey. These maps are large-format (18x24 inches) and are presented as hard copy mylar sheets. Recorder staff have scanned those maps for permanent retention using a large format plotter-scanner in Public Works. Paper copies have been produced on a large format plotter in the Recorder-County Clerk Division which is nearing the end of its useful life. To reduce recorder staff time and the impact on the Public Works Department, the Recorder-County Clerk is purchasing a large format plotter-scanner which scans the filed maps and produces paper copies as needed. The \$18,000 cost of the equipment and the ongoing monthly maintenance fee is being offset by Recorder-County Clerk Special Revenue Micrographic and Modernization Funds. The Board is asked to approve Budget Adjustments increasing appropriations in Equipment with offsetting reduction in leases and increases in revenues.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Elections 1142000
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Large format plotter-scanner will improve staff efficiency, reduce impact on Public Works Department and modernize existing map printing capabilities.
Is the general fund affected?	No
Future fiscal impact:	This is a one-time capital expenditure upgrading an existing machine.
Consequences if not approved:	Continued inefficient use of staff time, impact on Public Works Department and inability to print paper copies
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 Recorder is required to file assessment, parcel and subdivision maps as well as records of survey. These maps are large-format (18x24 inches) and are presented as hard copy mylar sheets. Recorder staff have been scanning these maps using a large format plotter-scanner in the Public Works Department. The recorder must also produce paper copies of these maps if requested by the public. Those paper copies have been produced on a large format plotter in the Recorder-County Clerk Division which is nearing the end of its useful life. To reduce Recorder staff time and the impact on the Public Works Department, the Recorder-County Clerk is purchasing a large format plotter-scanner which will be used to scan the filed maps and produce paper copies as needed. The \$18,000 cost of the equipment and the ongoing monthly maintenance fee is being offset by Recorder-County Clerk Special Revenue Micrographic and Modernization Funds. The Board is asked to approve Budget Adjustments increasing appropriations in Equipment with offsetting reduction in leases and increases in revenues.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1367

TO: Board of Supervisors
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Benjamin Sargent - Senior Accountant-Auditor
SUBJECT: FY 2022-23 Napa County Appropriation Limit

RECOMMENDATION

Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIII B of the California Constitution.

EXECUTIVE SUMMARY

Article XIII B of the California Constitution requires the County to establish an appropriation limit on an annual basis. The attached resolution establishes the appropriation limit and the estimated revenue subject to that limit, using the change in the non-residential new construction growth factor for the calculation.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The estimated appropriation limit is considered when preparing the recommended budget.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	The appropriation limit is required to be approved each fiscal year.
Consequences if not approved:	Failing to establish an appropriation limit each fiscal year would put the County in violation of the State Constitution.
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 appropriation limit is the amount the County could spend that is funded by certain taxes and State


subventions, while the revenue subject to the limit is the amount of revenue from those sources the County anticipates actually receiving in the fiscal year. The included correspondence provides information on how the recommended appropriation limit was calculated in accordance with Article XIIB of the California Constitution.

The Auditor-Controller is requesting approval of a resolution establishing the appropriation limit for Fiscal Year 2022-2023 at \$2,836,272,669 with estimated revenue subject to the limit of \$199,283,533, using the change in the non-residential new construction growth factor in performing the calculation.



A Tradition of Stewardship
A Commitment to Service

AUDITOR-CONTROLLER INTER-OFFICE MEMO

Date: September 27, 2022
To: Board of Supervisors
From: Tracy A. Schulze 
Auditor-Controller
Subject: **2022-2023 Appropriation Limit for the County of Napa**

Article XIII B of the California Constitution requires the County to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIII B of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIII B requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or
- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 1.09. Therefore, I am recommending the District's appropriation limit be calculated using the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Cumulative Growth Factor Calculation Detail

California Per Capita Personal Income Calculation				
California per capita personal income change	=	7.55%	+ 1 =	1.07550000
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
Personal Income Growth Factor: 1.0755 multiplied by .99801395 =				1.07336400

Non-residential New Construction Calculation				
Non-Residential New Construction	=	\$ 305,323,944	+ 1 =	1.09406370
Assessed Value Growth	=	\$ 3,245,927,420	=	
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
New Construction Growth Factor: 1.0940637 multiplied by .99801395 =				1.09189083

<u>Appropriation Limit Calculation Detail</u>	
2021 - 2022 Appropriation Limit	\$ 2,597,578,980
Multiplied by the Greater Growth Factor	1.09189083
2022 - 2023 Appropriation Limit	<u>\$ 2,836,272,669</u>

Recommended Board Action

Adopt the attached resolution establishing the appropriation limit for the County of Napa using the non-residential growth factor indicated above. The appropriation limit and revenue subject to the limit are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
County of Napa	\$2,836,272,669	\$ 199,283,533

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
ESTABLISHING THE APPROPRIATION LIMIT FOR
THE 2022-2023 FISCAL YEAR FOR NAPA COUNTY**

WHEREAS, Article XIII B of the California State Constitution requires the Board of Supervisors to annually establish an appropriation limit for the County; and

WHEREAS, the total annual appropriations limit cannot exceed the local entity's appropriation limit for the prior year as adjusted for the change in the cost of living and the change in population except as otherwise provided in Article XIII B of the California State Constitution; and

WHEREAS, section 8(e)(2) of Article XIII B of the California State Constitution requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor which shall either be the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction;

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

1. The Napa County Board of Supervisors hereby sets the estimated appropriation limit and the estimated revenues subject to the limit for Napa County for the 2022-2023 Fiscal Year as follows:

	<u>Appropriation Limit</u>	<u>Revenue Subject to Limit</u>
Napa County	\$ 2,836,272,669	\$ 199,283,533

2. The Board finds that, in determining the 2022-2023 appropriation limit, the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction was used as the change in the cost-of-living factor.

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THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors at a regular meeting held on the 27th day of September,
 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

 RYAN GREGORY, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Wendy M. Dau</u> Deputy County Counsel</p> <p>Date: <u>Sept. 7, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1368

TO: Board of Supervisors
FROM: Tracy Schulze - Auditor-Controller
REPORT BY: Benjamin Sargent - Senior Accountant-Auditor
SUBJECT: FY 2022-23 Appropriation Limit for Community Facilities District 2012-1 for MST

RECOMMENDATION

Auditor-Controller requests adoption of a Resolution establishing the Fiscal Year 2022-23 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project.

EXECUTIVE SUMMARY

Article XIII B of the California Constitution requires the Napa County Community Facilities District 2012-1, for the MST Recycled Water Pipeline Project, to establish an appropriation limit on an annual basis. The attached resolution reestablishes the appropriation limit and the estimated revenue subject to that limit, using the California per capita personal income factor for the calculation.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The estimated appropriation limit is considered when preparing the recommended budget.
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	The appropriation limit is required to be approved each fiscal year.
Consequences if not approved:	Failing to establish an appropriation limit each fiscal year would put the Napa County Community Facilities District 2012-1 MST in violation of the State Constitution.
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 appropriation limit is the amount the Napa County Community Facilities District 2012-1 for the MST Recycled Water Pipeline Project could spend that is funded by certain taxes and state subventions, while the revenue subject to the limit is the amount of revenue from those sources the District anticipates actually receiving in the fiscal year. The included correspondence provides information on how the appropriation limit was calculated in accordance with Article XIII B of the California Constitution.

On October 23, 2012, the Board of Supervisors approved the formation of the Community Facilities District (CFD). Article XIII B of the California Constitution requires the Board of Supervisors, when acting as the governing board of a special district, to annually establish appropriation limits for that special district.

The Auditor-Controller is requesting approval of a resolution establishing the appropriation limit for Fiscal Year 2022-2023 at \$912,869,299 with estimated revenue subject to the limit of \$603,000, using the California per capita personal income factor in performing the calculation.




A Tradition of Stewardship
A Commitment to Service

AUDITOR-CONTROLLER INTER-OFFICE MEMO

Date: September 27, 2022

To: Board of Supervisors

From: Tracy A. Schulze
Auditor-Controller 

Subject: **2022-2023 Appropriation Limit for Napa County Community Facilities District
(for the MST Recycled Water Pipeline Project)**

Article XIII B of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 13 that amended Article XIII B of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIII B requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or
- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 0.98. Therefore, I am recommending the District's appropriations limits be calculated using change in the California per capita personal income from the preceding year.

On October 23, 2012, the Board of Supervisors approved the formation of the Napa County Community Facilities District (for the MST Recycled Water Pipeline Project). The Board of Supervisors is required, when acting as the governing board of a special district, to adjust the appropriation limit on an annual basis as authorized by section 1 of Article XIII B of the California Constitution.

Cumulative Growth Factor Calculation Detail

California Per Capita Personal Income Calculation				
California per capita personal income change	=	7.55%	+ 1 =	1.07550000
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
Personal Income Growth Factor: 1.0755 multiplied by .99801395 =				1.07336400

Non-residential New Construction Calculation				
Non-Residential New Construction	=	\$ 1,703,000	+ 1 =	0.98728963
Assessed Value Growth	=	\$(133,985,089)	=	
Population Change within Napa County Bordering Counties				
Population January 1, 2022	=	1,341,202	=	0.99801395
Population January 1, 2021	=	1,343,871	=	
New Construction Growth Factor: .98728963 multiplied by .99801395 =				0.98532882

Appropriation Limit Calculation Detail	
2021 - 2022 Appropriation Limit	\$ 850,475,048
Multiplied by the Greater Growth Factor	1.07336400
2022 - 2023 Appropriation Limit	<u>\$ 912,869,299</u>

Recommended Board Action

Adopt the attached resolution establishing the appropriation limit for the Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) using the change in California per capita personal income factor indicated above. The appropriation limit and revenue subject to the limit are as follows:

	<u>Appropriations Limit</u>	<u>Revenues Subject to Limit</u>
Napa County Community Facilities District (for the MST Recycled Water Pipeline Project)	\$912,869,299	\$603,000

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY
ESTABLISHING THE APPROPRIATION LIMIT FOR NAPA COUNTY
COMMUNITY FACILITIES DISTRICT
FOR THE MST RECYCLED WATER PIPELINE PROJECT
FOR THE 2022-2023 FISCAL YEAR**

WHEREAS, Article XIII B of the California Constitution requires each entity of local government to annually establish an appropriation limit; and

WHEREAS, the annual appropriation limit generally cannot exceed the entity's appropriation limit for the prior year as adjusted for the change in the cost of living and the change in population, except as otherwise provided in Article XIII B; and

WHEREAS, Section 8(e)(2) of Article XIII B requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction; and

WHEREAS, on October 23, 2012, the Board of Supervisors approved the formation of Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) ("District"). The Board of Supervisors set the appropriation limit for the District at \$16,357,973 for fiscal year 2014-2015, and which may be compounded and adjusted annually as authorized by section 1 of Article XIII B of the California Constitution.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors, does set the appropriation limit and the estimated revenues subject to the limit for the District for fiscal year 2022-2023 as follows:

	<u>Appropriation Limit</u>	<u>Revenue Subject to Limit</u>
Napa County Community Facilities District (for the MST Recycled Water Pipeline Project)	\$912,869,299	\$603,000

BE IT FURTHER RESOLVED, that in determining the 2022-2023 appropriation limit, the California per capita personal income factor from the preceding year was used as the change in the cost of living factor.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors at a regular meeting held on the 27th day of September, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Chris R.Y. Apallas</i> Deputy County Counsel</p> <p>Date: September 7, 2022 Doc. No. 79109</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1750

TO: Board of Supervisors

FROM: Thomas Zeleny, County Counsel

REPORT BY: Chris Apallas, Deputy County Counsel

SUBJECT: Second reading and adoption of an ordinance approving the Development Agreement between Meadowood Resort LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards LLC, and Napa County

RECOMMENDATION

SUPPLEMENTAL ITEM

Second reading and adoption of an ordinance approving the Development Agreement between Meadowood Resort, LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards, LLC a Limited Liability Partnership, and Napa County.

EXECUTIVE SUMMARY

On September 13, 2022, the Board of Supervisors conducted a first reading of an ordinance approving the Development Agreement between Meadowood Resort LLC, Meadowood Associates, a Limited Partnership, HMS Vineyards LLC, and Napa County. At the conclusion of public comment, the Board unanimously passed a motion of intent to adopt the proposed ordinance. This consent calendar item requests that the Board conduct its second reading and take final action adopting the ordinance.

The final ordinance and Development Agreement are attached herein. The ordinance will become effective 30 days following adoption.

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:	All staff time will be reimbursed by the Applicant.
Consequences if not approved:	It could potentially take longer for Meadowood Resort to be rebuilt and return to full operation.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption under the California Environmental Quality Act (CEQA) of a statutory exemption to repair, restore, demolish, or replace property or facilities damaged by a disaster (Public Resources Code § 21080(b)(3)); an exemption for a project that is consistent with a Community Plan, General Plan, or Zoning Code (CEQA Guidelines § 15183); and categorical exemptions for Class 1 (Existing Facilities), Class 2 (Replacement or Reconstruction of Existing Structures of Facilities), and Class 3 (Construction of New Small Facilities or Structures) types of projects (CEQA Guidelines §§ 15301, 15302 & 15303); and an exemption under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, otherwise known as the “Common Sense Exemption” (CEQA Guidelines § 15061(b)(3)). It has been determined that this type of project does not have a significant effect on the environment and is exempt from CEQA under the aforementioned exemptions pursuant to Napa County’s Local Procedures for Implementing CEQA and the CEQA Guidelines. This project is not on any lists of hazardous waste sites enumerated under Government Code Section 65962.5.

BACKGROUND AND DISCUSSION

The Development Agreement guides redevelopment and rehabilitation of the Meadowood Resort in phases under the proposed development plan that (if approved by the County) would allow structures and facilities within the scope of the approved development plan to obtain permits on an expedited basis. The Development Agreement eliminates uncertainty in the County’s land use planning process and secure orderly development of the project consistent with the approval of the project by the County, assure progressive and timely installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. It establishes consistently applied specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement defines the rights and obligations of all parties. The purpose of a Development Agreement in this case would be to provide the Applicant with a vested right to develop the project for a period of 20 years in accordance with the applicable laws and entitlements in effect at the time of project approval. In exchange, the project would include both public benefits provided by the project in accordance with the project approvals and public benefits in excess of those which could be expected from the project in absence of this Agreement.

The Development Agreement allows the temporary relocation of certain resort uses lost to the Glass Fire to occur at the Napa Valley Reserve for up to five years while rehabilitation of the Meadowood Resort occurs. Those temporary alternative uses at the Napa Valley Reserve are currently allowed under the fire relief measures provided in Napa County Policy Manual Policy 12B most recently adopted by Board of Supervisors Resolution No. 2021-16. Per County Policy 12B, temporary alternative uses are required to cease within 24 months after the declaration of disaster has terminated. The Development Agreement would allow these temporary uses to remain longer and allow the Applicant to permanently retain the improvements if the Applicant can demonstrate the improvements are consistent with applicable regulations.

Recommendation

Staff and County Counsel recommend adoption of the Ordinance.

ORDINANCE NO. ____

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING THE DEVELOPMENT
AGREEMENT BETWEEN NAPA COUNTY AND MEADOWOOD RESORT, A
DELAWARE LIMITED LIABILITY COMPANY TOGETHER WITH MEADOWOOD
ASSOCIATES, A LIMITED PARTNERSHIP, AND HMS VINEYARDS LLC, A
CALIFORNIA LIMITED LIABILITY COMPANY**

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 (the “Development Agreement Statute”), authorizing municipalities to enter into development agreements in connection with the development of real property within their jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreement; and

WHEREAS, the purpose of the Development Agreement Statute is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations; and

WHEREAS, Meadowood Resort holds legal or equitable interests in real property in Napa County, commonly referred to as Meadowood Napa Valley, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036, as more particularly described in the legal description attached as Exhibit A (the “Resort Property”) and depicted on the site plan attached as Exhibit C (“Site Plan”) to the form of Development Agreement attached to this Ordinance as Attachment 1; and

WHEREAS, Meadowood Associates and HMS Vineyards hold legal or equitable interests in real property in Napa County generally located at 1030 Silverado Trail, St. Helena, California (APN 025-110-066 and 025-120-127 belonging to Meadowood Associates, and APNs 025-110-049, -050, -064, -065 belonging to HMS), as more particularly described in the legal description attached as Exhibit B (the “NV Reserve Property”) and depicted on the site plan attached as Exhibit C (“Site Plan”) to the form of Development Agreement attached to this Ordinance as Attachment 1; and

WHEREAS, Meadowood Resort, Meadowood Associates and HMS Vineyards are collectively referred to as the Owner herein; and

WHEREAS, the Owner has owned the Resort Property since 1981 and the NV Reserve Property since 2001. The Resort Property is used for resort, club and related commercial uses, while the NV Reserve property is used for agricultural and winery uses. The Resort Property and the NV Reserve Property include eleven contiguous parcels and are collectively referred to herein as the “Meadowood Estate” or the “Property;” and

WHEREAS, since 1961 a portion of the Resort Property has been authorized by Napa County for a country club and related uses under various use permits, modifications to use permits and a prior 1981 Development Agreement; and

WHEREAS, In June 2008, the County adopted an update to its General Plan, which included Policy AG/LU-103 confirming Meadowood’s status as a legal conforming commercial resort and recreational facility; and

WHEREAS, on September 28, 2020, the Glass Fire burned across the Meadowood Estate. The fire caused significant damage to various buildings and facilities on the Resort

Property, forcing an immediate and indefinite closure of Meadowood. However, the Glass Fire did not damage any structures on the NV Reserve Property; and

WHEREAS, the Owner desires to replace, restore and renovate the facilities destroyed or damaged by the Glass Fire to fully reopen Meadowood to normal capacity for its members, overnight guests, and other visitors to Napa Valley as promptly as possible. In restoring the Resort Property, Owner intends to rehabilitate Meadowood's facilities to continue to meet and exceed the expectations of its guests, while also incorporating the highest standards of fire-safe construction and landscape design and maintenance (the "Rehabilitation Project" or "Project"). The Owner does not intend for the Rehabilitation Project to change the intensity of the uses allowed or developed at Meadowood or increase the number of 106 overnight lodging rooms that existed prior to the Glass Fire; however, the Owner desires for the Rehabilitation Project to slightly increase the size of certain buildings and reconfigure the placement of those buildings on the Resort Property that were destroyed by the Glass Fire to meet current and future trends in hospitality; and

WHEREAS, on December 15, 2020, the Board of Supervisors ("Board") directed staff to work with the Owner on the terms of a development agreement and to allow for the temporary relocation of facilities lost in the Glass Fire to other areas on the Meadowood Estate, including the NV Reserve Property; and

WHEREAS, from January to August 2021, staff and the Owner discussed possible terms of a development agreement to be considered by the Board; and

WHEREAS, on September 14, 2021, the Board held a public meeting and took public testimony regarding its intent to negotiate terms and conditions of a proposed development agreement with the Owner. After considering public and staff testimony, the Board provided

direction to County staff to negotiate a draft development agreement with Owner for its future consideration based on the terms and conditions directed by the Board; and

WHEREAS, on February 1, 2022, Owner submitted to County an application, with subsequent revisions, for a Development Agreement and a conditional use permit modification (File No. P21-00211) incorporating that certain development plan entitled “Development Plan for the 2020 Glass Fire Rehabilitation Project dated June 25, 2022” (the “Development Plan”), which contains an Executive Summary, a Conceptual Development Plan, and Development Standards and Review Procedures for the rehabilitation and rebuild of the Resort Property and for temporary uses and related improvements on the NV Reserve Property the (“Project);” and

WHEREAS, the County has determined that the Project is a development for which a development agreement is appropriate. The Development Agreement will eliminate uncertainty in the County's land use planning process and secure orderly development of the Project, assure progressive and timely installation of necessary improvements and mitigation appropriate to each stage of development of the Project, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The County desires to provide certainty through the Development Agreement with respect to specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement, if approved, would guide rehabilitation and development within the existing Meadowood Resort development area, and define the rights and obligations of County and Meadowood Resort, Meadowood Associates and HMS Vineyards; and

WHEREAS, after conducting a duly noticed public hearing on August 17, 2022, in accordance with the Development Agreement Statute, the Napa County Planning Commission by a unanimous vote recommended that the Board adopt the Development Agreement; and

WHEREAS, thereafter on September 13, 2022, the Board held a duly noticed public hearing on the Development Agreement pursuant to the Development Agreement Statute.

NOW, THEREFORE, the Napa County Board of Supervisors, State of California, ordains as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The Board finds that pursuant to California Government Code Section 65867.5, the Development Agreement is consistent with the County's Zoning Ordinance and the following goals, policies, action items and objectives and programs of the County's General Plan:

Goals: AG/LU-6, CON-8, CON-10, CON-14 and E-2.

Policies: AG/LU-12, AG/LU-45, AG/LU-46, AG/LU-47, AG/LU-103, AG/LU-108, CON-50, CON 52, CON-53, CON-60.5, CON-67, CON-72, CON-77, CON-81, E-2, E-6, SAF-16, and SAF-20.

SECTION 3. The Board finds that the Project approved by the Development Agreement provides substantial public benefits to persons residing or owning property outside the boundary of the Property beyond the exactions for public benefits required in the normal development review process under federal, state or local law, as described in the foregoing recitals and in the Development Agreement. The Board further finds that the Development Agreement is in compliance with Government Code Section 65867.5 and therefore may be approved.

SECTION 4. The Development Agreement substantially in the form attached hereto as Attachment 1 and incorporated herein by reference between the County and Meadowood Resort, a Delaware limited liability company together with Meadowood Associates, a limited partnership, and HMS Vineyards LLC, a California limited liability company, is hereby approved. The Board authorizes and directs the Chair to execute the Development Agreement, subject to any further modifications that the Executive Officer determines, in consultation with

the County Counsel, are in the best interest of the County, do not materially decrease the benefits to or materially increase the obligations or liabilities of the County, and are in compliance with all applicable laws.

SECTION 5. The Project Approval or Subsequent Approval set forth in the Development Agreement shall prevail in the event of any conflict or inconsistency with the County Zoning Code or Subdivision Code.

SECTION 6. All actions taken by County officials in preparing and submitting the Development Agreement to the Board for review and consideration are hereby ratified and confirmed, and the Board further authorizes the Executive Officer and any other appropriate officers, agents or employees of the County to take any and all steps as they or any of them deems necessary or appropriate, in consultation with the County Counsel, in order to consummate the matters set forth in the Development Agreement.

SECTION 7. Pursuant to Government Code § 65868.5, the Clerk of the Board of Supervisors shall record with the County Recorder of Napa County a copy of the Development Agreement within ten (10) days after the Development Agreement is fully executed.

SECTION 8. This Ordinance shall be effective thirty (30) days from and after the date of its passage.

SECTION 9. A summary of this Ordinance shall be published at least once five (5) days before adoption and at least once before the expiration of fifteen (15) days after its passage in the Napa Valley Register, a newspaper of general circulation published in Napa County, together with the names of members voting for and against the same.

The foregoing Ordinance was recommended for adoption and public hearing held thereon before the Napa County Planning Commission at a regular meeting of the Commission on the

17th day of August, 2022. The Planning Commission's recommendation was considered by the Board of Supervisors and this Ordinance was introduced and read at a regular meeting of the Napa County Board of Supervisors ("the Board"), State of California, held on the 13th day of September, 2022, and passed at a regular meeting of the Board held on the 27th day of September, 2022, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of
the State of California

RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>By: <u>/s/ Meredith Trueblood</u> County Code Services</p> <p>Date: 8/19/2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

Attachment No. 1 – Development Agreement

OFFICIAL BUSINESS

Fee Exempt per Government Code Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Napa County
1195 Third Street, Suite 310
Napa, California 94559

Attention: Clerk of the Board of Supervisors

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

NAPA COUNTY

AND

MEADOWOOD RESORT, LLC

TOGETHER WITH

**MEADOWOOD ASSOCIATES, a Limited Partnership, and
HMS VINEYARDS LLC, A California Limited Liability Company**

EFFECTIVE DATE _____

TABLE OF CONTENTS

	<u>Page</u>
1. Incorporation of Exhibits and Recitals	5
2. Definitions.....	5
2.1 Adoption Date.....	5
2.2 Agreement.....	5
2.3 Annual Review Date	5
2.4 Applicable Law	6
2.5 Approvals	6
2.6 Board.....	6
2.7 CEQA.....	6
2.8 Certificate of Non-Compliance. Defined in Section 18.4.....	6
2.9 Chosen Law	6
2.10 Claims	6
2.11 Commission	6
2.12 Complaining Party	6
2.13 Construction Codes.....	6
2.14 County.....	6
2.15 County Law.....	6
2.16 Default.....	6
2.17 Development Agreement Statute	6
2.18 Director	6
2.19 Effective Date	6
2.20 Existing Approvals.....	6
2.21 Existing County Laws.....	7
2.22 Madrone Knoll	7
2.23 Major and Minor Amendments.....	7
2.24 Mortgage.....	7
2.25 Mortgagee	7
2.26 Necessary Subsequent County Laws	7
2.27 Owner.....	7
2.28 Party; Parties	7

2.29	Party in Default	7
2.30	Permitted Delay	7
2.31	Prevailing Party.....	7
2.32	Project	7
2.33	Project Approvals.....	7
2.34	Property	7
2.35	Public Benefits	7
2.36	State Fire Regulations. Defined in Section 8.3.1.	7
2.37	Subsequent Approvals	7
2.38	Subsequent County Laws.....	7
2.39	Term.....	7
2.40	Transferee	7
2.41	Vested Rights. Defined in Section 9.1.	7
3.	Description of Property.....	8
4.	Interest of Owner	8
5.	Relationship of County and Owner.....	8
6.	Execution and Recording; Effective Date; Term.....	8
6.1	Execution and Recording.....	8
6.2	Effective Date	8
6.3	Term.....	8
6.4	Extension of Term Due to Litigation.....	8
6.5	Extension of Approvals.....	9
6.6	Rights and Obligations upon Expiration of the Term or Termination.....	9
7.	Applicable Law	9
7.1	Applicable Law	9
7.2	Hierarchy of Applicable Laws	10
7.3	Conflicting Actions.....	10
7.4	Evolving Body of Law.....	11
8.	Subsequent Approvals	11
8.1	Generally.....	11
8.2	Process	12
8.3	Standards to be Addressed in Certain Subsequent Approvals	13
8.4	Conflicts.....	14

8.5	Modifications to the Development Plan or Subsequent Approvals	14
8.6	Appeals	15
9.	Vested Rights	15
10.	Other Governmental Permits	16
11.	Temporary Uses	16
12.	Public Benefits	17
13.	Easements; Improvements; Abandonments	17
14.	Agreement Amendment, Cancellation or Suspension	17
14.1	Modification Because of Conflict with State or Federal Laws	17
14.2	Amendment by Mutual Consent	18
14.3	Major Amendments	18
14.4	Minor Amendment.....	18
14.5	Amendment Exemptions.....	18
14.6	Cancellation by Mutual Consent.....	18
14.7	Suspension by County.....	18
15.	Transfers and Assignments	18
15.1	Transfers Generally.....	18
15.2	Effect of Transfer; Agreement Binding on Successors and Assigns	19
15.3	Constructive Notice	19
16.	Lender Obligations and Protections.....	19
16.1	Encumbrances on Property	19
16.2	Mortgagee Obligations.....	19
16.3	Mortgagee Protection.....	19
16.4	Notice of Default to Mortgagee; Right of Mortgagee to Cure.....	20
17.	Estoppel Certificate.....	20
18.	Annual Review.....	20
18.1	Review Date.....	20
18.2	Required Information.....	20
18.3	County Report.....	21
18.4	Non-Compliance with Agreement; Hearing	21
18.5	Appeal of Determination.....	21
18.6	Costs.....	21
18.7	No Limits on Remedies for Default.....	22

19.	Indemnification	22
20.	Default.....	22
20.1	Default by Owner.....	22
20.2	Default by County.....	23
20.3	Remedies for Default	23
20.4	Procedure Regarding Defaults	23
21.	Attorneys' Fees and Costs.	24
21.1	Legal Actions by Parties to the Agreement	24
21.2	Legal Actions by Third Parties	24
21.3	Third Party Court Action/Limitation on Action	24
22.	Surviving Provisions	25
23.	Agreement Runs with the Land	25
24.	Excuse for Nonperformance	25
25.	Third Party Beneficiary.....	25
26.	Notice.....	25
27.	Severability	26
28.	Waiver; Remedies Cumulative	27
29.	Applicable Law and Venue.....	27
30.	Further Assurances.....	27
31.	Not a Public Dedication	27
32.	Entire Agreement	27
33.	Form of Agreement; Entirety; Recordation; Exhibits.....	27
34.	Construction of Agreement.....	28
35.	Signature Pages.....	29
36.	Time Is of the Essence	29
37.	Enforcement.....	29
38.	Non-Liability of County Officers and Employees.....	29
39.	Authority to Execute.....	29
40.	Bankruptcy	29

DEVELOPMENT AGREEMENT FOR THE MEADOWOOD REHABILITATION PROJECT

This Development Agreement (the “**Agreement**”) is entered into on this ____ day of _____, 2022, by and between Napa County, a political subdivision of the State of California (the “**County**”), Meadowood Resort, LLC, a Delaware limited liability company (“**Meadowood Resort**”), and Meadowood Associates, a California limited partnership (“**Meadowood Associates**”), and HMS Vineyards, a California limited liability company (“**HMS**”). Meadowood Resort, Meadowood Associates and HMS are collectively referred to in this Agreement as “**Owner**.” The County, Meadowood Resort, and Meadowood Associates are collectively referred to in this Agreement as the “**Parties**” and singularly as a “**Party**.”

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the legislature of California adopted Government Code Sections 65864, *et seq.* (the “**Development Agreement Statute**”), which authorizes the County and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property that is the subject of the development project application. The purpose of the Development Agreement Statute is to authorize local agencies, in their discretion, to establish certain development rights regardless of intervening changes in land use regulations.

B. Property. Meadowood Resort holds legal or equitable interests in real property in Napa County, commonly referred to as Meadowood Napa Valley, generally located at 900 Meadowood Lane, St. Helena, California (Napa County APNs 025-080-032, -033, -034, -035, and -036), as more particularly described in the legal description attached as Exhibit A (the “**Resort Property**”) and depicted on the site plan attached as Exhibit C (“**Site Plan**”). Meadowood Associates and HMS hold legal or equitable interests in real property in Napa County generally located at 1030 Silverado Trail, St. Helena, California (APN 025-110-066 and 025-120-127 belonging to Meadowood Associates, and APNs 025-110-049, -050, -064, -065 belonging to HMS), as more particularly described in the legal description attached as Exhibit B (the “**NV Reserve Property**”) and depicted on the site plan attached as Exhibit C (“**Site Plan**”). The Owner has owned the Resort Property since 1981 and the NV Reserve Property since 2001. The Resort Property is used for resort, club and related commercial uses, while the NV Reserve property is used for agricultural and winery uses. The Resort Property and the NV Reserve Property include eleven contiguous parcels that shall be collectively referred to herein as the “**Meadowood Estate**” or the “**Property**.”

C. Permit History. On August 15, 1961, the County approved rezoning the 268-acre Freeman Nichols property, within which Meadowood Resort is located, from “Agriculture, Watershed & Recreation” to “Single Family Residential/Agriculture Combining District” to allow for a large residential development and country club. Napa County then issued Use Permit U-51-61, which established the county club and its related facilities. On July 14, 1981, the County approved Use Permit U-208081 (the “**1981 Use Permit**”) for the then-named Meadowood Golf & Racquet Club. The 1981 Use Permit authorized development within an approximately 75-acre Planned Development zoning area. On July 21, 1981, the County

approved a development agreement for the development of the Meadowood Golf & Racquet Club (the “**1981 Development Agreement**”). The 1981 Use Permit and 1981 Development Agreement authorized development of the Resort Property pursuant to a master development plan, which recognized existing structures and modifications thereto. The County subsequently approved a series of modifications and amendments to the 1981 Use Permit and 1981 Development Agreement from 1981 to 1985. During this period the resort and recreational facility operations on the Resort Property became known as “Meadowood Napa Valley” (“**Meadowood**”). On January 15, 1985, the County approved a “Second Amendment” to the 1981 Development Agreement, which amended the master development plan for purposes of expanding and improving the pool areas, meeting spaces, storage areas, the clubhouse, and maintenance areas, and creating new guest units and recreational and resort amenities. The owner developed the key components of Meadowood pursuant to this Second Amendment. The County approved or made a series of modifications, amendments, and determinations related to the 1981 Use Permit and 1981 Development Agreement, as amended, from 1989 to 2004. In June 2008, the County adopted an update to its General Plan, which included Policy AG/LU-103 confirming Meadowood’s status as a legal conforming commercial resort and recreational facility. Through the adoption of this policy and Policy AG/LU-45, the General Plan recognized Meadowood’s operations and any expansions thereto fall within a small number of uniquely-situated properties that will have a minimal impact on any adjacent agriculture or open space activities or the agricultural and open space character of the surrounding area. As such, the development on the Meadowood Resort contemplated by this Agreement constitutes a conforming commercial use that is not detrimental to Agriculture, Watershed or Open Space policies of the General Plan. In 2012, Meadowood Associates took steps to make many significant upgrades and improvements to the Resort Property for Meadowood’s operations. On January 8, 2013, the County approved Use Permit Modification P12-00286 to modify the existing resort and recreational facilities, including the development of an expanded restaurant and grill, a spa, a wine and education center, pools, gym and reception areas, for a total approved development area of 150,000 square feet (sf) on the Resort Property. Between 2015 and 2019, the County approved other use permit modifications for the development of a new spa building, pool area, and fitness center on the Resort Property, which increased the approved development area to 154,000 sf.

D. Destruction of Meadowood. On Monday, September 28, 2020, the Glass Fire burned across the Meadowood Estate. The fire caused significant damage to various buildings and facilities on the Resort Property, forcing an immediate and indefinite closure of Meadowood. However, the Glass Fire did not damage any structures on the NV Reserve Property. Owner desires to replace, restore and renovate the facilities destroyed or damaged by the Glass Fire to fully reopen Meadowood to normal capacity for its members, overnight guests, and other visitors to Napa Valley as promptly as possible. In restoring the Resort Property, Owner intends to rehabilitate Meadowood’s facilities to continue to meet and exceed the expectations of its guests, while also incorporating the highest standards of fire-safe construction and landscape design and maintenance (the “**Rehabilitation Project**” or “**Project**,” as further defined in Recital G). The Owner does not intend for the Rehabilitation Project to change the intensity of the uses allowed or developed at Meadowood or increase the number of 106 overnight lodging rooms that existed prior to the Glass Fire; however, the Owner desires for the Rehabilitation Project to slightly increase the size of certain buildings and reconfigure the placement of those buildings on the

Resort Property that were destroyed by the Glass Fire to meet current and future trends in hospitality.

E. Intent to Rebuild. Following the Glass Fire, Owner requested that the County expedite the permit process for the Rehabilitation Project, in both the immediate and long-term, so that Owner could secure and dedicate the funding needed to undertake the Rehabilitation Project and re-open Meadowood as quickly as possible. To that end, Owner requested the County negotiate a new development agreement in order to provide for the timing, scope, and process to expedite the development of the Project and re-open those portions of the resort less impacted by the fire. On December 15, 2020, the Board of Supervisors (“**Board**”) directed staff to work with the Owner on the terms of a development agreement and to allow for the temporary relocation of facilities lost in the Glass Fire to other areas on the Meadowood Estate, including the NV Reserve Property (the “**Temporary Uses**”). Consistent with the Board’s direction and Napa County Policy Manual Section 12B (as amended by Resolution No. 2021-16), on February 23, 2021, Owner submitted that certain Notice of Intent No. 01-2021, entitled Meadowood Napa Valley Notice of Intent to Participate in Temporary Measures Due to Loss of Facilities Destroyed by the Glass Fire, dated February 22, 2021 to authorize and commence the Temporary Use (the “**Notice of Intent**”), which is enclosed as Exhibit D. The County granted a building permit (Permit No. BC21-00538) to Owner on June 10, 2021 to begin improvements to accommodate the activities contemplated in the Notice of Intent. On August 1, 2021, the Owner reopened Meadowood to guests and members on a limited basis.

F. Board Direction on Terms of Agreement. On September 14, 2021, the Board held a public meeting and took public testimony regarding its intent to negotiate terms and conditions of a proposed development agreement with the Owner. After considering public and staff testimony, the Board provided direction to County staff to negotiate a draft development agreement with Owner for its future consideration based on the terms and conditions set forth below, which are consistent with the terms herein. Those terms included that the Agreement shall provide for:

- (i) a term of 20 years;
- (ii) a redevelopment of the 106 key hotel-resort and ancillary uses and structures, which do not increase the existing intensity of uses that historically existed on the Resort Property before the Glass Fire;
- (iii) an increase the total aggregate area of approved pre-Glass Fire structures up to 25% (generally consistent with the standards for a minor modification to a use permit under Napa County Code Section 18.124.130, subd. (B)) on the Resort Property;
- (iv) an allowance of the Temporary Uses at the Resort Property and the NV Reserve Property, for a period of 5 years after the effective date of the Agreement with extensions granted for good cause;
- (v) a process for future approvals that are necessary or advisable for the implementation and development of the Project (“**Subsequent Approvals**”) as later defined in this Agreement);

- (vi) that such Subsequent Approvals, once approved, are vested under that development agreement during the term thereof and the County shall not use the Subsequent Approval process to reduce the height, density, type of permitted uses, number of keys, and/or square footage of the resort, except any actions by the County that are necessary and appropriate to protect the health or safety of the public;
- (vii) an amendment process that allows certain types of minor amendments to be approved administratively by the Napa County Director of Planning, Building & Environmental Services (“**Director**”), without public notice or a hearing;
- (viii) that all applications for development of the Project, including Subsequent Approvals, be submitted to the Director, who will review and respond to said applications in the manner and within the timeframes contained in the development agreement;
- (ix) that all applications for permits (including but not limited to those listed in Section 8.1.1 of this Agreement) that substantially conform to the Development Plan and deemed complete be permitted and require no further discretionary review and that any applications for permits that do not substantially conform to the Development Plan be first reviewed for conformance as a minor amendment to the Development Plan; and
- (x) other similar terms for the completion of the development agreement.

G. Development Plan; Project Description. On February 1, 2022, Owner submitted to County an application, with subsequent revisions, for a Development Agreement and a conditional use permit modification incorporating that certain development plan entitled “Development Plan for the 2020 Glass Fire Rehabilitation Project dated June 25, 2022” (the “**Development Plan**”), which contains an Executive Summary, a Conceptual Development Plan, and Development Standards and Review Procedures (as identified in the Table of Contents to said Development Plan). A copy of the Development Plan is attached hereto as Exhibit E. The proposed redevelopment and improvements identified in the Development Summary attached hereto as Exhibit F (as also shown in the Development Plan), and the Temporary Uses and related improvements identified and depicted in the Notice of Intent as authorized by this Agreement shall constitute the “**Project**.”

H. Public Benefits Provided Pursuant to the Development Agreement. The Board has determined that the development of the Project will afford the County and its citizens and the surrounding region with the primary benefits set forth in Section 12 of this Agreement (collectively, the “**Public Benefits**”).

I. Project Approvals. Concurrent with approval of this Agreement, the County has or will take action to review and approve this Agreement, the Exhibits attached thereto, a conditional use permit modification incorporating the Development Plan and a CEQA Determination (collectively, the “**Existing Approvals**”). The Existing Approvals and such Subsequent Approvals are collectively referred to in this Development Agreement as the “**Project Approvals**,” which are necessary for the development, use, and operation of the Project, and such Project Approvals are the subject of this Agreement.

J. Environmental Review. On August 2, 2022, the County determined the Project was exempt from environmental review under a statutory exemption and various categorical exemptions, as described in detail in the Meadowood CEQA Analysis and Determination Memorandum dated August 2, 2022.

K. Planning Commission Public Hearing. On August 17, 2022, at a duly-noticed public hearing, the Planning Commission, serving as the County's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered the Project, this Agreement and the applicable statutory and categorical exemptions under CEQA. Thereafter, the Planning Commission unanimously recommended that the Board grant the Project Approvals by adopting the Statutory and Categorical Exemptions under CEQA; approving Use Permit Major Modification No. P21-00211 to approve the Development Plan and associated documents; and adopt the proposed Enacting Ordinance approving this Agreement.

L. Board Action. On September 13, 2022, the Board held a duly noticed public hearing on this Agreement and, after independent review and consideration, including the Planning Commission's recommendations related thereto, approved this Agreement pursuant to Ordinance No. 1477 (the "**Enacting Ordinance**"), making the same findings and determinations as those made by the Planning Commission through its own independent conclusion and this Agreement.

M. Appropriateness of Development Agreement. The Parties have determined a development agreement is appropriate for this Project. A development agreement will eliminate uncertainty in the County's land use planning process and secure orderly development of the Project consistent with the Project Approvals, assure progressive and timely installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted. The County desires to provide certainty through this Agreement with respect to specific development criteria that will be applicable to the Property in accordance with sound planning principles. The Development Agreement defines the rights and obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Incorporation of Exhibits and Recitals. The Preamble, Recitals, Exhibits, and all defined terms set forth therein are incorporated into this Agreement as if set forth herein in full.

2. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

2.1 Adoption Date. On September 27th, 2022, the date the Board approved the Project and adopted this Agreement.

2.2 Agreement. Defined in the Preamble.

2.3 Annual Review Date. Defined in Section 18.1.

2.4 Applicable Law. Defined in Section 7.

2.5 Approvals. All amendments to County Laws and any and all permits or approvals (including conditions of approval imposed in connection therewith) of any kind or character granted or issued under the County Laws to confer the lawful right on Owner to develop, use, and operate the Project in accordance with this Agreement, including, but not limited to, the Project Approvals, any Subsequent Approvals, and other permits and approvals that are applicable to the Project in accordance with this Agreement.

2.6 Board. The Napa County Board of Supervisors.

2.7 CEQA. The California Environmental Quality Act (Publ. Resources Code, §§ 21000 et seq.) the Guidelines thereunder (Cal. Code Regs., tit. 14, §§ 15000 et seq.) and the County's Local Guidelines for Implementing CEQA.

2.8 Certificate of Non-Compliance. Defined in Section 18.4.

2.9 Chosen Law. Defined in Section 7.1.5.

2.10 Claims. Defined in Section 19.

2.11 Commission. The Napa County Planning Commission, serving as the County's planning agency for purposes of development agreement review pursuant to Government Code Section 65867.

2.12 Complaining Party. The Party claiming another Party is in default.

2.13 Construction Codes. Defined in Section 7.1.4.

2.14 County. Napa County, a political subdivision of the State of California.

2.15 County Law. The ordinances, resolutions, codes, rules, regulations, and official policies of the County, governing the permitted uses, density, parking requirements, design, operations, improvement and construction standards and specifications applicable to the development, use, or operation of the Property. Specifically, but without limiting the generality of the foregoing, County Laws shall include the County's General Plan, County Code, zoning ordinance, and subdivision regulations.

2.16 Default. Defined in Section 20.

2.17 Development Agreement Statute. Defined in Recital A.

2.18 Director. The County's Director of Planning, Building, and Environmental Services or designee.

2.19 Effective Date. The date this Agreement is entered into as set forth on the cover page of this Agreement.

2.20 Existing Approvals. Described in Recital I.

2.21 Existing County Laws. Defined in Section 7.1.3.

2.22 Madrone Knoll. The residential subdivision that is immediately adjacent to the Resort Property to the west and to the NV Reserve Property to the North, as identified in Book 7, Page 76 in the Official Records of Napa County and generally depicted in Exhibit C.

2.23 Major and Minor Amendments. Defined in Sections 14.3 and 14.4, respectively.

2.24 Mortgage. A mortgage or deed of trust, or other transaction, in which the Property, or a portion thereof or an interest therein, or any improvements thereon, is conveyed or pledged as security, contracted in good faith and for fair value, or a sale and leaseback arrangement in which the Property, or a portion thereof or an interest therein, or improvements thereon, is sold and leased back concurrently therewith.

2.25 Mortgagee. The holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

2.26 Necessary Subsequent County Laws. Defined in Section 7.1.4.

2.27 Owner. Defined in the Preamble.

2.28 Party; Parties. Defined in the Preamble.

2.29 Party in Default. The Party alleged to be in Default.

2.30 Permitted Delay. Defined in Section 24.

2.31 Prevailing Party. Defined in Section 21.1.

2.32 Project. Described in Recital G.

2.33 Project Approvals. Described in Recital I.

2.34 Property. Defined in Recital B.

2.35 Public Benefits. Defined in Recital H.

2.36 State Fire Regulations. Defined in Section 8.3.1.

2.37 Subsequent Approvals. Defined in Section 8.1.1.

2.38 Subsequent County Laws. Defined in Section 7.1.5.

2.39 Term. Defined in Section 6.3.

2.40 Transferee. Defined in Section 15.1.

2.41 Vested Rights. Defined in Section 9.1.

3. Description of Property. The Property that is the subject of this Agreement is described in Exhibits A and B and depicted in Exhibit C.

4. Interest of Owner. Meadowood Resort, Meadowood Associates and HMS represent and warrant that each presently has a legal or equitable interest in the Property sufficient to satisfy the requirement of California Government Code Section 65865.

5. Relationship of County and Owner. The Parties acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder, and that each Party is a distinct contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Meadowood Resort and Meadowood Associates, the affairs of the County, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. County and Owner renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Owner joint venturers or partners.

6. Execution and Recording; Effective Date; Term.

6.1 Execution and Recording. The Parties shall execute and acknowledge this Agreement within forty-five (45) days after the date that the Enacting Ordinance is adopted. The Parties acknowledge that Section 65868.5 of the Development Agreement Statute requires that this Agreement be recorded with the County Recorder no later than ten (10) days after the County enters into this Agreement, and that the burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties. Not later than ten (10) days after the Parties execute and acknowledge this Agreement, the County Clerk shall cause the Agreement to be recorded in the Official Records of Napa County, State of California.

6.2 Effective Date. The Effective Date of this Agreement shall be the later of (a) the date that is thirty (30) days after the date that the Enacting Ordinance is adopted, or (b) the date this Agreement is executed by County. The Effective Date is inserted at the beginning of this Agreement. This Agreement shall not become effective and neither Party shall have any rights or obligations hereunder until the Effective Date.

6.3 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for twenty (20) years, unless said Term is terminated, modified, or extended pursuant to the terms of this Agreement.

6.4 Extension of Term Due to Litigation. In the event that litigation is filed by a third party (i.e. an entity other than a Party to this Agreement), or by any Party hereto, that seeks to invalidate this Agreement or any of the Approvals, the Term shall be extended for a period of time equal to the length of time from the date a summons and complaint and/or petition are first served on the defendant(s)/respondent(s) until the date that the resolution of the litigation is final and not subject to appeal.

6.5 Extension of Approvals. Upon the granting of any Approval, the term of such Approval shall be extended automatically through the Term of this Agreement, notwithstanding any other County Law.

6.6 Rights and Obligations upon Expiration of the Term or Termination. Upon termination of this Agreement, all of the rights, duties, and obligations of the Parties shall terminate and be of no further force and effect, except as otherwise expressly set forth in Section 22 or as may be required by law. Termination shall not affect any pre-existing rights of Owner, including without limitation those arising from any previously granted Approval, including but not limited to the Project Approvals described in Recital I (with the exception of this Agreement), for development of all or any portion of the Property, including, without limitation, Owner's right to complete and/or occupy any building or other improvement authorized by such Approval, provided that any such building or improvement is completed in accordance with all previously granted Approvals in effect at the time of such termination. Notwithstanding the foregoing, Owner shall have the right, but not the obligation, to develop the Project (or portions thereof) as contemplated under this Agreement.

7. Applicable Law.

7.1 Applicable Law. As used in this Agreement, "Applicable Law" shall exclusively mean all of the following:

7.1.1 The Project Approvals, including without limitation, this Agreement, the Development Plan, which includes a development summary, conceptual plans, and the Development Standards attached as Exhibit G all of which establish the permitted uses, density, maximum height and size of buildings and other structures, setbacks, parking requirements, and other standards and conditions applicable to the Project.

7.1.2 Subsequent Approvals, when granted, provided such Subsequent Approvals are processed and approved pursuant to Existing County Laws.

7.1.3 Existing County Laws, which are the County Laws in effect as of the Adoption Date, as amended by the Project Approvals. For the purposes of this Agreement, Existing County Laws shall mean and include the County rules, regulations, ordinances, policies, standards, specifications, minute orders, motions, agreements, practices and standard operating procedures, taxes, and impact fees, including without limitation, those set forth in the County's General Plan, the Napa County Code all of which are existing and in effect on the Adoption Date, and all other County Laws that relate to or specify the permitted uses of land or improvements, the cost of taxes and impact fees, and the density or intensity of use, building area, setbacks, parking requirements and similar development standards that are existing and in effect on the Adoption Date. Any County Law adopted after the Adoption Date shall be considered either a "Necessary Subsequent County Law" or "Subsequent County Law."

7.1.4 Necessary Subsequent County Laws, which are those Subsequent County Laws adopted after the Adoption Date that are generally applicable to a category of development, use, or operation of one or more kinds, wherever the same may be located in the County and that:

- a. are necessary to protect against threatened or actual serious physical health or safety risks to the public, in which case County shall treat Owner in a uniform, equitable, and proportionate manner as all other properties, public and private, which are impacted by said risks; or
- b. are mandated and required by changes in state or federal law, which shall include, but not be limited to, changes to the California Building Code and other State-adopted construction, fire and other codes applicable to improvements, structures and development, and the applicable version or revision of said codes by local County action (collectively referred to as “**Construction Codes**”) in place at that time and date that building plans subject to such Construction Codes are submitted by Owner to County for a Subsequent Approval, provided that such Construction Codes have been adopted by County and are in effect on a County-wide basis and that County agrees, to the extent possible, that such Subsequent County Laws shall be implemented in a manner that does not conflict with Owner’s Vested Rights.
- c. Notwithstanding the foregoing, any County Laws which only apply to, meaningfully impact, or uniquely and disproportionately impact the Project or Property (whether explicitly, or as a practical matter) shall not be considered a Necessary Subsequent County Law.

7.1.5 Subsequent County Laws, which are those County Laws adopted after the Adoption Date that Owner elects to be subject to pursuant to this Agreement. Once Owner elects to be subject to such a Subsequent County Law (“**Chosen Law**”), such Chosen Law shall become part of the Applicable Law, and Owner shall not be able to later decide otherwise, although Owner shall be able to elect to be subject to a Subsequent County Laws that changes the earlier Chosen Law that Owner elected to be subject to. County shall not, without Owner’s written consent, apply any Subsequent County Law that would conflict with or impede Owner’s Vested Rights or otherwise conflict with this Agreement or Existing County Laws except as provided in Subsections 7.1.4 (a) or 7.1.4 (b).

7.2 Hierarchy of Applicable Laws. In the event of any conflict between Subsections 7.1.1 through 7.1.5, the hierarchical order of authority shall be Subsection 7.1.1 first, then Subsection 7.1.2, then Subsection 7.1.3, then Subsection 7.1.4, and then Subsection 7.1.5.

7.3 Conflicting Actions. Without limiting the generality of Sections 7.1.1 through 7.1.5 above, any action or proceeding of the County (whether enacted administratively, or by a commission, a board, the legislative body, or the electorate) undertaken without the consent of Owner that has any of the following effects on the Project shall be in conflict with the Vested Rights, this Agreement, and Applicable Law:

7.3.1 limiting, reducing or modifying the uses, height, bulk, density or intensity of permitted uses of all or any part of the Project, or otherwise requiring any reduction in the square footage or total number or location of or other improvements;

7.3.2 limiting the location or sites, grading, roadways or other improvements or facilities on the Property in a manner that conflicts with, or is more restrictive than the limitations included in this Agreement or the Project Approvals;

7.3.3 reducing the Term of the Agreement;

7.3.4 restricting the time, manner, or location of the Temporary Uses during the time period allowed under this Agreement;

7.3.5 limiting, reducing, or modifying the permitted density, intensity, square footage, location, height or bulk of all or any part of the Project including the location of vehicular access or parking or the number and location of parking or loading spaces for the Project in a manner that is inconsistent with this Agreement or the Project Approvals;

7.3.6 limiting or controlling the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of a Project, including the demolition or removal of existing buildings, facilities, or other infrastructure;

7.3.7 impeding or delaying the timely completion of the Project, or the processing or procuring of applications and approvals for any Subsequent Approvals that are required to implement the Project;

7.3.8 changing Existing County Laws in a manner that causes an adverse impact on the use, operation, functionality, accessibility, or economic competitiveness of the Project; and

7.3.9 changing or limiting the Project Approvals.

7.4 **Evolving Body of Law.** Under this Agreement, the Applicable Law shall be an expanding body of law, such as, for example, when Subsequent Approvals are granted by County (in the future), and/or when Owner determines, in Owner's sole and exclusive discretion, to become subject to a new Subsequent County Law pursuant to this Agreement.

8. **Subsequent Approvals.**

8.1 **Generally.**

8.1.1 The development of the Project is subject to future approvals and actions by County that will occur after the Adoption Date. These future approvals include actions by County, which may include but are not limited to, demolition permits, grading permits, groundwater or well permits, wastewater permits, building permits, final parcel and subdivision maps, lot line adjustments, mergers and also include any and all land use approvals, entitlements, or other permits or approvals of any kind or character that are necessary or advisable for the implementation and development of the Project, including any amendment thereto or the Project Approvals (collectively referred to as "**Subsequent Approvals**"). The County shall exercise its authority consistent with the Applicable Rules, and the scope of County's review of Subsequent Approvals shall be limited to a determination of substantial compliance and consistency with

Applicable Law, including but not limited to the Project Approvals and any previously approved Subsequent Approvals, in effect at the time of the review.

8.1.2 Design of improvements and development of the Property shall be subject to County review as provided by the Project Approvals, including but not limited to the Development Plan. The Project Approvals, and all improvement plans prepared in accordance with the Project Approvals, shall govern the design and scope of all on-site and off-site improvements to be constructed on or benefiting the Property.

8.1.3 In the course of such review, County shall not apply criteria or standards that would conflict with Applicable Law, the Project Approvals, or previously approved Subsequent Approvals. Consequently, County shall not use its authority to change the policy decisions reflected by the Project Approvals, expressly or otherwise, or to prevent, delay or modify development of the Project as contemplated by the Project Approvals, except in the case of a violation or other enforcement action.

8.1.4 The Parties acknowledge that certain Subsequent Approvals may legally require additional analysis under CEQA. In the event supplemental or additional environmental review is required for a Subsequent Approval, County shall limit such supplemental or additional environmental review to the scope of analysis mandated by CEQA and in consideration of the County's discretion to be exercised in connection with the Subsequent Approval. Consistent with the County's determination that the Project is exempt from CEQA pursuant to the Board's adopted findings related thereto, the County shall utilize, to the greatest extent legally possible, any applicable statutory or categorical exemptions from CEQA for any Subsequent Approval that is determined to be a discretionary approval.

8.1.5 In reviewing and acting on applications for Subsequent Approvals, County shall consider the Project and the proposed actions to be a priority project and shall act expeditiously and endeavor to expedite processing and apply the Project Approvals when considering the application and may only attach such conditions that are consistent with the Project Approvals.

8.1.6 As Subsequent Approvals are adopted and therefore become part of the Applicable Law to the Project, those Subsequent Approvals may refine the permitted uses, density, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project. Once approved Subsequent Approvals are vested under the Agreement during the Term thereof. The County shall not use the Subsequent Approval process to reduce the height, density, types of permitted and accessory uses, number of units, area of the buildings and development area, alter setbacks, parking requirements or other development standards within the Project or other program elements.

8.2 Process.

8.2.1 All applications for Subsequent Approvals shall be reviewed for substantial conformity with the Project Approvals, in particular the Development Plan, and substantial conformity with any prior (or concurrent) Subsequent Approvals. The County shall

not disapprove, require changes from or impose conditions inconsistent with the Project Approvals, or Subsequent Approvals it has previously approved, provided that the current submittal is consistent with any matter previously approved. A table depicting the Subsequent Approval process for the Project's permit applications is set forth in Exhibit H.

8.2.2 Applications for a Subsequent Approval shall be submitted to the Director. The Director shall review the application as expeditiously as practicable and advise the applicant in writing that the application is complete or that additional materials or information are required within thirty (30) calendar days of submittal. If the Director determines that the application is not complete and additional materials or information is required, then upon resubmittal of the additional materials and information, the Director shall make a good faith effort to advise the applicant in writing within fourteen (14) calendar days that the submittal is complete or whether and what specific additional materials or information is still required. Upon the Director's determination that the application is complete, the County shall make a good faith effort to expeditiously process and take an action on the complete application within thirty (30) calendar days of being deemed complete. The Director's action may be to approve, approve with conditions not inconsistent with Applicable Law, deny, or continue the application for redesign, if necessary. If the Director disapproves an application in whole or in part, the reasons for such disapproval shall be provided to the applicant. Any revisions or resubmittals shall be reviewed within the time-frames provided herein.

8.2.3 Applications for permits, including but not limited to those listed in Section 8.1.1, that substantially conform to the Development Plan shall be reviewed and if deemed complete and requiring no further CEQA review consistent with the applicable laws shall be approved ministerially by the Director consistent with the intent and regulations adopted with this Agreement.

8.2.4 Applications for permits that are not substantially consistent with the Development Plan due to a material deviation from the Development Plan or that require exceptions or exemptions to any applicable standards shall be processed as a Minor Amendment, unless said permits require a Major Amendment as determined in the Director's sole discretion. All Minor Amendments, including any non-administrative exceptions or exemptions to any standards under County Laws shall be processed pursuant to the procedures contained in Section 18.124.130B of the Napa County Code.

8.2.5 Owner shall pay the County any and all processing fees imposed by the Board's current Fee Resolution in effect at the time of the application, including the establishment of an hourly fee application agreement and initial deposit. Owner acknowledges that fees may include, but not be limited to Planning, Building, Engineering, Public Works, Fire, Environmental Health and County Counsel staff time; required consultant service billed rates; production or reproduction of materials and exhibits; public notice advertisements; and postage.

8.3 Standards to be Addressed in Certain Subsequent Approvals.

8.3.1 Applications for building or grading permits shall demonstrate compliance with the effective State Minimum Fire Safe Regulations ("State Fire Regulations") by providing sufficient details, plans, and profiles depicting emergency ingress and egress in conformity with

the design standards for commercial roadways. Nothing in this Section or the Project Approvals prohibits the County from granting certain exceptions administratively (without a hearing before the Planning Commission) to the State Fire Regulations or the County's Road & Street Standards promulgated thereunder, provided that said exceptions are allowed under said State Fire Regulations or County Road & Street Standards and further provided that the Project Approvals or building or grading permit applications are otherwise ministerial. Any road depicted on the Development Plan may be designed in an alternative manner provided it complies with the effective State Fire Regulations.

8.3.2 Applications for building or grading permits that involve new earth-disturbing activities shall provide topographic information, including cross-sections, to depict sufficient information and data that demonstrates through Napa County's Slope Determination Methodology that the percent slope for the proposed project do not exceed those uses prohibited without an exemption or an exception.

8.3.3 Applications for building or grading permits shall describe the project metrics and corresponding submittal requirements as described in Napa County's BASMAA Post-Construction Manual Table 1-1- Requirements at a Glance, 'Regulated Projects'. The project will demonstrate a low impact development approach by implementing Provision E.12 of the Phase II Small MS4 General Permit in order to control pollutants in runoff from newly created or replaced impervious surface.

8.3.4 Applications for permits shall contain a project description that describes the proposed improvement, including the number, size, type and use, and sufficient information on how the proposed improvement conforms to the Development Plan, and whether there are additional licenses and/or approvals required from Federal, State, or other public or quasi-public agencies, or private third parties.

8.3.5 Applications for permits shall contain sufficient information for the Director to determine whether the infrastructure in place or proposed infrastructure adjacent thereto is adequate to serve the Project development.

8.3.6 The Director may require technical information and studies if in Director's sole discretion such additional study is required to determine conformance with Applicable Laws.

8.4 Conflicts. In case of conflicts, Section 7.2 shall govern the precedence.

8.5 Modifications to the Development Plan or Subsequent Approvals.

8.5.1 Any modification to the Development Plan or other Subsequent Approval that is not deemed a Major Amendment, as defined in Section 14.2.1 below, shall be deemed a Minor Amendment. Any amendment that in the aggregate increases the intensity of the permitted uses of the Property, increases the allowed density or intensity of the use of the Property, or substantially alters the intent of the Development Plan shall be deemed a Major Amendment and shall require giving of notice and a public hearing before the Planning Commission. A reconfiguration of buildings or infrastructure, including a consolidation of units or uses shall not

be considered a Major Amendment, unless it increases the aggregate area of development or overall intensity of use.

8.5.2 The Director shall have the sole discretion to determine if an amendment is a Major Amendment or a Minor Amendment.

8.5.3 The Director shall, by written decision, approve, with or without conditions, Minor Amendments provided that the following determinations are made by the Director: (i) the requested project approval involves a material deviation that does not constitute a Major Amendment; (ii) the requested project approval will not be materially detrimental to the public health, safety, and welfare or injurious to the Property or improvements in the vicinity of the Property; and (iii) the grant of the Minor Amendment will be consistent with the general purposes and intent of the Project Approvals.

8.6 Appeals. Any appeals of a discretionary decision of the Director and any decision of the Planning Commission or the Zoning Administrator may be appealed to the Board in accordance with the standard procedures established under County Law.

9. Vested Rights.

9.1 During the Term of this Agreement, except as otherwise provided herein, the permitted uses and rules applicable to the development, use, and operation of the Property, including, but not limited to the Temporary Uses, density and intensity of uses, the approximate location and designs of any buildings, structures, streets, paths, or other improvements, building coverage areas, setbacks, parking standards, and other improvement standards, shall be those set forth in this Agreement, Existing County Laws, the Project Approvals, and subsequently approved Subsequent Approvals (the “**Vested Rights**”).

9.2 During the Term of this Agreement, Owner shall have Vested Rights (but not the obligation) to develop the Project subject only to, and in accordance only with, the Applicable Law. County’s regulation of the Project and its development and operation, including without limitation, any discretion exercised by the County on any and all Project Approval(s), shall occur pursuant to, and in accordance with, only the Applicable Law except as otherwise stated herein. County shall not prevent development or use of the Property that substantially conforms to the Project Approvals and this Agreement, require Owner to modify or redesign any building which substantially complies with the Applicable Laws or, except as otherwise provided herein, the time and manner that Owner seeks to develop, construct, and operate the Project during the Term.

9.3 During the Term of this Agreement, or while this Agreement is otherwise in legal effect as relates to any portion of the Project, all of the following shall apply:

9.3.1 This Agreement shall provide and shall control over any and all other claims of Vested Rights of the Project (and Property) by either Party. For example, if a conflict is presented between the Vested Rights provided under this Agreement and the vested rights provided under some other right or permits obtained by Owner, the vested rights provided by this Agreement shall prevail and control over any and all other vested rights of the Project and/or Party or Parties might otherwise hold or claim.

9.3.2 The Vested Rights provided by this Agreement shall terminate as provided by this Agreement, provided that upon termination of this Agreement the County may continue to process applications for permits for development on the Resort Property consistent with the Development Plan processes and Development Standards adopted by this Agreement unless the County takes legislative action to terminate Owner's rights consistent with County Law. All project components, improvements and development that occurred under the terms of this Agreement shall be considered legal conforming notwithstanding the termination of Vested Rights as provided by the Agreement.

9.3.3 Notwithstanding anything to the contrary set forth herein, Owner shall have the Vested Right to develop the Project in phases and in the order, at the rate and at the time as market conditions dictate, subject to the terms and conditions of this Development Agreement. Notwithstanding that Owner has a Vested Right to develop the Project consistent with the Approvals and Applicable Law, Owner shall have no obligation to commence construction of any phase of the Rehabilitation Project; provided, however, it is expressly understood that the County is not obligated to issue Owner a certificate of occupancy for any phase unless Owner demonstrates that improvements necessary to support such a phase have either been installed or Owner has provided the County adequate security in the form of a bond, letter of credit, or other surety approved by the County.

9.4 Nothing herein is intended to vest Owner to any environmental approvals that may be required in connection with the future development of the Property which may be required to comply with CEQA.

10. Other Governmental Permits. Owner shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development or operation of the Project, which may include the California Department of Fish and Wildlife and the California Regional Water Quality Control Board for stream crossings. County shall reasonably cooperate with Owner in its endeavors to obtain such permits and approvals.

11. Temporary Uses. Owner shall be allowed to develop, maintain, and operate the Temporary Uses as generally identified in the Notice of Intent for a period of five (5) years after the Effective Date; provided, however, that one-year extensions may be granted by the Director for good cause. The Director shall process all requests for extensions as a Minor Amendment. Meadowood Associates' rights and obligations under this Agreement as an Owner are limited to the Temporary Uses that are located on the NV Reserve Property, and all rights and obligations hereunder shall automatically terminate upon the termination of all Temporary Uses on the NV Reserve Property. Meadowood Resort's rights and obligations under this Agreement shall include all of those Owner rights and obligations that are not held by Meadowood Associates, which shall continue during the Term notwithstanding the termination of Temporary Uses on the NV Reserve Property. Notwithstanding the requirement in this Section to terminate the Temporary Uses on the NV Reserve Property, Owner shall be permitted to request the ability to retain any improvements associated with the Temporary Uses provided that Owner, by use permit modification, can demonstrate the improvements are used consistent with the regulations and approvals applicable to the NV Reserve Property.

12. Public Benefits. Owner shall endeavor to provide County, its residents, and the surrounding region with the Public Benefits set forth below and, in exchange, County shall grant the permits and approvals required for the development, use, and operation of the Project in accordance with procedures provided by Applicable Law and in this Agreement.

12.1 Conformance with the updated 2021 State Minimum Fire Safe Regulations (as currently drafted as of the date of this Agreement or as may be amended), which includes the widening and extending of historic access roads over dramatically varied topography for CalFire engine access, as well as the creation of a secondary emergency evacuation route that can be used by emergency personnel, Madrone Knoll residents, and Meadowood during an emergency.

12.2 The return of one of Napa County's largest employers and local revenue generators.

12.3 The return of County Transient Occupancy Tax payments annually.

12.4 An improved community gathering space for non-profit fundraisers and other community events.

12.5 The construction of a new, state-of-the-art wastewater treatment system for all uses on the Meadowood Estate and Madrone Knoll as depicted in the Development Plan, which will include an upgrade from secondary treatment to tertiary treatment of wastewater capable for irrigation use and will implement water conservation and efficiency measures to reduce the use of water.

13. Easements; Improvements; Abandonments. County shall reasonably cooperate with Owner and any federal, state or local agencies in connection with any arrangements for abandoning or vacating existing easements, right-of-ways, utilities, or facilities, including groundwater wells and pipelines, and the relocation thereof or creation of any new easements, right-of-ways, utilities, or facilities within the County in connection with the development of the Project. Any location or relocation of new or existing easements, rights-of-way, utilities or facilities, public or private, shall be processed as a Minor Amendment, notwithstanding if said location or relocation is located outside of the Property. If any such easement, right-of-way, utility, or facility is owned by County, County shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary to abandon that existing easement, right-of-way, utility, or facility and relocate them, as necessary or appropriate in connection with the development of the Project.

14. Agreement Amendment, Cancellation or Suspension.

14.1 Modification Because of Conflict with State or Federal Laws. In the event that Laws or regulations enacted after the Adoption Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require substantial and material changes in the Project or Project Approvals, the Parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such change in Laws. Any such amendment of the Agreement shall be approved by the Board, in accordance with existing local laws and this Agreement.

14.2 Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties and in accordance with the procedures of State law, the County Code, and this Agreement.

14.3 Major Amendments. Any Major Amendment to the Agreement shall require the County's approval through the Board in accordance with Applicable Law. The term "**Major Amendment**" is defined to include the following: (a) any change to the term of this Agreement beyond the Term; (b) any changes to the permitted uses allowed under the Project Approvals or any changes that in the aggregate increases the allowed density or intensity of use of the Project; or (c) any changes to provisions in this Agreement or the Project Approvals related to monetary contributions or payments by Owner.

14.4 Minor Amendment. A "**Minor Amendment**" is any amendment of this Agreement other than a Major Amendment, including waiver of conditions for the benefit of another party and modifications to the conditions to the Approvals, provided that the Director finds that, on the basis of substantial evidence, the changed measures or conditions are substantially equivalent to or more effective. A Minor Amendment may be approved by means of a written agreement, without a public hearing, by the Director.

14.5 Amendment Exemptions. No Subsequent Approval shall require an amendment to this Agreement. Upon approval of any Subsequent Approval, the meaning of the term "Project Approval" as used in this Agreement shall be amended to reflect the approved amendment to the Project Approval, and, along with any Subsequent Approval or amendment to a Subsequent Approval, shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the Subsequent Approval or amendment). Notwithstanding the foregoing, in the event of any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to a Project Approval or Subsequent Approval, Section 7.2 shall govern.

14.6 Cancellation by Mutual Consent. This Agreement may be terminated in whole or in part by the mutual consent of all the Parties or their successors in interest, in accordance with the provisions of Applicable Law. Any fees or payments of any kind paid pursuant to this Agreement prior to the date of mutual termination shall be retained by County.

14.7 Suspension by County. County may suspend a portion of this Agreement, if it finds, in its reasonable discretion, that suspension is necessary to protect persons or property from a condition which would create an immediate and serious risk to the physical health and safety of the general public or residents or employees who are occupying or will occupy the Property, such as might be the case in the event of a major earthquake or natural disaster of similar magnitude.

15. Transfers and Assignments.

15.1 Transfers Generally. Subject to the terms of this Section 15.1, Owner shall have the right to sell, lease, transfer, encumber or assign the Property in whole or in part to any person or entity (the "**Transferee**") at any time without the consent of County. Any sale or transfer of the Property shall include the assignment and assumption of all rights, duties, and obligations

arising from this Agreement to the Transferee for the Property or portion thereof. Owner shall no longer be obligated under this Agreement for the respective portion of the Property it owns if that Owner is not in default under this Agreement at the time of the sale or transfer. Owner shall provide written notice to the County within 30 days after the effective date of any sale or transfer of its interest in all or any portion of the Property or any of its interests, rights, and obligations under this Agreement. Upon the completion of such sale or transfer, the Transferee shall be deemed a Party to this Agreement.

15.2 Effect of Transfer; Agreement Binding on Successors and Assigns. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to all successors in interest of the Parties to this Agreement, and constitute covenants that run with the Property. To provide continued notice, the Parties will record this Agreement as set forth herein.

15.3 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property and undertakes any development activities on the Property is, and shall be, constructively deemed to have consented to, and is obligated by, all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

16. Lender Obligations and Protections.

16.1 Encumbrances on Property. The Parties agree that this Agreement shall not prevent or limit Owner in any manner from encumbering the Property, any part of the Property, or any improvements on the Property with any Mortgage.

16.2 Mortgagee Obligations. A Mortgagee who is not in legal possession of the Property or any portion thereof shall not be subject to the obligations or liabilities of the Owner under this Agreement, including the obligation to construct or complete construction of improvements or pay fees. A Mortgagee in legal possession shall not have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to pay, perform, or provide any fee, dedication, improvements, or other imposition. A Mortgagee in legal possession of the Property or any portion thereof shall be entitled to use the Property, or in Mortgagee's discretion, to construct any improvements on the Property in accordance with the Project Approvals if Mortgagee fully complies with the terms of this Agreement; provided, however, that a Mortgagee shall not have any obligation or duty under this Agreement or the Project Approvals to construct or complete the construction of improvements or to pay, perform or provide any fee, dedication, improvement or other imposition.

16.3 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recording this Agreement, including the lien for any deed of trust or Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be

binding upon and effective against any Person or entity, including any Mortgagee that acquires title to the Property, or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise, and any such Mortgagee or successor to a Mortgagee that takes title to the Property or any portion thereof shall be entitled to the benefits arising under this Agreement.

16.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If County receives notice from a Mortgagee requesting a copy of any notice of Default or a Certificate of Non-Compliance (as defined in Section 18.4) sent to Owner under this Agreement and specifying the address for service thereof, then County shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice sent to Owner with respect to any claim by County that Owner is in Default and/or not in compliance as described in a Certificate of Non-Compliance. Each Mortgagee shall have the right during the same period available to Owner to cure or remedy, or to commence to cure or remedy, the Default or non-compliance as provided in this Agreement; provided, however, that if the Default, non-compliance or Certificate of Non-Compliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Default, noncompliance or Certificate of Non-Compliance within 90 days after obtaining possession. If any such Default, noncompliance or Certificate of Non-Compliance cannot, with diligence, be remedied or cured within such 90-day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default, noncompliance or Certificate of Non-Compliance (including but not limited to proceeding to gain possession of the Property) if such Mortgagee commences cure during such 90-day period, and thereafter diligently pursues completion of such cure to the extent possible.

17. Estoppel Certificate. Any Party may, at any time, deliver written notice to any other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Default, and (d) such other information as may reasonably be requested. A party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The County Executive Officer, or the County Executive Officer's designee, shall have the right to execute any certificate requested by Owner hereunder. County acknowledges that a certificate hereunder may be relied upon by the requesting Party, Transferees, lenders, and Mortgagees.

18. Annual Review.

18.1 Review Date. The annual review date for this Agreement shall occur each year on the anniversary date of the Effective Date of this Agreement (the "**Annual Review Date**").

18.2 Required Information. Not more than 60 days and at least 45 days prior to the Annual Review Date, Owner shall provide a letter to the Director demonstrating good faith compliance with this Agreement. For purposes of this Section 18 and all subsections therein, any letter from Meadowood Resort shall satisfy any and all compliance review submittal obligations

of Owner. Meadowood Associates shall have no further obligations after all Temporary Uses on the NV Reserve Property cease to be in operation; provided that Owner complies with the obligations set forth in Section 11 for retaining any Project improvements on the NV Reserve Property initially allowed as part of the Temporary Uses.

18.3 County Report. Within 40 days after Owner submits its letter, County shall review the information submitted and all other available evidence on compliance with this Agreement. All such available evidence including public or non-privileged staff comments and final staff reports, if any, shall, upon receipt by County, be made available as soon as practicable to Owner. County shall notify Owner in writing whether it has complied with the terms of this Agreement. If County finds Owner in compliance, County shall issue a Certificate of Compliance to Owner. If County finds Owner is not in compliance, County shall issue a Certificate of Non-Compliance, together with any available evidence of such non-compliance, after complying with the procedures set forth in Section 18.4. County's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date.

18.4 Non-Compliance with Agreement; Hearing. If County, on the basis of substantial evidence, finds that an Owner has not complied with the terms of this Agreement, it shall specify in writing, together with any available evidence of such non-compliance, with reasonable specificity, the respects in which Party has failed to comply. County shall specify a reasonable time for Owner to respond, to provide additional evidence of compliance, and/or to meet the terms of compliance, which time shall be not more than thirty (30) days, but may be extended by the Director where reasonably related to the time necessary for the Owner to adequately bring its performance into compliance; provided, however, that if the non-compliance solely involves a monetary Default, then County may require payment in thirty (30) days. If Owner has failed to meet the terms of compliance after the required time period and County, on the basis of substantial evidence, continues to find that Owner has not complied, County shall issue a Certificate of Non-Compliance that describes, with reasonable specificity, the reasons for the determination ("**Certificate of Non-Compliance**").

If County issues a Certificate of Non-Compliance, the Board shall conduct a hearing within 30 days of issuance, or at the next available, regularly scheduled hearing thereafter. The County shall give Owner not less than twenty (20) calendar days written notice of the hearing and copies of the evidence upon which County made its determination. The Owner will be given the opportunity to present evidence at the hearing. If the Board determines that the Owner is not in compliance with this Agreement, it may proceed to utilize County's rights and remedies, including modifying or terminating this Agreement.

18.5 Appeal of Determination. The Board's decision as to Owner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void, or annul any decision of the determination by the Board shall be commenced within 90 days of the final decision by the Board.

18.6 Costs. Costs reasonably incurred by County in connection with the annual review and related hearings shall be paid by Owner in accordance with the County's schedule of fees and billing rates for staff time in effect at the time of review.

18.7 No Limits on Remedies for Default. The rights and powers of the County under this Section are in addition to, and shall not be limited to, the rights of the County to terminate or take other action under this Agreement on account of an event of Default; provided that failure to conduct annual review by either Party shall not be considered a Default by either party.

19. Indemnification. Owner shall indemnify, defend, and hold harmless County, County's designee, and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers and representatives from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death or physical property damage) and from any and all claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) (collectively, "**Claims**") by any third party, that may arise, directly or indirectly, from the acts, omissions, or operations of Owner, or Owner's agents, contractors, subcontractors, agents, or employees pursuant to this Agreement.

Notwithstanding the foregoing, Owner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of County or their respective contractors, subcontractors, agents or employees, or by any one or more persons directly or indirectly employed by or acting as an agent for Owner or any of Owner's contractors or subcontractors.

The indemnity under this Section 19 shall survive termination of this Agreement. Except as otherwise provided herein, Owner shall timely pay all costs incurred by County in defending Claims or challenges, and Owner shall be solely responsible to pay, in a timely manner and on County's behalf, any and all awards of money damages, attorney fees and court costs against County resulting from such Claims.

Meadowood Associates shall have no further obligations under this Section 19 after all Temporary Uses on the NV Reserve Property cease to be in operation in accordance with this Agreement; provided that Owner complies with the obligations set forth in Section 11 for retaining any Project improvements on the NV Reserve Property initially allowed as part of the Temporary Uses.

20. Default. Subject to Section 18, a Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement required to be performed by such Party shall constitute a default (the "**Default**").

20.1 Default by Owner. Pursuant to California Government Code Section 65865.1, if County determines, following a noticed public hearing and on the basis of substantial evidence, that Owner has not complied in good faith with Owner's obligations pursuant to this Agreement, County shall, by written notice to Owner, specify the manner in which Owner has failed to comply and state the steps Owner must take to bring itself into compliance. If Owner does not initiate steps reasonably necessary to bring itself into compliance within thirty (30) days after receipt of the County's written notice, Owner shall be deemed to be in Default and County may then: (1) seek a modification of this Agreement, (2) terminate this Agreement, or (3) seek any other available legal or equitable remedies as provided in this Agreement or in law, including specific performance.

20.2 Default by County. If County has not complied with any of its obligations and limitations under this Agreement, Owner shall by written notice to County specify the manner in which County has failed to comply and state the steps necessary for County to bring itself into compliance. If County does not initiate steps reasonably necessary to bring itself into compliance within 30 days after receipt of the written notice from Owner, and thereafter diligently pursue such steps to completion, then County shall be deemed to be in default under the terms of this Agreement. Owner may then exercise any or all of the following remedies: (1) seek a modification of this Agreement; (2) terminate this Agreement; (3) withhold payments that might be otherwise due to County under this Agreement; and/or (4) seek specific performance or pursue other available legal and/or equitable remedies.

20.3 Remedies for Default. Subject to the notice and opportunity to cure provisions in Section 20.4 below, the available remedies for any Party in the event of a Default by the other Party (except with respect to a payment Default) shall be an action in mandamus, or for damages, specific performance, or other injunctive or declaratory relief. In addition, upon the occurrence of a Default and subject to the procedures described in Section 20.4, the non-defaulting Party shall have the right to terminate this Agreement, but any such termination shall not affect such Party's right to seek such remedies as are provided for in this Agreement on account of the Default for which this Agreement has been terminated, and shall be subject to the procedures specified in this Agreement. Any legal action by a Party alleging a Default shall be filed within 180 days from the end of the default procedure described in Section 20.4.

20.4 Procedure Regarding Defaults. A Complaining Party shall not exercise any of its remedies as the result of a Default unless the Complaining Party first gives notice to the Party in Default as provided in Section 20.4.1, and the Party in Default fails to cure such Default within the applicable cure period.

20.4.1 Notice; Meet and Confer. The Complaining Party shall give written notice of Default to the Party in Default specifying the Default alleged by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any Default nor shall it change the time of Default.

Before sending a Notice of Default, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; provided, however, the meet and confer process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to this Section 22.1 would materially and adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request and if, despite the good faith efforts of the requesting Party such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section 20.4.1 and may proceed in accordance with the issuance of a Notice of Default.

20.4.2 Cure. The Party in Default shall have 30 days from receipt of the Notice of Default to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot practicably be cured within such 30-day period, then

it shall not be considered a Default during that 30-day period so long as: (a) the cure was commenced at the earliest practicable date following receipt of the notice; (b) the cure was reasonably prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than 30 days after the curing Party's receipt of the notice), the curing Party provided written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day period; and (d) the cure was completed at the earliest practicable date. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be agreed to by the Complaining Party to be reasonably necessary to correct the matter).

20.4.3 Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

21. Attorneys' Fees and Costs.

21.1 Legal Actions by Parties to the Agreement. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, costs and expenses), which shall be payable whether or not such action is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 21 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21.2 Legal Actions by Third Parties. If any person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Project Approvals or the Subsequent Approvals, the Parties shall cooperate in defending such action. Owner shall bear its own costs of defense as a real party in interest in any such action and timely reimburse County for all costs (including court costs) and attorneys' fees incurred by County in defense of any such action or other proceeding. For purpose of this provision, "timely" reimbursement means full payment by Owner of all costs incurred by County, as applicable, not later than 45 days following Owner's receipt of an invoice from County describing costs previously incurred by County in defense of such action. In its sole discretion, Owner may tender its defense of such action to County or defend the action itself. Upon tender of defense to Owner by County, Owner shall defend through counsel approved by County, which approval shall not be unreasonably withheld, and Owner shall bear all attorneys' fees and costs from the date of tender.

21.3 Third Party Court Action/Limitation on Action. If any court action or proceeding is brought by any third party to challenge any Project Approval or this Agreement,

then (a) Owner shall have the right to terminate this Agreement upon 30 days' notice, in writing to County, given at any time during the pendency of such action or proceeding, or within 90 days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a Permitted Delay(s).

22. Surviving Provisions. In the event this Agreement is terminated or cancelled, neither Party shall have any further rights or obligations hereunder, except for those rights or obligations under any provision that, by its express terms, survives the expiration and termination of this Agreement, including but not limited to Sections 9.3.2 and 19.

23. Agreement Runs with the Land. All of the provisions, agreements, rights, terms, powers, standards, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other Persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and the burdens and benefits shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors (by merger, consolidation, or otherwise), assigns, devisees, administrators, representatives, and lessees.

24. Excuse for Nonperformance. Notwithstanding anything to the contrary in this Agreement, the Parties shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God; fire; earthquake; flood; explosion; action of the elements; war; civil unrest; pandemic; quarantine restrictions; invasion; insurrection; riot; mob violence; sabotage; inability to procure or shortage of labor, equipment, facilities, materials or supplies in the open market; failure of transportation; freight embargoes, strikes; lockouts; labor disputes; condemnation; requisition; changes in laws; litigation; orders of governmental authority; the failure of any governmental agency, public utility or communication or transportation provider to issue a permit, authorization, consent, or approval required for development, construction, use, or operation of the Project or portion thereof within typical, standard or customary timeframes; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Party claiming the extension of time to perform (a "**Permitted Delay**"). The Party claiming such extension shall send written notice of the claimed extension to the other Party within 30 days from the commencement of the cause entitling the Party to the extension.

25. Third Party Beneficiary. This Agreement is made and entered into solely for the protection and benefit of the Parties, and their respective successors and assigns, and no other Person shall have any right of action based upon any provision in this Agreement.

26. Notice. Any notice to any Party required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and given by delivering the same to such party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's

mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

County:	Napa County 1195 Third Street, Suite 310 Napa, California 94559 Attn: County Executive Officer
<i>With a copy to:</i>	Napa County Counsel 1195 Third Street, Suite 301 Napa, California 94559
<i>With a copy to:</i>	Napa County Planning, Building, & Environmental Services Attn: Director 1195 Third Street, Second Floor Napa, California 94559
Meadowood Resort:	Meadowood Resort LLC 900 Meadowood Lane St. Helena, CA 94574 Attn: Owner Representative
Meadowood Associates & HMS:	Meadowood Associates, LP 1030 Main Street, Suite 300 St. Helena, CA 94574 Attn: Owner Representative
<i>With an Owner copy to:</i>	Kevin Teague Holman Teague Roche Anglin, LLP 1455 First Street, Suite 217 Napa, CA 94559
<i>With an Owner copy to:</i>	Jeff Dodd Coblentz Patch Duffy & Bass LLP 700 Main St, Suite 301 Napa, CA 94559

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is affected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

27. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any Person, entity or circumstance shall, to any extent,

be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to Persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

28. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver. Except as provided in Section 20.3, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

29. Applicable Law and Venue. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that any lawsuit or legal proceeding arising hereunder shall be heard in the Federal District Court in the Northern District (San Francisco branch) if in federal court or the Napa County Superior Court if in California Superior Court.

30. Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to use good faith efforts to take all actions and do all things as may reasonably be necessary or appropriate to carry out this Agreement, the Project Approvals and Subsequent Approvals, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or appropriate to achieve the purposes and objectives of this Agreement, the Project Approvals and Subsequent Approvals.

31. Not a Public Dedication. Except as provided herein and in the Project Approvals, nothing contained herein shall be deemed to be a gift or dedication of the Property to the general public, for the general public.

32. Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

33. Form of Agreement; Entirety; Recordation; Exhibits. This written Agreement, which consists of 30 pages and eight (8) exhibits (Exhibits "A" through "H", contains the entire agreement between the Parties with respect to its subject matter. Except as otherwise specified

herein, any prior correspondence, memoranda, agreements, warranties or representations by, among and between the Parties are superseded in total by this Agreement. The County shall cause this Agreement, any amendment hereto and any termination of any parts or provisions hereof, to be recorded, at Owner's expense, with the County Recorder within ten (10) days of the Adoption Date, the date of the approval of an amendment hereto, or the date of termination of any parts or provisions hereof, as applicable. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

EXHIBIT DESIGNATION	DESCRIPTION
A	Resort Property Legal Description
B	NV Reserve Property Legal Description
C	Site Plan
D	Notice of Intent
E	Development Plan
F	Development Summary
G	Development Standards
H	Subsequent Approval Process Chart

34. Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning in order to achieve the objectives and purposes of the Parties, and not strictly for or against any Party. The captions and headings are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. The exhibits to this Agreement are intended to be and shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including", "such as" or words of similar import when following any general term, statement or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term or matter. This Agreement has been reviewed and revised by legal counsel for Owner and County, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

35. Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

36. Time Is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

37. Enforcement. Unless amended or canceled as provided in Section 14.6 of this Agreement, or modified or suspended pursuant to California Government Code Section 65869.5, this Agreement is enforceable by either Party despite any change in any applicable general or specific plan, zoning, subdivision, or building regulation or other applicable ordinance or regulation adopted by County that purports to apply to any or all of the Property.

38. Non-Liability of County Officers and Employees. No official, officer, director, employee, agent, or representative of either Party shall be personally liable to the other Party or its successors and assigns for any loss arising out of or connected with this Agreement.

39. Authority to Execute. The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the entity for which they are executing this Agreement. They further warrant and represent that they have the authority to bind their respective Party to the performance of its obligations under this Agreement.

40. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

“MEADOWOOD RESORT”

MEADOWOOD RESORT, LLC,
a Delaware limited liability company

By:

Its:

“MEADOWOOD ASSOCIATES”

MEADOWOOD ASSOCIATES, a Limited
Partnership,
a California limited partnership

By:

Its:

“HMS”

HMS VINEYARDS LLC,
a California limited liability company

By:
Its:

“COUNTY”

NAPA COUNTY, a political subdivision of the
State of California

Ryan Gregory,
Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>Date: August 19, 2022 Doc.No. 79544</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>
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EXHIBIT A

RESORT PROPERTY LEGAL DESCRIPTION

Land situated in the unincorporated area of St. Helena, County of Napa, State of California, described as follows:

PARCEL ONE:

Being all that portion of the Rancho Carne Humana, Sections 19, 30, Township 8 North, Range 5 West, and Sections 24 and 25, Township 8 North, Range 6 West, Mount Diablo Base and Meridian, described as follows:

BEGINNING at a 3/4" iron pipe in a stone mound on the Northerly line of the Rancho Carne Humana at the Northwest corner of the parcel of land described in the Deed to Fred H. Hunter, et ux, recorded May 28, 1958 in Book 569 at page 596 of Official Records of Napa County; thence South 17° 54' 10" West 131.24 feet to a 1-1/4" iron pipe set in concrete in an 18" live oak tree and shown on Map No. 2465, entitled, "Parcel Map of a Portion of the Lands of Henry Marolf, et al", filed December 12, 1973 in Book 5 of Parcel Maps, at page 80, in the office of the Napa County Recorder; thence South 58° 41' 50" West 378.43 feet to a nail and tag stamped L.S. 2799 set on top of the stone wall on the Southwest line of Meadowood Lane and being a point on the Northerly line of Parcel C shown on said Map No. 2465; thence along the Northerly line of said Parcel C, North 32° 59' 20" West 16.50 feet to a T-bar monument; thence South 58° 44' 30" West 308.31 feet to a T-bar monument; thence North 53° 37' 30" West 557.46 feet to a point which bears South 36° 43' 30" West 62.97 feet from a T-bar monument marking the most Easterly corner of Lot 43 shown on Map No. 1268 entitled, "Final Map of Meadowood Community Madrone Knoll Unit One", filed August 6, 1964 in Book 7 of Maps at pages 76-77 in the office of the Napa County Recorder; thence along the Northerly line of said Madrone Knoll Unit One, North 36° 43' 30" East 62.97 feet to a T-bar monument; thence North 19° 52' 30" West 183.81 feet to a T-bar monument; thence North 28° 25' 20" West 245.64 feet to a T-bar monument; thence North 52° 41' 20" West 118.61 feet to a T-bar monument; thence North 64° 19' 30" West 123.96 feet to a T-bar monument; thence North 76° 49' 50" West 136.02 feet to a T-bar monument; thence North 85° 22' 20" West 155.89 feet to a 3/4" iron pipe; thence South 17° 06' 40" West 57.26 feet to a 3/4" iron pipe; thence North 72° 54' 00" West 224.88 feet to a 3/4" iron pipe; thence North 13° 11' 00" West 104.92 feet to a T-bar monument; thence North 58° 40' 50" West 162.39 feet to a T-bar monument; thence North 66° 56' 50" West 215.06 feet to a T-bar monument; thence North 52° 10' 00" West 347.86 feet to T-bar monument; thence leaving said Northerly line of Madrone Knoll Unit One, North 29° 46' West 616.00 feet to a 3/4" iron pipe; thence North 15° 17' West 490.00 feet to a 3/4" iron pipe; thence North 1° 50' West 267.00 to a 3/4" iron pipe; thence North 28° 57' East 210.00 feet to a 3/4" iron pipe; thence North 72° 37' West 138.00 feet to a 3/4" iron pipe; thence North 25° 38' East 150.74 feet to a 3/4" iron pipe; thence South 72° 37' East 292.00 feet to a 3/4" iron pipe; thence South 25° 38' West 65.00 feet to a 3/4" iron pipe; thence South 64° 57' East 288.00 feet to a 3/4" iron pipe; thence South 26° 20' West 30.00 feet to a 3/4" iron pipe; thence South 49° 07' East 494.00 feet to a 3/4" iron pipe; thence South 12° 54' East 247.00 feet to a 3/4" iron pipe; thence North 50° 29' East 234.00 feet to a 3/4" iron pipe; thence South 39° 43' East 336.00 feet to a 3/4" iron pipe; thence South 51° 04' West 288.16 feet to a 3/4" iron pipe; thence South 86.18 feet to a 1-1/2" diameter brass

disc in concrete marking the corner common to Sections 24, 25, 19 and 30, Township 8 North, Ranges 5 and 6 West, Mount Diablo Base and Meridian; thence East 175.00 feet to a 3/4" iron pipe; thence South 73° 15' East 370.00 feet to a 3/4" iron pipe; thence South 40° 00' East 239.36 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 350.00 feet to a 3/4" iron pipe; thence South 17° 17' 10" West 179.98 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 370.00 feet to a 3/4" iron pipe; thence North 17° 17' 10" East 179.98 feet to a 3/4" iron pipe; thence South 72° 42' 50" East 280.00 feet to a 3/4" iron pipe on the Easterly side of a dirt road; thence South 18° 27' 02" East 821.22 feet to the point of beginning.

EXCEPTING THEREFROM Parcels One, Two, Three and Four as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-036

PARCEL TWO:

Parcel One, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-032

PARCEL THREE:

Parcel Two, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-033

PARCEL FOUR:

Parcel Three, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-034

PARCEL FIVE:

Parcel Four, as shown on the map entitled, "Parcel Map of the Lands of Meadowood Associates", filed April 12, 1990 in Book 17 of Parcel Maps at pages 64-66 in the office of the County Recorder of said Napa County.

APN 025-080-035

PARCEL SIX:

An Easement for ingress, egress, roadway and utility purposes and all purposes incidental thereto over a strip of land 40 feet wide as described in the Deed to Meadowood Associates, a Limited Partnership, recorded December 3, 1987 in Book 1552 at page 940 of Official Records of Napa County.

EXHIBIT B

NV RESERVE PROPERTY LEGAL DESCRIPTION

Land situated in the unincorporated area of St. Helena, County of Napa, State of California, described as follows:

TRACT ONE:

Parcel A as shown on the map entitled "Parcel Map of a Portion of the lands of Henry Marlof et al", filed December 12, 1973, in Book 5 of Parcel Maps at Page 80, in the office of the County Recorder of Napa County.

APN 025-110-049 & 025-110-050

TRACT TWO:

PARCEL ONE:

All that real property situated in the County of Napa, State of California, being a portion of Parcel "C" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, said portion being more particularly described as follows:

Beginning at the Western corner of said Parcel "C"; thence along the Northwestern boundary thereof North 32° 03' East 475.00 feet to the Northern corner thereof; thence along the Northeastern boundary thereof South 60° 02' East 198.56 feet and South 53° 06' East 169.15 feet; thence leaving said boundary of said Parcel "C" South 36° 26' 44" West 320.28 feet; thence South 31° 17' 17" East 63.30 feet; thence South 36° 48' 14" West 174.98 feet, more or less to the Southwestern boundary of said Parcel "C"; thence along said Southwestern boundary, being the Northeasterly line of Silverado Trail, a County Road North 49° 02' 00" West 301.11 feet and along a curve to the left having a radius of 630.00 feet through a central angle of 07° 57' 00" an arc distance of 87.41 feet to the point of beginning of this description.

APN 025-110-064

PARCEL TWO:

Easements for water system and water pipelines and incidentals thereto as described in the document recorded February 25, 2004 as Series Number 2004-0006814 of Official Records of Napa County.

TRACT THREE:

PARCEL ONE:

All that real property situated in the County of Napa, State of California, being a portion of Parcel "C" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, said portion being more particularly described as follows:

Commencing at that angle point of the Northeastern boundary of said Parcel "C" which is the Northwestern terminus of the course shown as "S 53° 06' E 645.43 feet" on said Map; along said Northeastern boundary South 53° 06' East 169.15 feet to the True Point of Beginning of this description; thence leaving said boundary of said Parcel "C" South 36° 26' 44" West 320.28 feet; thence South 31° 17' 17" East 63.30 feet; thence South 36° 48' 14" West 174.98 feet, more or less to the Southwestern boundary of said Parcel "C"; thence along said Southwestern boundary, being the Northeasterly line of Silverado Trail, a County Road South 49° 02' 00" East 300.89 feet and along a curve to the left having a radius of 670.00 feet through a central angle of 04° 32' 02" an arc distance of 53.02 feet; thence leaving said Southwestern boundary North 36° 54' 00" East 404.08 feet; thence North 54° 33' 26" West 158.03 feet; thence North 35° 01' 04" East 141.78 feet to said Northeastern boundary of said Parcel "C" thence along said Northeastern boundary North 53° 06' 00" West 252.09 feet to the True Point of Beginning of this description.

APN 025-110-065

PARCEL TWO:

Easements for water system and water pipelines and incidentals thereto as described in the document recorded February 25, 2004 as Series Number 2004-0006814 of Official Records of Napa County.

TRACT FOUR:

All that real property situated in the County of Napa, State of California, being all of Parcel "B" as shown on Map No. 2465 filed December 12, 1973 in Book 5 of Parcel Maps at Page 80 in the Office of the Recorder of the County of Napa, together with a portion of Parcel "C" as shown on said Map No. 2465 and together with all of the lands of HMS Vineyards, LLC as described in the Grant Deed recorded August 20, 2008 as Series Number 2008-0021224 in the Official Records of the County of Napa, said lands of HMS Vineyards, LLC, Parcel "B" and portion of said Parcel "C" being more particularly described as a whole as follows:

Commencing on the Southwestern boundary of said Parcel "C", being the Northeastern line of Silverado Trail, a County Road at the Southeastern terminus of the course shown as "South 49° 02' 00" East 602.00 feet" on said Map No. 2465; thence along said Southwestern boundary and along a curve to the left having a radius of 670.00 feet through a central angle of 04° 32' 02" an arc distance of 53.02 feet to the True Point of Beginning of this description; thence leaving said Southwestern boundary North 36° 54' 00" East 404.08 feet; thence North 54° 33' 26" West 158.03 feet; thence North 35° 01' 04" East 141.78 feet to said Northeastern boundary of said Parcel "C" thence along said Northeastern boundary South 53° 06' East 224.19 feet, more or less to an angle point therein; thence continuing along the exterior boundary of said Parcel "C" North 59° 09' East 309.28 feet and South 30° 51' East 16.50 feet to the most Western corner of

Meadowood Lane as shown on said Map No. 2465; thence Southeasterly along the Southwesterly lines of Meadowood Lane as shown on said Map 1584.5 feet, more or less to the Northwesterly line corner of said lands described in said Series Number 2008-0021224; thence along said Westerly line North 36° 05' East to the Northeasterly line of said lands described in said Series Number 2008-0021224; thence Southeasterly along said Northeasterly line, on bearings and with distances given in said Series Number 2008-0021224 South 51° 00' East 186.08 feet, South 52° 32' East 55.56 feet, South 54° 04' East 132.45 feet, South 50° 41' East 76.33 feet, South 48° 29' East 147.62 feet, North 53° 56' 27" East 19.78 feet and South 41° 10' 36" East 323.35 feet to the most Southern corner of the 1.34 acre tract of land described in the Deed to O. Rouhe, et ux., of record in Book 243 at Page 124 of Official Records of Napa County; thence along the Southeasterly line of said 1.34 acre tract of land to the most Western corner of that certain parcel of land described as an Exception in said Series Number 2008-0021224; thence along the Southwesterly lines of said Excepted parcel described in said Series Number 2008-0021224 as "South 43° 01' East 254.14 feet to a nail tagged RCE 11649 in the center of pavement of said Meadowood Lane; thence along the approximate center line of said pavement South 41° 02' East 157.58 feet to a nail tagged RCE 11649 and South 49° 08' East 190.45 feet to a nail tagged RCE 11649; (and) thence East" to the East line of the Carne Humana Rancho, being the East line of said lands described in said Series Number 2008-0021224; thence South along said Carne Humana Rancho line to the Northerly line of the County Road leading from St. Helena to Pope Valley, being the Southeasterly line of said lands described in said Series Number 2008-0021224; thence Southwesterly along said line of said County Road to the most Southern corner of said lands described in said Series Number 2008-0021224, which is shown as the most Eastern corner of said Parcel "B" on said Map No. 2465; thence Southwesterly, Northerly and Northwesterly along the exterior boundary lines of said Parcel "B" 4011.72 feet, more or less, to the True Point of Beginning of this description.

APN 025-110-066

Land situated in the unincorporated area of County of Napa, State of California, described as follows:

Commencing on the Southern line of the Silverado Trail, at the most Northern corner of the 8.44 acre tract of land described in the Deed to Fred F. Bacci, et ux, of Record in Book 201 of Official Records at Page 274, said Napa County Records; thence South 34° 53' West 54.29 feet to the center of Napa River; thence down the center of said river, South 1° 18' West 231 feet and South 4° 24' 20' East 225 feet; thence North 62 ¼° East 265.50 feet to the said Southern line of said Silverado Trail; thence along the last said line, North 27° 45' West 300 feet; thence 134.57 feet along a curve to the left (radius 570 feet, central angle 13° 31' 36" long chord that bears North 34° 30' 48" West) to the point of commencement, and being a portion of the Carne Humana Rancho.

APN 025-120-007

EXHIBIT C
SITE PLAN

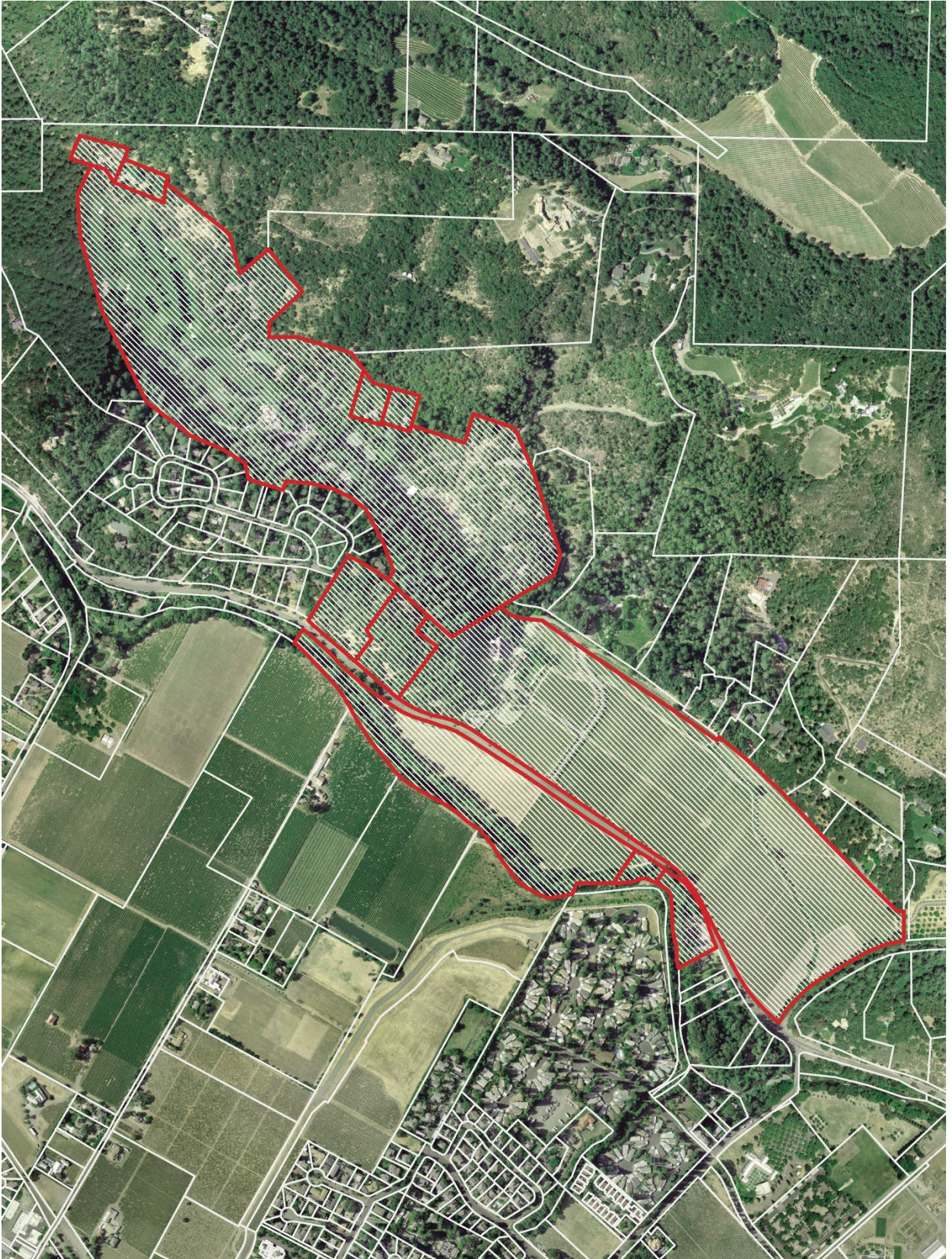


EXHIBIT D
NOTICE OF INTENT

EXHIBIT E
DEVELOPMENT PLAN

EXHIBIT F
DEVELOPMENT SUMMARY

EXHIBIT G
DEVELOPMENT STANDARDS

[

EXHIBIT H

SUBSEQUENT APPROVAL PROCESS CHART



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-508

TO: Board of Supervisors

FROM: Becky Craig - Acting County Executive Officer

REPORT BY: Kendra Bowyer, Emergency Services Officer

SUBJECT: Adoption of a Resolution Continuing the State of Local Emergency Due to Drought Conditions

RECOMMENDATION

Acting County Executive Officer, acting as the Director of Emergency Services, requests adoption of a Resolution continuing the State of Local Emergency due to drought conditions that are occurring in Napa County.

EXECUTIVE SUMMARY

On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated.

If adopted by the Board, the proposed Resolution will continue the State of Local Emergency due to drought conditions in Napa County, and extend the emergency powers of County officials as set forth in Resolution No. 2022-29.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	If costs are incurred as a result of the drought staff will return to the Board with any appropriation increases.
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	Ongoing drought conditions and related emergency response actions may result in future fiscal impacts to the County. Drought cycles historically last for several years.
Consequences if not approved:	If the resolution is not adopted the County may not be eligible for emergency response funding from the State.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: 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, as well as California as a whole, is in the second consecutive year of extremely dry conditions due to historically low rainfall totals, with the region looking at 37% to 40% of average for the water year. The U.S. Drought Monitor data from the National Drought Mitigation Center currently classifies Napa County at the “D2-Severe Drought” level.

On March 8, 2022, the Board of Supervisors proclaimed a State of Local Emergency due to drought conditions in Napa County, pursuant to Resolution No. 2022-29. Government Code section 8630(c) requires local agencies to revisit proclamations of local emergency at least once every 60 days until the local emergency is terminated. The drought continues to cause adverse environmental, economic, health, welfare and social impacts to the people, businesses, agriculture, property, communities, the environment, wildlife, and recreation in Napa County. During the State of Local Emergency, the powers, functions and duties of the Director of Emergency Services and the emergency organization of the County shall be those prescribed by state law, and by ordinance and resolution of Napa County.

Continuing the State of Local Emergency maintains the County’s eligibility to receive mutual aid and other resources from the State or other local agencies. The State of Local Emergency covers the entire Napa County Operational Area, including all municipalities and special districts. Under California’s Standardized Emergency Management System (SEMS), the County will serve as the lead agency for mutual aid and coordination with these jurisdictions and the State through the California Governor’s Office of Emergency Services. With this continuing proclamation, additional coordination at the Operational Area level will occur to help identify what actions and resources are needed to address broad community impacts, particularly to local agriculture.

NAPA COUNTY RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF
LOCAL EMERGENCY DUE TO THE 2021-2022 DROUGHT**

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

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

WHEREAS, on March 8, 2022, the Board of Supervisors proclaimed a state of local emergency due to severe drought conditions in Napa County, pursuant to Resolution No. 2022-29; and

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

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

BE IT FURTHER RESOLVED, that the measures previously taken by the Board of Supervisors in Resolution No. 2022-29 shall continue to have full force and effect.

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board of Supervisors held on the 27th day of September, 2022, by the following vote:

AYES:	SUPERVISORS	_____

NOES:	SUPERVISORS	_____

ABSTAIN:	SUPERVISORS	_____

ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>June 2, 2022</u> PL Doc. No. 73059</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1553

TO: Board of Supervisors
FROM: Becky Craig - Acting County Executive Officer
REPORT BY: Jennifer Ivancie - Board Clerk II
SUBJECT: Reappointments to the Airport Advisory Commission

RECOMMENDATION

Acting County Executive Officer requests the following reappointments on the Napa County Airport Advisory Commission with the terms of office to commence immediately and expire on September 17, 2025:

1. Choolwe Kalulu representing Local Education Industry;
2. Christian Palmaz representing Wine/Hospitality Industry;
3. Kristen Hannum Gregory representing Napa County Airport Pilots Group or Club; and
4. Richard Rybicki, Todd Walker, and Geoffrey Gorsuch representing General Public.

EXECUTIVE SUMMARY

There are currently seven openings on the Napa County Airport Advisory Commission. The County Executive Office advertised the openings and received six reappointment requests from Choolwe Kalulu, Christian Palmaz, Kristen Hannum, Richard Rybicki, Todd Walker, and Geoffrey Gorsuch.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Airport Advisory Commission (AAC) was originally formed in 1969 with the mission of advising the Board of Supervisors on all matters pertaining to County Airport operations and making recommendations to the Board of Supervisors regarding Airport safety, annual budgets, use of Airport facilities, and a variety of other issues related to the Airport.

On May 7, 2019, the Board of Supervisors adopted Resolution No. 2019-54 revising the function, composition, and frequency of Airport Advisory Commission meetings to assist Airport Management. The number of meetings was reduced from ten (10) to six (6) annually, and the membership was reduced to seven (7) voting members and one non-voting liaison Commissioner.

Upon the request of the Board of Supervisors, the Airport Advisory Commission shall:

- a. Advance and promote the interest of aviation to the public;
- b. Advise and support Airport Management on selected issues related to Airport policies and operations;
- c. Provide recommendations to Airport Management on selected actions that require Board of Supervisors approval;
- d. Work collaboratively with other agencies and local economic development efforts to effectively market the Airport as a community asset and advance the Airport's business interests; and
- e. Serve as an informational forum for community members and Airport users to receive and provide input on Airport and aviation related issues.

The seven voting Airport Advisory Commissioners will represent the following categories:

- Three - General Public;
- One - Napa County Airport Pilots Group or Club;
- One - Local Chamber of Commerce;
- One - Wine/Hospitality Industry with recommendations from a recognized wine or hospitality industry association;
- One - Local Education industry with recommendations from a recognized school district, Napa Valley College, or other institution of higher education, or from a trades/vocational program.

Staff requests the reappointment of Choolwe Kalulu to represent Local Education Industry, Christian Palmaz to represent Wine/Hospitality Industry, Kristen Hannum Gregory to represent Napa County Airport Pilots Group or Club, Richard Rybicki, Todd Walker, and Geoffrey Gorsuch to represent General Public to the Napa County Airport Advisory Commission.



A Tradition of Stewardship
A Commitment to Service

County Executive Office

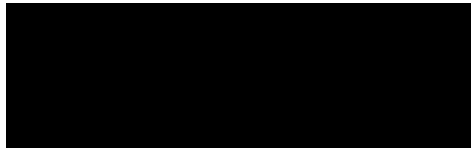
1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

August 10, 2022

Choolwe Kalulu



Dear Choolwe,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Local Education Industry. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

- ☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

- ☒ I confirm that all the information on my last application is current.
- ☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**



SIGNATURE

8/10/22

DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

EDUCATION

Profile

Choolwe

First Name

Kalulu

Middle Initial

Last Name

[REDACTED]

Email Address

[REDACTED]

Home Address

Suite or Apt

[REDACTED]

City

CA

State

[REDACTED]

Postal Code

Which supervisorial district do you reside in? *

☒ District 1

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

[REDACTED]

Primary Phone

NAPA VALLEY COLLEGE

Employer

TECHNOLOGY SPECIALIST

Job Title

Educational Technology,
Commercial Pilot

Occupation

Education/Experience

BS in Aviation Business. Embry Riddle Aeronautical University Commercial Pilots License with type rating on Challenger 601, 604, Beechcraft 1900, 350 and Bonanza F33A

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

None

Resume

Upload a Resume

Letter of Recommendation or Supplemental
Attachments

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

Commerical Pilots License issued 1994 and expired 2016 (PLEASE NOTE THAT RESUME UPLOAD FEATURE AND LETTER OF RECOMMENDATION ARE NOT WORKING ON THIS SITE)

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

Dr Ron Kraft (Former Airport (Education) Commissioner and president of Napa Valley College) Tel: [REDACTED]
[REDACTED] Will Marcencia (Owner Wine Down Radio KVN and KVN) Tel: [REDACTED] Paul Oseso (Director Aegis) Tel: [REDACTED]

Community Participation

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

I wish to serve on the Airport Commission because Aviation was my primary career before transitioning into education. I have worked and interacted with multiple FBO's as a customer and resident operator. My passion for Napa Airport goes back 25 years. Being in the Napa education system, I've seen multiple Aviation careers come from my students and I wish to contribute by offering the airport visibility to the community. I would like to enhance the many developments happening at the Napa Airport. I would like to be the conduit between the eager students and community members to the Napa Airport. My college degree was in Business with emphasis on Aviation. The commission work would be exactly what I'm passionate about. I have worked closely with changes in the Aviation industry from aircraft requirements to environmental and trending changes. I wish to serve the community I truly love and have called my home for 25 years.

Nature of activity and community location

Sunrise Rotary Napa. Serving the Napa community through volunteering and helping multiple projects within the city.

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

None

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None

Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Choolwe Kalulu

Date

1/20/2022

PROFILE

- Commercial Pilot with over 14,000 hours.
- Director of Educational Technology and Media department at Napa Valley College.
- Owner of the McClelland House Boutique Hotel in downtown Napa.
<https://www.themcclellandhouse.com/>

EDUCATION WORK EXPERIENCE

- Worked in the California College education system for 22 years.
- Initial education work from Embry Riddle Aeronautical University as a student worker and flight instructor.
- Experience with education technology from Haas School of Business, UC Berkeley.
- Work at Napa Valley College as the technology special working with Instructional Technology and the Information Technology department.
- Ran the Audio visual departments for UC Berkeley, Haas School of Business and Napa Valley College.

AVIATION EXPERIENCE

- Over 14,000 Hours of Pilot experience.
- Aircrafts flown: Challenger 601, Beechcraft 1900D, Beechcraft King Air 350, Beechcraft Baron 58, Bonanza F33A, Cessna 172.
- Worked for Roan Air. Presidential fleet.
- Worked for Egypt Air NCATO.

WORK HISTORY

Napa Valley College
Napa, CA.

2006 -Present

Director of Instructional Technology. Audio Visual Technology Specialist in charge of all Institutional and Instructional technology. Responsibilities range from IT operations to managing the entire college instructional technology system. Instructing faculty and students on multiple technology disciplines.

All technology to do with media support, distant education and hybrid teaching.

McClelland House Luxury Hotel

2017 - Present

Napa, California

Owner and operator of the newest luxury Boutique Hotel downtown Napa. Family operated and currently featured in Conde Naste Travel magazine.

UC Berkeley Haas School of Business

2005 - 2006

Berkeley, CA

Director/Producer in charge of Instructional media and Audio Visual coordination. In charge of all instructional Technology at Haas School of business and video streaming for online education and event management of all activities at the school. Managed a team of education technology specialists and Audio Visual staff.

OAVS (Oakland Audio Visual Service)

2000- 2005

San Leandro, CA

Audio/Visual technician. Directing of major audio and video setups in conjunction with various local union staff. Work demanded meticulous detail and monitoring of multi-equipped shows and events. Covered northern California with large AV contracts such as Mascone convention center, weight watchers, Intel, San Francisco Giants etc.

Miscellaneous work

2003 -2004

Berkeley, San Francisco CA.

Worked with KTVU Channel 2 as floor production assistant, Inn at the Opera, Hotel Nikko, Pacifica Radio.

ROAN AIR ZAMBIA AIRWAYS

1994 -1998

Lusaka, Zambia

Worked as First Officer for the Roan Air presidential fleet.

EDUCATION

Embry-Riddle University

1998 – 2005

Daytona Beach, Florida – USA

Bachelor of Science

(Major: Aviation Business, Bachelor of Science)

NCATO (Pilot training)

1991-1994

National Civil Aviation Training Organization

London England & Cairo

Completed Airline Commercial Pilot training.

British Council College

1988-1989

Graduated in Lanmark Reservation system. Computer graphic design.

REFERENCES

Ronald Kraft

President Napa Valley College

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Paul Oseso

Position: Director

Aegis

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Rebecca Scott

Position: Dean

Napa Valley College

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MY PERSONAL CONTACT DETAILS

Address: Choolwe Kalulu

[REDACTED]
[REDACTED]
[REDACTED]

Tel: [REDACTED]
[REDACTED]

Email: [REDACTED]



Division of Arts & Humanities

March 16, 2022

Napa County Board of Supervisors
Napa CA

To Whom It May Concern:

This is to Choolwe Kalulu for the Education seat on the Napa County Airport Commission. He is uniquely qualified for this position as a member of the education community through his work at Napa Valley College, ownership of a local business, and as a licensed pilot.

I have had the pleasure of working with Mr. Kalulu for the last five years in his capacity as part of our information technology staff. He is also an active member of Napa Sunrise Rotary, because he is committed to giving back to our community.

I am sure that you will find Mr. Kalulu to be a diligent member of the Commission. He is dedicated, hard working, and will represent us well. Napa County will benefit from his service as a member of the Airport Commission.

Sincerely,

Robert J. Van Der Velde, J.D.
Senior Dean, Arts & Sciences

Robert.VanDerVelde@NapaValley.edu
707-256-7768



Student Affairs

March 25, 2022

To Whom It May Concern:

Please accept this as an official and formal recommendation for Mr. Choolwe Kalulu to serve on the Napa County Aviation Commission.

Mr. Kalulu is an employee of Napa Valley College. As his supervisor, I am familiar with his aviation background, including holding an Airline Commercial Pilots License. In addition, Mr. Kalulu's education is in Business with an emphasis on Aviation. He is a good representative of the Education sector that your Commission seeks.

I believe Mr. Kalulu would be a good addition to the membership of the Aviation Commission for Napa County to assist with and provide input on aviation matters of the Commission.

Please let me know if you need any other information from me in support of Mr. Kalulu.

Thank you,

Oscar De Haro
Assistant Superintendent/Vice President for Student Affairs



Oscar De Haro
Assistant Superintendent/Vice President
Student Affairs

2277 Napa-Vallejo Highway
Napa, California 94558
www.napavalley.edu/studentaffairs

(707) 256-7365
Fax (707) 256-7369
odeharo@napavalley.edu



A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

August 10, 2022

Christian Palmaz



Dear Christian,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Wine/Hospitality Industry. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

- ☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

- ☐ I confirm that all the information on my last application is current.
- ☒ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

A handwritten signature in black ink, appearing to read "Rebecca Craig", written over a horizontal line.
SIGNATURE

Aug 10, 2022

DATE

Print**Application for Appointment to Board, Commission, Committee, Task Force or Position -
Submission #1014**

Date Submitted: 8/8/2019

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Application for Appointment to:

Airport Advisory Commission

Name of Board, Commission, Committee, Task Force or Position.

Category of Membership for Which You Are Applying*

General Public or Wine/Hospitality Industry

This information can be found on the news release announcing the opening. You may apply for more than one category if more than one position is open.

Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

Full Name*

Christian Gastón Palmaz

Supervisorial District in Which You Reside*

District 4

Home Address*

[REDACTED]

City*

[REDACTED]

State*

TX

Zip*

[REDACTED]

Phone*

[REDACTED]

Email Address*

[REDACTED]

Work Address*

[REDACTED]

City*

[REDACTED]

State*

CA

Zip*

[REDACTED]

Work Phone*

[REDACTED]

Current Occupation*

CEO, Palmaz Vineyards (Napa, CA) President & CEO, Vactronix Scientific INC (Fremont, CA) CTO, GoodHeart Brand Specialty INC (San Antonio, TX) Co-Founder, Genesee Valley Ranch LLC (Genesee, CA) Partner, Cristamine Mining (Buenos Aires, Argentina)

Within the last 12 months

Current License

FAA Certificated Commercial Helicopter - Instrument Pilot | First Class Medical | OID: Sep-2012

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

Education/Experience

Trinity University, San Antonio, TX — BS Business Management - Computer Science - 2007

Resume

Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.

Community Participation

Co-Founder Rural to Rural - International Charitable Organization Napa Sheriff Aero Squadron - Volunteer Helicopter Pilot
Young Pilots Cadet Explorer Program - Helicopter Content Contributor NAPA — Napa Airport Pilot's Association Member
EAA Young Eagles - Volunteer Helicopter Pilot

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served**Public Actions that may impact Credit Rating**

List all court or other public administration actions impacting your credit rating within the past ten (10) years.

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

Reference 1**Name*****Phone***

Sgt James Andrews

[REDACTED]

Address*

City*

State*

Zip*

.....

Reference 2

Name*

Phone*

Address*

City*

State*

Zip*

.....

Reference 3

Name*

Phone*

Address*

City*



State*

CA

Zip*



Name and occupation of spouse within the last 12 months, if married.

Jessica Palmaz, President Palmaz Vineyards

For Conflict of Interest purposes

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

Dear Members of the Board of Supervisors,

A small town's airport is arguably one of the most important resources available to any community. With less than 600 airports around the United States supporting commercial air carrier service, a vast majority of the U.S. is inaccessible via the airlines. Fortunately there are over 17,000 general aviation airports to help fill the gaps. Napa County's airports are a portal to the skies serving not only our local municipalities and private air travelers, but also provide beginnings of many pilot's careers. They employee hundreds of people directly and thousands more indirectly. Lastly, KAPC is single-handedly responsible for bringing invaluable support to our agriculturally focused local industries.

The AAC has served to provide an important interface between the airport community and the Board of Supervisors. Our Napa County airport has changed over the years as advances in air travel bring more services to a broader user base. The AAC deserves active participation from a passionate team dedicated to promoting sustainable growth.

I believe my management background in the wine industry among other diverse businesses, coupled with being an active commercial pilot, make me a suitable candidate to serve on the AAC. I pledge a collaborative and open dialogue style in supporting the AAC's mission and hope the Board of Supervisors consider my application.

Best regards,

Christian Gastón Palmaz

Responded

☐ Yes

Completed

☐ Yes

I declare under penalty of perjury that the foregoing is true and correct.*

☒ Yes☐ No

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature**Date**

Christian G Palmaz

8/7/2019

11:45 PM



Christian Gastón Palmaz

[REDACTED]

August 7, 2019

Napa County Board of Supervisors
1195 Third Street
Suite 100
Napa, CA 94559

Dear Members of the Board of Supervisors,

A small town's airport is arguably one of the most important resources available to any community. With less than 600 airports around the United States supporting commercial air carrier service, a vast majority of the U.S. is inaccessible via the airlines. Fortunately there are over 17,000 general aviation airports to help fill the gaps. Napa County's airports are a portal to the skies serving not only our local municipalities and private air travelers, but also provide beginnings of many pilot's careers. They employ hundreds of people directly and thousands more indirectly. Lastly, KAPC is single-handedly responsible for bringing invaluable support to our agriculturally focused local industries.

The AAC has served to provide an important interface between the airport community and the Board of Supervisors. Our Napa County airport has changed over the years as advances in air travel bring more services to a broader user base. The AAC needs active participation from a passionate team dedicated to promoting sustainable growth and increasing value to the community it serves.

I believe my management background in the wine industry among other diverse businesses, coupled with being an active commercial pilot, make me a suitable candidate to serve on the AAC. I pledge a collaborative and open dialogue style in supporting the AAC's mission and hope the Board of Supervisors consider my application.

Best regards,

Christian Gastón Palmaz



Christian Gastón Palmaz



Goal

Represent the general public as a contributing member to the AAC with an emphasis on promoting sustainable airport growth and increasing value for the community it serves.

Aviation Experience

- **FAA CERTIFICATED COMMERCIAL HELICOPTER - INSTRUMENT PILOT | FIRST CLASS MEDICAL**
- **OVER 1,200 HOURS OF INCIDENT FREE FLIGHT TIME IN 12 DIFFERENT AIRFRAME TYPES**
- **VOLUNTEER HELICOPTER PILOT - NAPA COUNTY SHERIFF AERO SQUADRON**
- **DESIGNED, PERMITTED, AND MANAGED CONSTRUCTION OF AN FAA, CALTRANS, AND COUNTY APPROVED HELIPORT WITH 4 YEARS OF SUCCESSFUL INCIDENT FREE OPERATION**
- **EXTENSIVE EXPERIENCE WITH AIRCRAFT BORNE IMAGING PLATFORMS FOR AGRICULTURE AND GIS PURPOSES**
- **EXPERIENCE CONTRACTING AND COMPLETING TWO AVIATION AIRPORT NOISE STUDIES AND ONE ENVIRONMENTAL IMPACT REVIEW FOR AN AIRPORT**
- **STRONG PROPONENT FOR AVIATION SAFETY AND NOISE ABATEMENT**
 - **FOUNDER OF WWW.NAPAVALLEYHELICOPTERNOISE.COM AND THE FLY-QUIET CAMPAIGN FOR HELICOPTERS OVER NAPA VALLEY**
 - **SUCCESSFULLY COMPLETION OF HAI ROTOR SAFETY CHALLENGE (2014, 2016, 2017, 2019)**
- **19 YEAR EXECUTIVE HANGAR TENANT IN GOOD STANDING AT NAPA COUNTY AIRPORT**

Current Professional Experience

- **CEO, PALMAZ VINEYARDS (NAPA, CA) – 2016 - PRESENT**
- **PRESIDENT & CEO, VACTRONIX SCIENTIFIC INC (FREMONT, CA) – 2016 - PRESENT**
- **CTO, GOODHEART BRAND SPECIALTY INC (SAN ANTONIO, TX) – 2012 - PRESENT**
- **CO-FOUNDER, GENESEE VALLEY RANCH LLC (GENESEE, CA) – 2015 - PRESENT**
- **PARTNER, CRISTAMINE MINING (BUENOS AIRES, ARGENTINA) – 2010 - PRESENT**

Education

Trinity University, San Antonio, TX – BS Business Management - Computer Science - 2007



Professional Skills

Complex Business Development and Financial Management of companies specialized in advanced high-tech manufacturing, research & development, and luxury brand development

Directly responsible for over 500 employees within a variety of industries

Responsible for the global protection and management of over 700 patents

Advanced development of computer based machine learning, rapid R&D, and computational sciences

Advanced integration of GIS with a focus in agricultural application and resource management

Bilingual English and Spanish

Community Involvement / Philanthropy

Co-Founder Rural to Rural - International Charitable Organization

Napa Sheriff Aero Squadron - Volunteer Helicopter Pilot

Young Pilots Cadet Explorer Program - Helicopter Content Contributor

NAPA – Napa Airport Pilot's Association Member

EAA Young Eagles - Volunteer Helicopter Pilot

References

James Andrews - Retired Sergeant, CHP Golden Gate Division Air Operations -

[REDACTED]

Cade Clark - Helicopters Association International Vice President -

[REDACTED]

Oren Breedlove - FAA Designated Pilot Examiner, CFII -

[REDACTED]

Richard Conte - Former FAA Sacramento FSDO Aviation Safety Inspector -

[REDACTED]

Shane Shannon - FAA KAPC Certified Professional Air Traffic Controller & National Air Traffic Controllers Association (NATCA) Facility Representative -

[REDACTED]

Todd Walker - Airport Advisory Commission (AAC) Chairman - [REDACTED]

[REDACTED]

Kristen Gregory - Captain, Napa County Sheriff Aero Squadron - [REDACTED]

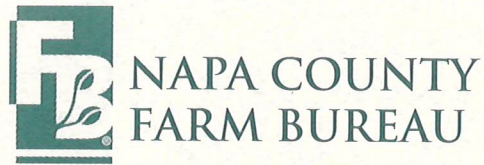
[REDACTED]

Hal Leggit - 2nd Lieutenant, Napa County Sheriff Aero Squadron - [REDACTED]

[REDACTED]

Bill Dodd - California State Senator District 3 - [REDACTED]





August 16, 2019

Board of Supervisors
County of Napa
1195 Third Street, 3rd Floor
Napa, CA 94559

Dear Board of Supervisors:

The Napa County Farm Bureau would like to recommend Christian Palmaz for the Airport Advisory Commission representing the Wine/Hospitality Industry. The airport is an important asset as it provides a critical air bridge for visitors supporting our industry. It's important that this position be filled with someone who both understands aviation and the industry's needs. Christian Palmaz, as CEO of Palmaz Vineyards and a long-time commercial pilot and user of the Napa County airport, is uniquely suited to fulfill the needs of this position and properly represent our industry's needs at the airport.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Klobas', written in a cursive style.

RYAN KLOBAS
Chief Executive Officer



August 22, 2019

Napa County Board of Supervisors
1195 Third Street
Suite 100
Napa, CA 94559

Dear Board of Supervisors,

The Coombsville Vintners & Growers would like to recommend Christian Palmaz for the Airport Advisory Commission representing the Wine/Hospitality Industry. The airport is an important asset as it provides a critical air bridge for visitors supporting our industry. It's important that this position be filled with someone who both understands aviation and the industry's needs. Christian Palmaz, as CEO of Palmaz Vineyards and a long-time commercial pilot and user of the Napa County airport, is uniquely suited to fulfill the needs of this position and properly represent our industry's interests in the airport.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Martin", with a stylized flourish at the end.

Taylor Martin
President

Rudy Zuidema
Vice President

Kina Kreer
Secretary

Kristi Devine
Treasurer



A Tradition of Stewardship
A Commitment to Service

August 10, 2022

Kristen Gregory

RECEIVED

AUG 18 2022

NAPA COUNTY
EXECUTIVE OFFICE

County Executive Office

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

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

Dear Kristen,

You have been a valued member of the **Napa County Airport Advisory Commission** representing Napa County Airport Pilots Group or Club. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email or fax.**

SIGNATURE

DATE

COUNTY EXECUTIVE OFFICE

1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4421
www.countyofnapa.org
FAX (707) 253-4176

Print**Application for Appointment to Board, Commission, Committee, Task Force or Position -
Submission #1026**

Date Submitted: 8/14/2019

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Application for Appointment to:

Airport Advisory Commission -- Commissioner Representing Napa Airport Pilots Association

Name of Board, Commission, Committee, Task Force or Position.

Category of Membership for Which You Are Applying*

Airport Advisory Commission -- Commissioner Representing Napa Airport Pilots Association

This information can be found on the news release announcing the opening. You may apply for more than one category if more than one position is open.

Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

Full Name*

Kristen Hannum Gregory

Supervisorial District in Which You Reside*

[REDACTED] Out of County bf

Home Address*

[REDACTED]

City*

[REDACTED]

State*

Ca

Zip*

[REDACTED]

Phone*

[REDACTED]

Email Address*

[REDACTED]

Work Address*

Advocates for Aviation Safety Foundation, Inc., 1923 Adrian Street

City*

[REDACTED]

State*

CA

Zip*

[REDACTED]

Work Phone*

[REDACTED]

Current Occupation*

Manager

Within the last 12 months

Current License

Single Engine Land - Private Pilot License with Instrument Rating

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

Education/Experience

Bachelor's Degree in German From Stanford University
Masters in Learning and Behavior from UCLA
Ph.D in Industrial Organizational Psychology from UC Berkeley

Resume

Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.

Community Participation

President of Napa Airport Pilots Association
President of Advocates for Aviation Safety Foundation, Inc.(a 501 c 3 operating out of Napa)
Captain of the Napa County Sheriff's Aero Squadron
Member of EAA local chapters at Sonoma Sky Park and at Napa County Airport
Leader of Scouting Post 7301 -- Aviation Explorers in Napa County
Secretary for Air Share Aviation Flying Club based at Napa County Airport
Member of the North Bay DART (Disaster Airlift Response Team)

Nature of activity and community location

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

None

Public Actions that may impact Credit Rating

None

List all court or other public administration actions impacting your credit rating within the past ten (10) years.

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

Reference 1

Name*

Larry Timmer

Phone*

[REDACTED]

Address*

[REDACTED]

City*

[REDACTED]

State*

CA

Zip*

[REDACTED]

Reference 2

Name*

Harold Leggett

Phone*

[REDACTED]

Address*

[REDACTED]

City*

[REDACTED]

State*

CA

Zip*

[REDACTED]

Reference 3

Name*

Michael Harms

Phone*

[REDACTED]

Address*

City*

State*

Zip*

Name and occupation of spouse within the last 12 months, if married.

For Conflict of Interest purposes

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

I am an enthusiastic aviator and an advocate for aviation, and for aviation safety. I have been flying for 15 years, and my Cessna 152 airplane is hangared in Napa and in Truckee. I am involved in community activities at both airports, and am very keen on enhancing the positive impact that an airport can have on its local community. I would like to see Napa County Airport further strengthen its community outreach and community service to Napa County, and it would be an honor to work with the Advisory Commission in support of that objective.

Responded

☐ Yes

Completed

☐ Yes

I declare under penalty of perjury that the foregoing is true and correct.*

☒ Yes

☐ No
Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Date

Kristen Hannum Gregory

8/14/2019

hh:mm am/p

From: Napa Pilot's Association [REDACTED]
Sent: Wednesday, August 14, 2019 3:42 PM
To: Fultz, Barbara
Subject: Fwd: AAC Candidate Endorsement

Begin forwarded message:

From: Napa Pilot's Association [REDACTED]
[REDACTED] 13, 2019 at 7:35:10 AM PDT
To: Greg Baer <Greg.baer@countyofnapa.org>
Cc: John Montmorency <[REDACTED]>, Carol Stevenson <[REDACTED]>, Norm
Brod <[REDACTED]>, Steve Richards <[REDACTED]>,
[REDACTED]
Subject: AAC Candidate Endorsement

To Whom It May Concern—

The Napa Airport Pilots' Association (NAPA) Board of Directors endorses and enthusiastically supports the application of Kristen Hannum Gregory (current NAPA President and member of our Board) for a position on the Napa County Airport Advisory Commission.

Sincerely, the members of the Napa Pilot's' Association BOD,

Norm Brod
Steve Richards
John Montmorency
Carole Stevenson



A Tradition of Stewardship
A Commitment to Service

County Executive Office

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

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

August 10, 2022

Richard Rybicki



Dear Richard,

You have been a valued member of the **Napa County Airport Advisory Commission** representing General Public. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

- ☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

- ☒ I confirm that all the information on my last application is current.
- ☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**

RL ERl

SIGNATURE

8 10 22

DATE

COUNTY EXECUTIVE OFFICE
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4421
www.countyofnapa.org
FAX (707) 253-4176

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

General Public, Chamber of Commerce, or Pilot Group

Profile

Richard

First Name

Rybicki

Middle Initial

Last Name

[REDACTED]

Email Address

[REDACTED]

Home Address

Suite or Apt

[REDACTED]

City

CA

State

[REDACTED]

Postal Code

Which supervisorial district do you reside in? *

☒ District 2

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

[REDACTED]

Primary Phone

Rybicki & Associates, P.C.
Employer

Labor & Employment Attorney
Job Title

Attorney
Occupation

Education/Experience

University of California, Los Angeles (B.A., Philosophy) University of Cambridge (Adv.Dip. (Phil.), P.G.Cert. (Cand.)) Cornell University, Cornell Law School (J.D.)

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

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Attorney (12/92 - 01/23)

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

Mary Luros [REDACTED] Mathew Eisenberg [REDACTED] Amanda Bevins [REDACTED]

Community Participation

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

I am a local pilot (Vintage Flyers, LLC) and active in the community, working with the Napa Chamber and various committees and groups over the past two decades. I also moved my firm office to the airport area. I would like to contribute to the planning and operational support of airport activities, including maintaining its relationship with the surrounding community and balancing its service to General Aviation. I believe that my prior work in the community, in committee areas from the prior hospitality management advisory group to the recent COVID business development group, give me perspective on the community and the interests served by (or contrary to) the airport.

Nature of activity and community location

Napa Valley Hospitality & Tourism Advisory Board (Napa - NVC) Napa Valley College (Hospitality Management Program) Napa Chamber of Commerce (Board, Executive Committee) Napa Bar Association (prior section Chair, Board liason) Napa Court Alternative Dispute Resolution Development Committee Superior Court of California, County of Napa (ADR panelist, judicial officer pro tem)

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

None

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None

Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Richard C Rybicki

Date

4/10/22

Richard Rybicki

Labor & Employment Attorney



Professional Experience

- Rybicki & Associates, P.C. / Rybicki & Blevans, LLP** 2002 - present
Attorney (Shareholder), Napa – Sonoma, CA
Labor and employment law advice; trial, appellate and administrative litigation; labor-management relations; policy advocacy.
- Employment Dispute Resolution** (“EffectiveADR”) 2008 - present
Mediator, Napa – Sonoma, CA
Mediation and Alternative Dispute Resolution services in civil and administrative litigation.
- Littler Mendelson P.C.** 1997 - 2002
Attorney (Associate, Shareholder), Sonoma – San Francisco, CA
Labor and employment law, labor relations.
- Morgan, Lewis & Bockius LLP** 1994 - 1996
Attorney (Associate), Los Angeles, CA
Labor and employment law, labor relations.

Education

- University of Cambridge, Advanced Diploma in Philosophy** 2012 - 2022
Dissertation Title: The Relationship Between Language and Law
PGCert pending (2023)
- Cornell University (Cornell Law School), Juris Doctor** 1989 - 1992
Concentration in Advocacy
- University of California, Los Angeles, B.A., Philosophy** 1985 - 1989
Concentration in Philosophy of Science
- University of St. Andrews, Independent Study, Philosophy** 1987
(Credit awarded via U.C.L.A.)

Permanent Admissions

State Bar of California, United States District Courts (C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., D. Ariz., D. Hawaii), United States Circuit Courts of Appeal (First, Fifth, Ninth, District of Columbia), United States Supreme Court

Professional Training and Certification

Los Angeles County Bar Association, Dispute Resolution Services, Mediator Certification Training

National Institute for Trial Advocacy, Advanced Trial Advocacy

Representative Professional Activities

Sonoma County Bar Association, 2022 Board Representative, Steering Committee; Past Chair (Labor & Employment Section)

Napa County Bar Association, Past Director, Past Chair (Employment Law Section)

Superior Court of California, Mediator – ADR Panelist (Counties of Napa, Solano, Sacramento)

Bloomberg Law, ABA Section of Labor and Employment Law, Contributing Editor, The Developing Labor Law (volume editions and supplements, 1994 – 2022)

California Lawyers Association, Litigation and Labor & Employment Law sections Participant, Representative at the 2019 Week in Legal London

American Bar Association, Litigation, Labor & Employment Law, Dispute Resolution sections Committee Member, Development of the Law Under the NLRB
Prior Member, Publications Committee and Mediation Subcommittee

Representative Community Activities

Napa Chamber of Commerce, 2022 Executive Committee; 2022 Board of Directors; Countywide Business Advisory Group (COVID Period)

Civil Air Patrol, USAF Auxiliary, Legal Officer, NORCAL Group 5, California Wing (CAWG); Capt – Redwood Empire Composite Squadron 157

Napa County Superior Court, Alternative Dispute Resolution Development Committee

Napa Valley College, Adjunct Faculty (Hospitality Law); Visiting Lecturer (Hospitality and Law); Hospitality & Tourism Management Board

Sonoma State University, Instructor and Visiting Lecturer, School of Business and Economics, Wine Business and Hospitality Management Programs

Culinary Institute of America, Adjunct Faculty (Management and Law)



A Tradition of Stewardship
A Commitment to Service

August 10, 2022

Todd Walker

County Executive Office

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

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

Dear Todd,

You have been a valued member of the **Napa County Airport Advisory Commission** representing General Public. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

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<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**


SIGNATURE

8/26/2022
DATE

COUNTY EXECUTIVE OFFICE
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4421
www.countyofnapa.org
FAX (707) 253-4176

From: [REDACTED]
To: [Fultz, Barbara](#); [Valdez, Jose \(Louie\)](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Appointment to Board, Commission, Committee, Task Force or Position
Date: Wednesday, June 5, 2019 1:13:59 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments or respond unless you recognize the sender and know the content is safe.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

(Section Break)

Application for Appointment to:

Airport Advisory Commission

Category of Membership for Which You Are Applying

General Public

Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

Full Name

Todd Walker

Supervisory District in Which You Reside

4

Home Address

[REDACTED]

City

[REDACTED]

State

CA

Zip	████
Phone	████████
Email Address	██████████████
Work Address	████████
City	████
State	CA
Zip	████
Work Phone	████████
Current Occupation	Owner/Manager Trucking Company
Current License	<i>Field not completed.</i>
Education/Experience	BS CSU, Chico/ 30 years managing my business/ 10+ years on the AAC
Resume	<i>Field not completed.</i>
Community Participation	Past President - Napa Active 20/30 Past President - Napa Sunrise Rotary Current Board President - Napa Boys and Girls Club Current Chair - Airport Advisory Commission
Other County Board/Commission/Committee on Which You Serve/Have Served	<i>Field not completed.</i>
Public Actions that may impact Credit Rating	<i>Field not completed.</i>
(Section Break)	

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

Reference 1

Name	Mike Murray
Phone	████████
Address	████████

City	████
State	Cq
Zip	████
(Section Break)	
Reference 2	
Name	Mike Downer
Phone	████████
Address	██████████
City	████
State	ca
Zip	████
(Section Break)	
Reference 3	
Name	Hugh
Phone	Linn
Address	████████
City	████
State	Ca
Zip	████
(Section Break)	
Name and occupation of spouse within the last 12 months, if married.	Tracy Walker - Housewife
Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.	I have been on this committee for several years and feel that I can add stability
I declare under penalty of perjury that the foregoing is true and correct.	Yes

Electronic Signature
Agreement

Field not completed.

Electronic Signature

Todd Walker

Date

6/5/2019 1:00 PM

Email not displaying correctly? [View it in your browser.](#)



A Tradition of Stewardship
A Commitment to Service

August 10, 2022

Geoffrey Gorsuch

County Executive Office

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

Main: (707) 253-4421
Fax: (707) 253-4176

Rebecca Craig
Acting County Executive Officer

Dear Geoffrey,

You have been a valued member of the **Napa County Airport Advisory Commission** representing General Public. The term of your position will expire September 17, 2022. If you wish to request reappointment for another 3-year term, please check the following box:

- ☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Airport Advisory Commission** for the term commencing immediately and expiring September 17, 2025.

=====

If you have chosen to request reappointment, please check one of the two boxes below regarding your last application.

- ☒ I confirm that all the information on my last application is current.
- ☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form either contact the Napa County Executive Office or go to the following link to complete your application online:

<https://www.countyofnapa.org/1420/Committees-Commissions>

After checking the appropriate box, **sign and date on the lines below and return this letter to the County Executive Office by mail, email, or fax.**


SIGNATURE

8-12-2022
DATE

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

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Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Napa County Airport Advisory Commission: Submitted

Category of Membership for Which You Are Applying

general public

Profile

Geoffrey

First Name

H

Middle Initial

Gorsuch

Last Name


Email Address


Home Address

Suite or Apt


City

CA

State


Postal Code

Which supervisorial district do you reside in? *

☒ District 1

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


Primary Phone

Napa River Reclamation District

Employer

Part time assistant to the supervisor/maintenance/equipment operator

Job Title

retired - winemaker, vineyard manager/owner Goosecross Cellars, Yountville

Occupation

Education/Experience

BA degree, San Diego State University, recreation/public administration Private/instrument rating pilot CERT and citizens academy, Napa county sheriff department 12 years Ventura county 4-H program 4 years Yountville Chamber of commerce

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

Karen gorsuch,retired NVUSD food service

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

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

Napa County Agriculture Department pesticide applicator license. expired

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

Thomas Nelson [REDACTED] retired business owner, past Napa Airport Advisory Commisioner Phil Decelles [REDACTED] retired airline pilot/FAA check airman Brian King [REDACTED] History teacher NVUSD

Community Participation

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

As a home owner close to the airport and being a pilot, I believe there is a critical need for representation and education between the airport and residences that live close by. With the future growth of Napa airport it will be important to have open peaceful input from all involved. I hope to be able to discuss and educate fellow neighbors about the airport operations and return to the commission, airport management and supervisors with positive suggestions and open dialog. The promotion of the airport and its value to all will also be a goal to achieve.

Nature of activity and community location

own home on Milton road west of Napa Airport

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

None

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

None , no criminal record of any kind

Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Geoffrey H Gorsuch

Date

8-2-2021



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1687

TO: Board of Supervisors
FROM: Becky Craig - Acting County Executive Officer
REPORT BY: Jesus Tijero - BOS Staff Assistant II
SUBJECT: Out of Country Travel Request

RECOMMENDATION

Acting County Executive Officer requests authorization for out of country travel for Chair Ryan Gregory, Supervisor Alfredo Pedroza, and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2022 Conference in Mendoza, Argentina from October 28, 2022 through November 5, 2022 for a cost not to exceed \$17,500.

EXECUTIVE SUMMARY

Acting County Executive Officer requests authorization for out of country travel for Chair Ryan Gregory, Supervisor Alfredo Pedroza, and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland to attend the Great Wine Capitals Annual 2022 Conference in Mendoza, Argentina from October 28, 2022 through November 5, 2022. Authorization for Napa County officials to participate in the Great Wine Capitals (GWC) was approved by the Board of Supervisors on August 7, 2007 under the GWC Policy [Part 1, Section 8B, Rule 24-E]. Costs shall not exceed \$17,500.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner Subdivision 16000-01
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Board of Supervisors have discussed the County's involvement in the Great Wine Capitals on several occasions and have decided on its importance to the Napa County wine industry with the participation of County officials. Section (E) of Part 1, Section 8B, Rule 24 of the Napa County Policy Manual establishes the policy for appointments of Napa County representatives to the Great Wine Capitals General Assemblies.
Is the general fund affected?	Yes
Future fiscal impact:	It is anticipated that the County will participate in future years and that the associated costs will be budgeted accordingly.

Consequences if not approved: Napa County would lose representation at a collaborative event of the world's wine industry.

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 Global Network of Great Wine Capitals (GWC) is an organization that works to encourage international winery tourism as well as economic, academic, cultural, and agricultural exchanges between the member regions. The Board of Supervisors have agreed on the importance of participation due to the global nature of the wine business in Napa County and the forum created by the GWC to discuss issues of economic significance to the County and the local wine industry. The 2022 GWC Annual Conference is being held in Mendoza, Argentina and the County will be represented by Chair Ryan Gregory, Supervisor Alfredo Pedroza and Agricultural Commissioner/Sealer of Weights and Measures Tracy Cleveland.

As a member of the GWC Executive Committee, Supervisor Pedroza will attend the Executive Committee Meeting and participate in the Executive Committee agenda schedule. Supervisor Pedroza will also participate in workshops and events highlighting issues affecting San Francisco/Napa County wine region, including irrigation systems and social sustainability concepts.

As GWC Delegates, Chair Gregory and Agricultural Commissioner Cleveland will attend the GWC Delegates and Business Delegates agenda schedule. They will participate in workshops and events highlighting issues affecting wine regions, including Wine Tourism, Geology, Identity, Heritage, Health, Aesthetics, and Ecosystems.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1794

TO: Board of Supervisors

FROM: Becky Craig - Acting County Executive Officer

REPORT BY: Michael Parker - Senior Management Analyst

SUBJECT: Approval of Agreement No. 230166B with Bischoff Performance Improvement Consulting and Agreement No. 230159B with Collabria Care

RECOMMENDATION

Acting County Executive Officer and Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230166B with Bischoff Performance Improvement Consulting for \$228,250 and Agreement No. 230159B with Collabria Care for \$127,750, both for the term of September 1, 2022, through June 30, 2024, in order to conduct an Older Adults Needs Assessment and Strategic Action Plan.

EXECUTIVE SUMMARY

On August 23, 2022, the Board received a presentation from staff on a joint proposal from Bischoff Performance Improvement Consulting (Bischoff Consulting) and Collabria Care to conduct an Older Adults Pandemic Recovery Needs Assessment. This collaboration between Bischoff Consulting, Collabria Care, and the Area Agency on Aging Napa Solano (via in-kind support), will produce two deliverables: (1) an assessment of the current needs of Napa County's older adults, in the context of the pandemic and a strategic action plan identifying ways to build resiliency among older adults as they recover from the pandemic; and (2) a fund development plan to close the gaps between older adults' needs and what's currently available in Napa County. This 22-month project will commence September 1, 2022, and conclude on June 30, 2024.

By May 2024, the Area Agency on Aging (AAA) serving Napa and Solano Counties is required by the California Department of Aging to have its Four-Year Area Plan in place. Through this proposal, the AAA has agreed to be a strategic partner in planning and implementing this assessment and strategic action plan,

enabling the outcomes of this project to satisfy and align with the AAA's community planning obligations to the State and avoiding duplicative efforts. It is anticipated that the Strategic Action Plan that is developed from this proposal will be adopted as the AAA Local Plan for Napa County's part of that plan.

At the August 23rd presentation, the Board directed staff to return at a subsequent Board meeting to execute agreements with both Bischoff Consulting and Collabria Care. Today's requested action is for approval of and authorization for the Chair to sign Agreement No. 230166B with Bischoff Performance Improvement Consulting for \$228,250, and Agreement No. 230159B with Collabria Care for \$127,750. The Agreement with Bischoff Consulting will be held by the County Executive Office and paid from the General Fund. The Agreement with Collabria Care, an organization co-located with HHSA's Comprehensive Services for Older Adults, will be managed by HHSA, funded through Mental Health Services Act monies, specifically through prevention and early intervention categories. HHSA's proposed agreement with Collabria Care further leverages and strengthens the Board's existing MSA grant commitments to older adult focused services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Non-Departmental (Org 1050000), and HHSA's Mental Health Division (Org 2000200)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no mandate to contract for these services, however, partnering with these vendors under these agreements will allow for an Older Adults Needs Assessment and Strategic Action Plan to close the gaps within the Napa County older adult's community.
Is the general fund affected?	Yes
Future fiscal impact:	Appropriations for Fiscal Year 2022-23 have been included in the requested budget and appropriations for future fiscal years will be budgeted accordingly.
Consequences if not approved:	An Older Adults Needs Assessment and Strategic Action Plan will not occur.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Napa County's older adults have been disproportionately negatively affected by COVID-19, experiencing more hospitalizations and deaths than any other age group in the community. Older adults have faced extremely high levels of social isolation throughout the pandemic, negatively impacting their mental health and wellness. A

significant number of older adults face transportation and/or language access barriers, further limiting their recovery from the pandemic. Napa County has an older adult population that's higher than average, compared to the other counties in the state, and expected to continue to rise. The 65 and older population is the most rapidly growing population in Napa County, with the latest statistics indicating that 28% of Napa County residents are age 60 and above. Through its ongoing work, HAPI (Napa County Healthy Aging Population Initiative) has identified many pressing priorities for the older adult community, including having access to long-term services, support for elders and their caregivers, and workforce development to address the shortage of caregivers to meet the elder care/caregiving demand.

In June 2021, California Governor Gavin Newsom announced the Governor's Master Plan for Aging, which outlines 5 bold goals and 23 strategies to build a California for All Ages by 2030. The goals of the Governor's ten-year master plan, intended to support older adults' recovery from the pandemic, include the following:

1. Housing for All Ages and Stages: We will live where we choose as we age, in communities that are age-, disability-, and dementia-friendly and climate- and disaster-ready.
2. Health reimagined: We will have access to the care and services we need to optimize our health and quality of life and to continue to live where we choose.
3. Inclusion & Equity, Not Isolation: We will have lifelong opportunities for work, volunteering, community engagement, and leadership and will be protected from isolation, discrimination, abuse, neglect, and exploitation.
4. Caregiving that Works: We will be prepared for and supported through the rewards and challenges of caring for aging and disabled loved ones.
5. Affording Aging: We will have economic security as long as we live.

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By May 2024, the Area Agency on Aging (AAA) Serving Napa and Solano Counties is required by the California Department of Aging to have its Four-Year Area Plan in place. The AAA will be a strategic partner in planning and implementing this assessment and strategic action plan, enabling the outcomes of this project to satisfy AAA's community planning obligations to the State and avoiding duplicative efforts. It is anticipated that the Strategic Action Plan that is developed from this proposal will be adopted as the AAA Local Plan for Napa County's part of that plan.

At the August 23rd presentation, the Board directed staff to return at a subsequent Board meeting in order to execute agreements with both Bischoff Performance Improvement Consulting and Collabria Care in order to fund the aforementioned proposal. Today's requested action is for approval of and authorization for the Chair to sign Agreement No. 230166B with Bischoff Performance Improvement Consulting for \$228,250, and Agreement No. 230159B with Collabria Care for \$127,750.

Collabria Care is a community based organization located within Napa County, while Bischoff Performance Improvement Consulting is a consulting firm located in Sonoma, CA.

NAPA COUNTY AGREEMENT NO. 230166B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 27th day of September, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Bischoff Performance Improvement Consulting whose business address is 1051 Broadway, Suite G, Sonoma, CA 95476, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, for an Older Adults Needs Assessment and Strategic Action Plan; 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 September 1, 2022, and shall expire on June 30, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto 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 rate of at the rates set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWO HUNDRED AND TWENTY EIGHT THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$228,250); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

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

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

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

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

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

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

(2) Professional Liability. Each party shall obtain and maintain in full force and effect during the term of this Agreement professional liability/errors and omissions insurance coverage in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and, where provided through a policy of insurance, issued by a company admitted to do business in the State of California and having an A.M. Best Rating of A:VII or better, covering all professional acts or omissions of that party arising out of or in connection with this Agreement except for those acts or omissions performed in strict compliance with express direction from the other party's governing board, officers or personnel unless such direction was based upon professional advice from the first party or its personnel or other agents under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit. If the policy is made on a claims made basis, the contractor must maintain a claims made policy or purchase the Professional Liability policy with a three (3) year "tail" reporting period that begins at the termination of this contract.

(3) Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with that party's activities under this

Agreement of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence.

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

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

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

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

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.

(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 and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective 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 out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

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

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

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

COUNTY

Becky Craig
1195 Third St, Ste 310
Napa, CA 94559

CONTRACTOR

Dr. B.J. Bischoff
1051 Broadway, Ste G
Sonoma, CA 95476

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 County Executive Officer. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that

CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

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

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

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

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

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

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement

within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the County Executive Officer.

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

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Purchasing Agent or designee (as long as the total contract term, including all renewals, does not exceed three (3) years and the annual aggregate compensation paid to CONTRACTOR by COUNTY under this agreement will not exceed \$61,200 as adjusted annually beginning on July 1, 2013 to reflect the percentage change from April 1 of the prior year to April 1 of the current year in the California Consumer Price Index for all items, as determined by the California Department of Industrial Relations), or through its Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

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

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

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

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability,

physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

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

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

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

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

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

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

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

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

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

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

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

Bischoff Performance Improvement Consulting

By *B.J. Bischoff*
DR B.J. BISCHOFF, Owner and Founder

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u><i>Susan B. Altman</i></u> Deputy County Counsel Date: <u>9/19/2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

September 1, 2022, through June 30, 2024

Background

Napa County’s older adults have been disproportionately harmed by COVID-19, experiencing more hospitalizations and deaths than any other age group in the community. Older adults have faced extremely high levels of social isolation throughout the pandemic, negatively impacting their mental health and wellness. Significant numbers of older adults face transportation and/or language access barriers, further limiting their recovery from the pandemic. Napa County has an older adult population that’s larger than average, compared to the other counties in the state, and expected to continue to increase. The 65 and older population is the most rapidly growing population in Napa County, with the latest statistics indicating that 28% of Napa County residents are age 60 and above. Through its ongoing work, HAPI (Napa County Healthy Aging Population Initiative) has identified many pressing priorities for the older adult community, including having access to long-term services and support for elders and their caregivers, and workforce development to address the shortage of caregivers to meet the elder care/caregiving demand.

Project Deliverables

This project has three deliverables:

- (1) Develop a Comprehensive Needs Assessment – in conjunction with Collabria Care and the Napa-Solano Area Agency on Aging (AAA), CONTRACTOR shall serve in the roles of Project Lead and Project Coordinator in assessing the needs of Napa County’s older adults and to identify and document pandemic-related gaps in needed policies, programs, and services that will support older adults' recovery from the pandemic; and
- (2) Develop a Strategic Action Plan – in conjunction with Collabria Care and the Napa-Solano AAA, CONTRACTOR shall work to develop and draft a strategic action plan identifying ways to build resiliency among older adults as they recover from the pandemic in alignment with the Governor’s Master Plan for Aging; and
- (3) Ensure that the work set forth in deliverables (1) and (2) are completed in such a manner that the Strategic Action Plan may be adopted by the AAA as Napa County’s part of the AAA Local Plan in its next update that will occur during the term of this agreement.

CONTRACTOR’s Proposal dated August 8, 2022, entitled “Two-Part Proposal for ARPA Funding: Bischoff Consulting & Collabria Care, is incorporated herein by reference; CONTRACTOR’s specific work in deliverables (1) through (3) above are set forth in further detail therein.

Staff Supervision and Agency Responsibilities

To preserve the autonomy and efficient functioning of CONTRACTOR staff performing these services, direct supervision of all CONTRACTOR staff shall be the sole responsibility of CONTRACTOR. However, CONTRACTOR staff shall be expected to coordinate and cooperate with COUNTY staff to achieve maximum outcomes as needed.

Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. CONTRACTOR **shall submit reports of activities two (2) times per year** to the Senior Management Analyst.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

The reports shall include, but are not limited to, descriptions and progress developing Organizational Partnerships, Outreach Data, Attendance, and Participant Demographics.

All reports shall be submitted on spreadsheet templates and forms provided by the COUNTY unless another reporting method is approved by the COUNTY. The COUNTY reserves the right to request additional information and data it may deem necessary.

CONTRACT MONITORING

- CONTRACTOR is responsible for maintaining all documentation required for monitoring including but not limited to:
 - Events, activities, and training sign-in sheets, etc.
 - Documentation to support cost reports including receipts, time sheets, mileage forms and travel/training registration forms, etc.
 - Other documentation as needed
- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY shall monitor CONTRACTOR'S provision of services by conducting at least one contract monitoring meeting per year.
- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

ANNUAL REVIEW OF PERFORMANCE

CONTRACTOR shall meet once a year with COUNTY to coordinate and review fulfillment of contract terms and addresses any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

ASSIGNMENTS OR SUBCONTRACTORS

A consideration of this Agreement is the community reputation and special expertise, resources, and service program(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

RECOGNITION OF COUNTY FUNDING

All press releases, media advisories, print and other press material, and social media referencing programs funded by COUNTY must include the following tagline at the bottom of the release/advisory:

This program was funded, in part, by the Napa County Board of Supervisors.

CONFLICT RESOLUTION AND MEDIATION

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the County Executive Officer or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

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

Older Adult Needs Assessment and Strategic Action Plan

I. COMPENSATION

CONTRACTOR shall be reimbursed for work towards the completion of the deliverables as described in Exhibit A. CONTRACTOR’s specific work is broken down, in detail, by hours for each task, an hourly rate, and maximum compensation for each task as set forth in CONTRACTOR’s Proposal dated August 8, 2022, entitled “Two-Part Proposal for ARPA Funding: Bischoff Performance Improvement Consulting & Collabria Care.”

CONTRACTOR shall submit invoices to the Senior Management Analyst as hours expended under each task are completed. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year.

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY’s Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to the COUNTY’s Senior Management Analyst. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than 15 calendar days following receipt. CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. The Program Budget detail is as follows:

Contractor	FY 2022-23	FY 2023-24	Total Cost
Bischoff Performance Improvement Consulting contracted services	\$116,750	\$111,500	\$228,250

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 AGREEMENT NO. 230159B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of the 1st day of September, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **COLLABRIA CARE, INC**, a California nonprofit corporation whose business address is 414 S. Jefferson Street, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services for an Older Adults Needs Assessment and Strategic Action Plan; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ RYAN GREGORY , Chair of the Board of Supervisors ATTEST: NEHA HOSKINS , Clerk of the Board	Signature  Celine Regalia, Executive Director
By: _____ DATE APPROVED BY THE BOARD: _____	DEBORAH MACDONALD , Board Chair 
Processed by: _____ Deputy	
Maximum Amount of this Agreement: \$127,750	APPROVED AS TO FORM BY NAPA COUNTY COUNSEL By: <i>Rachel L. Ross (e-signature)</i> Date: September 13, 2022
Term Expires: June 30, 2024	
Automatic renewal of term is modified.	

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230159B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services Agency
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Cassandra Eslami, Deputy Director of Health and Human Services- Behavioral Health
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Celine Regalia, 414 South Jefferson Street, Napa, CA 94559
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: State of California Mental Health Services Act Prevention and Early Intervention funds.
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: MHSA Performance Agreement

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

☐ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

☐ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

☐ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that

CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement.

Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of two fiscal years (the final renewal period concludes on **June 30, 2024**), under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work (attached)

Exhibit B: Compensation and Financial Reporting (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

EXHIBIT A
SCOPE OF WORK
Collabria Care
Older Adult Needs Assessment and Fund Development Planning
to Address Gaps in Services
September 1, 2022, through June 30, 2024

Background

Napa County's older adults have been disproportionately harmed by COVID-19, experiencing more hospitalizations and deaths than any other age group in the community. Older adults have faced extremely high levels of social isolation throughout the pandemic, negatively impacting their mental health and wellness. Significant numbers of older adults face transportation and/or language access barriers, further limiting their recovery from the pandemic. Napa County has an older adult population that's larger than average, compared to the other counties in the state, and expected to continue to increase. The 65 and older population is the most rapidly growing population in Napa County, with the latest statistics indicating that 28% of Napa County residents are age 60 and above. Through its ongoing work, HAPI (Napa County Healthy Aging Population Initiative) has identified many pressing priorities for the older adult community, including having access to long-term services and support for elders and their caregivers, and workforce development to address the shortage of caregivers to meet the elder care/caregiving demand.

Project Deliverables

This project has three deliverables:

- (1) Develop a Comprehensive Needs Assessment – in conjunction with Bischoff Consulting and the Napa-Solano Area Agency on Aging (AAA), CONTRACTOR shall serve in the roles of Project Lead and Project Coordinator in assessing the needs of Napa County's older adults and to identify and document pandemic-related gaps in needed policies, programs, and services that will support older adults' recovery from the pandemic; and
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- (3) Ensure that the work set forth in deliverables (1) and (2) are completed in such a manner that the Strategic Action Plan may be adopted by the AAA as Napa County's part of the AAA Local Plan in its next update that will occur during the term of this agreement.

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Program Service Tracking and Documentation Requirements

CONTRACTOR shall develop and maintain appropriate logs of organizational partnership meetings, outreach activities, workshops, screenings, and referrals. Data collection requirements are determined by PEI regulations and the Mental Health Division and the development of data collection tools will be supported by the evaluation as indicated. CONTRACTOR **shall submit reports of activities two (2) times per year** to the MHSA Project Manager.

Reporting Period	Reporting due date
July- December	January 31 st
January- June	July 31 st

The reports shall include, but are not limited to, descriptions and progress developing Organizational Partnerships, Outreach Data, Attendance, and Participant Demographics.

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- CONTRACTOR shall request technical assistance from the COUNTY regarding elements of the contract with which they need assistance. COUNTY shall consider any such request and shall provide technical assistance to the CONTRACTOR if the COUNTY has the capacity and capability to do so. CONTRACTOR maintains responsibility for ensuring that its services and activities are in compliance with applicable regulations.
- COUNTY shall monitor CONTRACTOR'S provision of services by conducting at least one contract monitoring meeting per year.
- COUNTY shall give a 30-day notice of the site visit to the CONTRACTOR and shall specify the documentation that shall need to be available at the time of the visit.
- COUNTY shall perform the site visit utilizing a contract monitoring tool. COUNTY shall provide CONTRACTOR with the opportunity to respond (within 30 days of the site visit) to the COUNTY'S written report of the site visit prior to the report becoming final.

- If the final report identifies material variations between the CONTRACTOR'S activities and the requirements of the contract, the COUNTY may require the CONTRACTOR to prepare a written plan of action to address those variations.

CONTRACTOR is responsible to maintain reports of all significant key risks, such as safety and adherence to funding standards. CONTRACTOR is required to immediately report to COUNTY any incidents involving complaints by individuals with mental illness of CONTRACTOR service and/or accidents occurring in the course of service delivery. CONTRACTOR also is required to immediately report to COUNTY any incidents of incorrect billing for services.

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CONTRACTOR shall meet once a year with COUNTY to coordinate and review fulfillment of contract terms and addresses any potential impediments to the fulfillment of the terms of this agreement. Such review shall extend to an examination of type and quantity of services provided, interagency coordination, and any other issues pertinent to this agreement.

ASSIGNMENTS OR SUBCONTRACTORS

A consideration of this Agreement is the community reputation and special expertise, resources, and service program(s) of GRANTEE. For this reason, GRANTEE shall not assign any interest in this Agreement or subcontract any of the obligations GRANTEE is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. For purposes of this paragraph, the consent of COUNTY may be given by its County Executive Officer.

RECOGNITION OF COUNTY FUNDING

All press releases, media advisories, print and other press material, and social media referencing programs funded by MHSA must include the following tagline at the bottom of the release/advisory:

The Program funding was provided by Napa County Health and Human Services through Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Funds. It is one of several MHSA programs implemented by the Napa County Mental Health Division, which strives to improve mental health outcomes for individuals and families throughout the community.

CONFLICT RESOLUTION AND MEDIATION

In the event COUNTY or CONTRACTOR encounter problems that significantly threaten to impede the fulfillment of the terms of this agreement, an ad hoc meeting may be called by either the Mental Health Director or designee, or CONTRACTOR executive management, wherein problem resolution is attempted, if need be, with a third party agreeable to both. Prior to termination of CONTRACT, each party agrees to attempt such conflict resolution at least one time prior to termination of contract.

MHSA ISSUES RESOLUTION PROCESS

If the CONTRACTOR is dissatisfied with any MHSA activity or process, the CONTRACTOR may submit a grievance by completing a MHSA Issue Resolution Form. The grievances may be submitted in writing, fax or e-mail and can be found on the COUNTY website:

[MHSA-Issue-Resolution-Form-1-27-2021 \(countyofnapa.org\)](https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-1-27-2021)

<https://www.countyofnapa.org/DocumentCenter/View/20453/MHSA-Issue-Resolution-Form-1-27-2021>

EXHIBIT B
COMPENSATION AND FINANCIAL REPORTING
Collabria Care
Older Adult Needs Assessment and Strategic Action Plan
September 1, 2022, through June 30, 2024

I. COMPENSATION

CONTRACTOR shall be reimbursed for work towards the completion of the deliverables as described in Exhibit A. CONTRACTOR's specific work is broken down, in detail, by hours for each task, an hourly rate, and maximum compensation for each task as set forth in CONTRACTOR's Proposal dated August 8, 2022, entitled "Two-Part Proposal for ARPA Funding: Bischoff Consulting & Collabria Care."

CONTRACTOR shall submit invoices to the MHSA Coordinator as hours expended under each task are completed. Actual annual compensation shall be based on CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each Fiscal Year.

II. Fiscal Reporting

As specified under General Terms & Conditions, all payments for compensation shall be made only upon presentation by CONTRACTOR to COUNTY using the COUNTY's MHSA Invoice Template or using an invoice form approved by the COUNTY. CONTRACTOR shall submit invoices not more than monthly to the COUNTY's MHSA Coordinator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than 15 calendar days following receipt. CONTRACTOR shall submit an Annual Cost Report due by August 31st following the end of the fiscal year. If the annual reconciliation provided by the CONTRACTOR shows that the actual expenditures for the services provided under the contract are less than the contract amount received by the CONTRACTOR, then the CONTRACTOR must refund all unspent funds to the COUNTY. The Program Budget detail is as follows:

Contractor	FY 2022-23	FY 2023-24	Total Cost
Collabria Care contracted services	\$94,250	\$33,500	\$127,750

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, 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. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 Compensation.

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17

(Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 Method of Payment.

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement 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.

2.5 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. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors 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.

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

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

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

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

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

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(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 Health and Human Services Agency 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 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

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

10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers 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) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who

will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) 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.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; 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.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and 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.

(b) Upon expiration or termination of this Agreement, 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. 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.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, 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.

(d) 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 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 was 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.

2.12 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.

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, 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 notice sent by mail in the manner prescribed by this subparagraph 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. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 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. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. 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.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. 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.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by 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 or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

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

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

(A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;

(B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;

(C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or

(D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other 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) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) 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.

(e) HHS Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHS Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHS Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 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 Department Director.

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

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the 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.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 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.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** 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 (over 40), 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) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and

payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) 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 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to 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.

2.21 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, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 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. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 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. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate 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 COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party’s job openings where such publication or distribution is directed to the general public.

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

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

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

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and 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.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: “Made possible by funding provided by the County of Napa.”

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at: www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be

assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services-- Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the

HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1799

TO: Board of Supervisors
FROM: Becky Craig, Acting County Executive Officer
REPORT BY: Jasmine Elo, Management Analyst
SUBJECT: Remote Teleconference Meetings for Board of Supervisors and County Boards and Commissions

RECOMMENDATION

Acting County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19.

EXECUTIVE SUMMARY

Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines. County boards and commissions (including committees) have been conducting meetings via teleconference, at first pursuant to executive orders issued by the Governor and currently pursuant to AB 361, to help reduce the spread of COVID-19. This action makes the necessary findings under AB 361 for the Board of Supervisors to meet remotely via teleconference, and for County boards and commissions to continue to meet remotely, in lieu of each board and commission making these determinations separately.

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

Due to health and safety risks of the COVID-19 pandemic, meetings of County boards and commissions (including committees) were held via teleconference pursuant to executive orders issued by the Governor. Those executive orders expired, having been replaced by AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet remotely during a state of emergency declared by the Governor, if the emergency impacts the ability of members to meet safely in person, or state or local officials have proposed or recommended measures to promote social distancing. The Governor recently extended the state of emergency due to the COVID-19 pandemic until March 31, 2022.

AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3). There are a number of County boards and commissions which meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361. Substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days. However, in an abundance of caution, for boards and commissions whose members are appointed by the Board of Supervisors, the County may exercise its authority under Chapter 2.68 of the Napa County Code to make the necessary findings under AB 361 every 30 days, allowing the boards and commissions to continue to meet remotely without scheduling special meetings.

The Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines.

County staff continues to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, and state and local health orders related to social distancing. Today's resolution confirms that the Board has considered the circumstances of the state of emergency due to COVID-19 and finds that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference due to the threat of COVID-19 unless the Board of Supervisors, board or commission determines otherwise.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, MAKING FINDINGS IN ACCORDANCE
WITH AB 361 AND GOVERNMENT CODE SECTION 54953, FOR THE
BOARD OF SUPERVISORS AND COUNTY BOARDS AND
COMMISSIONS TO HOLD REMOTE TELECONFERENCE MEETINGS**

WHEREAS, all meetings of the Board of Supervisors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the County’s legislative body conduct its business; and

WHEREAS, the Board of Supervisors established various advisory boards and commissions pursuant to Section 2.68.010 of the Napa County Code; and

WHEREAS, County advisory boards and commissions generally follow the Ralph M. Brown Act pursuant to Napa County Policy Manual, Part I: Section 8, so that any member of the public may attend, participate, and watch boards and commissions conduct their business; and

WHEREAS, Governor Newsom signed Assembly Bill (“AB”) 361, amending the Brown Act, including Government Code section 54953(e), that authorizes remote teleconferencing for meetings of members of a legislative body without compliance with the traditional teleconferencing requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, California Department of Public Health and the Federal Center for Disease Control and Prevention caution that the Delta variant of COVID-19 may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

WHEREAS, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended measures to promote social distancing, including that all boards and commissions may continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19; and

WHEREAS, on November 26, 2021, the World Health Organization classified the new Omicron variant of COVID-19 as a variant of concern, and this variant has been detected in most states, including California, and is rapidly increasing the proportion of COVID-19 cases it is causing (<https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>); and

WHEREAS, the Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings, and the ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines; and

WHEREAS, the Board of Supervisors is committed to preserving and nurturing public access and participation at its meetings, and at meetings of boards and commissions, and to protecting the health, welfare, and safety of the participants; and

WHEREAS, County advisory boards and commissions often consist of significantly more members than the Board of Supervisors, and may hold public meetings in rooms significantly smaller than the Board chambers, putting attendees at such meetings at higher risk of contracting COVID-19; and

WHEREAS, AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3); and

WHEREAS, many County advisory boards and commissions meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361; and

WHEREAS, the Board of Supervisors desires to take action on behalf of its boards and commissions in an abundance of caution, recognizing that substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days; and

WHEREAS, the Board of Supervisors does hereby find that it has considered the circumstances of the state of emergency due to COVID-19 and that state or local officials continue to recommend measures to promote social distancing and, therefore, intends that its meetings, and meetings of County boards and commissions subject to the Ralph M. Brown Act, be held via teleconference and to invoke the provisions of AB 361 related to teleconferencing as provided in Government Code section 54953(e); and

WHEREAS, the Board of Supervisors intends this resolution to authorize, but not require, County advisory boards and commissions to continue to meet via teleconference, in lieu

of each board and commission revisiting the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary;

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

1. Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Board of Supervisors finds that in consideration of the recitals set forth above, the continued state of emergency, and recommended measures by state or local officials to promote social distancing, that meeting in person would present imminent risks to the health or safety of attendees and that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference unless the Board of Supervisors, board or commission determines otherwise.
3. County staff, boards and commissions are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings by teleconference in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act.
4. County staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board of Supervisors for consideration, no later than every 30 days, the related information and recommendations for meetings by teleconference so long as the state of emergency continues to directly impact the ability of Supervisors and members of boards and commissions to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing, pursuant to Government Code section 54953(e)(3).

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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
of Supervisors on the 27th day of September, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____
ABSTAIN: SUPERVISORS _____
ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Interim County Counsel Date: <u>September 15, 2022</u> PL Doc. No. 79498	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1820

TO: Board of Supervisors
FROM: Jason Martin, Deputy Fire Chief
REPORT BY: Stacie McCambridge, Staff Services Manager
SUBJECT: Sole Source Award for Apparatus Purchase at Yountville and St. Helena Stations

RECOMMENDATION

County Deputy Fire Chief requests the following actions regarding purchasing fire apparatus in the Yountville and St. Helena station subdivisions:

1. Approval of a Budget Transfer increasing appropriations by \$1,683,330 in Fire Protection Operations (2100000 - 57900) offset by use of available fund balance, to transfer to Fire - Yountville (2100012 - 49900) \$841,665 and Fire - St. Helena (2100021 - 49900) \$841,665.
2. Establishing capital assets as follows (4/5 Vote Required):
 - a. Yountville subdivision for the replacement of current Type I engine;
 - b. St. Helena subdivision for the replacement of current Type I engine;
3. Request a waiver of competitive bidding requirements and sole source award for Golden State Fire Apparatus.

EXECUTIVE SUMMARY

The request will authorize increasing appropriations in the Yountville and Saint Helena subdivisions with an offsetting reduction in the Fire available fund balance and establishing capital assets in the amount of \$1,683,330 to purchase two Type I engines to replace the current aging apparatus at the Yountville and St. Helena stations. Approval will also grant a waiver of competitive bidding requirements and sole source award to Golden State Fire Apparatus.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Funds are available in the Fire Protection Budget Unit (2100) available fund balance. The request will increase appropriations in the Yountville and St. Helena Subdivisions with an offsetting reduction in the Fire available fund balance and establishing capital assets in the amount of \$1,683,330 to purchase two replacement apparatus.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The current engines owned and operated by the Fire Department are manufactured by Pierce and the department would like to purchase the replacement engine from Pierce. Service records indicate that the Pierce engines have fewer maintenance problems and, consequently, fewer out-of-service hours and maintenance costs. Standardizing equipment enables the department to standardize training to increase efficiencies during emergency operations and standardize the maintenance software and the equipment that is required.
Is the general fund affected?	No
Future fiscal impact:	The cost of maintaining the apparatus would be supported by the Fire Protection Fund (2100).
Consequences if not approved:	The needed engine replacement would go through the standard bidding process and not be standardized.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Staff requests approving a Budget Transfer to enable purchasing two Type I fire engines replacing the current aging fire engines. Fully replacing Engines 12 and 26 will cost approximately \$1,683,330. The current equipment was purchased in 2018 (Engine 12) and 2015 (Engine 26). Both engines are still useable and will be moved to replace fleet that is aging more rapidly.

The current engine 12 will be moved and replace engine 15 (2001 Pierce engine). This will help to reduce the down time that engine 15 is currently experiencing with repairs and extend the life of Engine 12. The current engine 26 will become a reserve engine and it will replace the current reserve engine 1 (2000 Pierce engine). This will help to ensure that the Fire Department has a mechanically sound engine for front line service. Once

the move is made, there will be a request to the Board of Supervisors to surplus the 2000 and 2001 engines.

The Napa County Fire Department has approximately 66 fire apparatus and utility vehicles, maintained primarily by three full-time mechanics. The fire engines are all manufactured by Pierce Manufacturing. The Fire Department would like to purchase the new apparatus from Golden State Fire Apparatus/Pierce Manufacturing without securing competitive bids. If this item is delayed, both engines will increase in price by 6.5%. Standardizing fire engines saves time and money by minimizing the number of systems the mechanics must learn and the amount of fleet maintenance equipment and software that is required. Standardizing fire apparatus also reduces training requirements to maintain proficiency and safe operation during emergency incidents.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1751

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 230147B with Credible Behavioral Health dba Qualifacts Systems, LLC.

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230147B with Credible Behavioral Health, Inc., dba Qualifacts Systems, LLC., for a maximum of \$1,510,891, for the period of October 1, 2022 through September 30, 2027, for the procurement and implementation of a comprehensive Electronic Health Record System for documentation and billing of Behavioral Health services.

EXECUTIVE SUMMARY

Approval of today's action will allow for the implementation of the Credible Electronic Health Record and will ensure that Behavioral Health Services are documented and billed in accordance with Federal and State regulations, satisfy the upcoming requirements from the 21st Century Cures Act and regulatory changes required by the California Advancing and Innovating Medi-Cal (CalAIM) multi-year initiative.

Credible Behavioral Health dba Qualifacts Systems, LLC. is not a local provider.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Mental Health Division - Mental Health Services Act
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	This agreement is discretionary as there is no State mandate that would require this agreement to be approved; however, failure to do so would prevent Napa County from procurement and implementation of the Credible Electronic Health Record that ensures that Behavioral Health Services are documented and billed in accordance with Federal and State regulations. There was a rigorous Request for Proposal (RFP) selection process to acquire an Electronic Health Record that would meet program needs, the upcoming documentation changes for CalAIM and interoperability requirements of the 21st Century Cures Act.
Is the general fund affected?	No
Future fiscal impact:	This Agreement contains a provision for automatic annual renewal. Appropriations are included in the budget cycle for Fiscal Year 2022-2023. Future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, the County would be unable to bill for services in accordance with Federal and State regulations.
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 Behavioral Health Divisions of Napa County Health and Human Services Agency (HHSA) are required by Federal and State Regulation to utilize a specialized Electronic Health Record (EHR) that is California compliant in order to capture, bill, and maintain treatment records. For the past 14 years, HHSA has met this obligation with the Anasazi software system. The company that owns the Anasazi software, Cerner, is phasing out the system and will no longer provide updates or maintain the product.

In preparation for the phase out of the current EHR, multiple county stakeholders including Privacy/Compliance, Information Technology Services, and the HHSA Divisions of Mental Health, Alcohol & Drug Services, Fiscal, and Operations, were consulted to formulate a Request For Proposal (RFP) for a new EHR that will meet HHSA's needs and fulfill requirements under two separate regulatory programs: (1) the 21st Century Cures Act, which requires the healthcare industry to adopt standardize application programming interfaces (APIs) in order to allow individuals to securely and easily access their health information, advance interoperability and support the access, exchange and use of electronic health information per Federal regulation; and (2) the California Advancing and Innovating Medi-Cal (CalAIM), which is a multi-year plan to transform the Medi-Cal delivery system by reducing complexity and increasing flexibility; addressing social determinants of health; improving quality outcomes and drive value based initiatives; and create modernization of systems and payment reform.

Through the RFP process Credible Behavioral Health, Inc., dba. Qualifacts System, LLC., was chosen as HHSA's new EHR for the Behavioral Health Divisions. Following the successful implementation of the EHR, Napa County will acquire increased efficiencies in data reporting and analysis, including access to local, system-specific population health service analytics within the Behavioral Health Division; specialized reporting for compliance and audit-related findings; system protections to prevent critical compliance error; utilization and productivity dashboards to optimize use of staffing resource; enhanced medication monitoring and tracking; and will achieve full compliance with the 21st Century Cures Act as well as meeting requirements set forth by the Department of Health Care Services under CalAIM. This will provide opportunities for improved service coordination between the newly integrated Mental Health and Alcohol & Drug Divisions, as well as, tracking of Key Performance Indicators (KPIs) and data export capabilities for future cross-system analytics in HHSA.

The 5 year agreement has an initial one-time purchase price of \$243,000. The annual maintenance costs are as follows:

Year 1: \$165,453 (6 months of costs after system setup)

Year 2: \$269,102

Year 3: \$273,340

Year 4: \$277,728

Year 5: \$282,268

**NAPA COUNTY AGREEMENT NO. 230147B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and, **CREDIBLE BEHAVIORAL HEALTH, INC. dba QUALIFACTS SYSTEMS, LLC.**, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

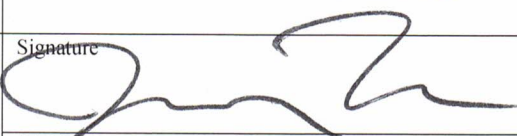
RECITALS

WHEREAS, COUNTY wishes to obtain specialized services for the procurement and implementation of a comprehensive Electronic Health Record System for documentation and billing of Behavioral Health services; and CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as "Sections" or "Paragraphs" interchangeably.

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

NAPA COUNTY , a political subdivision of the State of California	CONTRACTOR
By _____ RYAN GREGORY, Chair of the Board of Supervisors	Signature 
ATTEST: NEHA HOSKINS, Clerk of the Board	JEREMY LANDA, Chief Financial Officer
By: _____	JEREMY LANDA, CFO
DATE APPROVED BY THE BOARD: _____	Signature
Processed by: _____ Deputy	Printed Name of Person Signing, and Title, if applicable

Maximum Amount of this Agreement: \$1,510,891.00
Term Expires: September 30, 2027
Automatic renewal of term is modified.

APPROVED AS TO FORM BY NAPA COUNTY COUNSEL
By: <u>John L. Myers (e-sign)</u> 9/7/22 PL No. 79083

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO. 230147B

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Casey Rockwood, Deputy Director of HHSA - Admin Services
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Jeremy Landa, Chief Financial Officer, 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: Health & Human Services Mental Health - Mental Health Services Act
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may, amended from time to time: Department of Health Care Services Mental Health and SUDS Agreements

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

- ☐ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).
- ☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).
- ☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).
- ☐ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).
- ☐ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).
- ☒ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).
- ☒ (g) Services involving the receipt, use or disclosure of protected health information:
A
determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.
- ☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.
- ☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.
- ☒ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

[] (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of **five** additional fiscal years (the final renewal period concludes on **September 30, 2027**), under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to

such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

3.5 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Service Order Form/Scope of Work (attached)

Exhibit B: Compensation and Expense Reimbursement (attached)

Exhibit C: "Section 2, General Terms and Conditions, Version 12" (attached)

Exhibit D: Napa County Travel Policy (attached)

Exhibit E: Business Associate Agreement (attached)

Exhibit F: Software License and Master Services Agreement (MSA) (attached)

EXHIBIT A
SERVICE ORDER FORM/SCOPE OF WORK

This Service Order Form is made as of the Effective Date set forth above between Credible Behavioral Health, Inc. (“Vendor”), a Delaware corporation having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Order Form is made pursuant to, and is governed by, the terms of the Software License and Master Services Agreement between Vendor and Customer (the “Master Agreement”). Defined terms used but not defined in this Service Order Form are as defined in the Master Agreement.

1. **Software and Services** – Under this Service Order Form, Vendor shall provide the following products and services in order to develop a Master Configuration for Customer, and Customer shall pay the following fees to Vendor for such products and services on the payment dates set forth below.
 - (a) Monthly Recurring Charges for Vendor’s Core Software. Monthly charges for the Software set forth in Item No. 1 below will begin on the Billing Commencement Date defined as the earlier of the actual completion of Customer training or the scheduled date for completion of Customer training that is set forth in the Project Plan (as adjusted for any delays not caused by Customer). The first month’s core Software fees will be pro-rated based on the date of the month on which the earlier of the preceding event occurs.
 - (b) Monthly Recurring Charges for Add-On Products. Upon the Go-Live Date all Add On Products will be charged for full month. Upon commencement of a Renewal Term, the Sales Price for all Add-On Products shall be automatically adjusted to Vendor’s then-current prices for such Add-On Products. Notwithstanding anything to the contrary in the Master Agreement and this Service Order Form, the provision of Add-On Products is at all times subject to Vendors’ contractual relationships with the corresponding company.
 - (c) Product Innovation, Implementation Services and Other Non-Recurring Charges. Payment terms and charges for Product Innovation, Implementation Services and Other Non-Recurring Charges are as set forth below.
 - (d) Maximum Fees. The maximum total fees to be paid by Customer to Vendor for products and services during the Initial Term of the Master Agreement and any automatic Renewal Term(s) shall be as set forth in the Master Agreement and this Service Order Form; provided, however, that the maximum total fees to be paid by Customer for the Initial Term and any Renewal Term(s) may increase as mutually agreed upon by Vendor and Customer in any (i) Service Change Form(s) and/or (ii) Statement(s) of Work. The estimated total fees for the Initial Term are set forth in Exhibit A.

MONTHLY RECURRING CHARGES FOR CORE SOFTWARE AND ADD-ON PRODUCTS

#	Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
1.	Credible Core Software - Named	October 1, 2022	September 30, 2027	Per Named User*	230	\$43.00	\$9,890.00
Add-On Products:							
2.	Business Intelligence (BI) Advanced Reporting	October 1, 2022	September 30, 2027	Per Block Of 5 Users	2	\$750.00	\$1,500.00
3.	Connect Module Support	October 1, 2022	September 30, 2027	Per Connection	1	\$299.00	\$299.00
4.	Credible - EPCS	October 1, 2022	September 30, 2027	Per Prescriber	12	\$40.00	\$480.00
5.	Credible - eRx	October 1, 2022	September 30, 2027	Per Prescriber	12	\$69.00	\$828.00
6.	Credible - PDMP	October 1, 2022	September 30, 2027	Per Customer	1	\$0.00	\$0.00
7.	DSM-5 Classifications	October 1, 2022	September 30, 2027	Per User	133	\$1.25	\$166.25
8.	eLabs	October 1, 2022	September 30, 2027	Per Named User	12	\$30.00	\$360.00
9.	Enhanced Client Engagement	October 1, 2022	September 30, 2027	Per Message	1,000	\$0.17	\$170.00
10.	Inpatient Residential Module	October 1, 2022	September 30, 2027	Per (Block) Beds (Block 1-50)	1	\$700.00	\$700.00
11.	Managed Care	October 1, 2022	September 30, 2027	Per Covered Lives in Napa County	1	\$6,000.00	\$6,000.00

12.	Mobile	October 1, 2022	September 30, 2027	Per Customer	1	\$800.00	\$800.00
13.	Real Time Eligibility	October 1, 2022	September 30, 2027	Per Transaction	1000	\$0.12	\$120.00
14.	State Reporting - California	October 1, 2022	September 30, 2027	California State Reporting Supported Functionality	1	\$300.00	\$300.00
15.	Storage	October 1, 2022	September 30, 2027	Per 50 GB's of Storage	4	\$100.00	\$400.00
Total Monthly Charges:							\$22,013.25

ADDITIONAL MONTHLY RECURRING CHARGES – PRODUCT INNOVATION

Programs	Detail	Start Date of Product Innovation Increases	Increase Amount
Product Innovation Allocation – Vendor's Core Software Users	Item 5(f) of the Software License and Master Services Agreement	At month 18 from the Term Start Date and each year annually thereafter	3.50 % of Vendor's Core Software Users Monthly Per User fees set forth in Item No. 1, above.

Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Users/Prescribers for that month, provided, however that Vendor's Core Software actual users that exceed contracted user counts in a given month will be invoiced at 105% of current sales price.

IMPLEMENTATION SERVICES

Detail	Option	Total Implementation Fee*	Terms	Description
16.	Implementation Services Fees	\$63,250.00	Due Upon Effective Date	Go Live Date To Be Established In Project Plan

OTHER NON-RECURRING CHARGES

Detail	Service	Invoice Date	Quantity	Sales Price	Fee
17.	Business Intelligence (BI) Advanced Reporting - Setup Fee	Upon Effective Date	1.00	\$20,000.00	\$20,000.00
18.	Credible - EPCS - Setup Fee	Upon Effective Date	1.00	\$1,000.00	\$1,000.00
19.	Credible - eRx - Setup Fee	Upon Effective Date	1.00	\$2,500.00	\$2,500.00
20.	Credible - PDMP - Setup Fee	Upon Effective Date	1.00	\$1,750.00	\$1,750.00
21.	eLabs - Setup Fee	Upon Effective Date	1.00	\$2,500.00	\$2,500.00
22.	Enhanced Client Engagement - Setup Fee	Upon Effective Date	1.00	\$2,500.00	\$2,500.00
23.	Inpatient/Residential Module - Setup Fee	Upon Effective Date	1.00	\$20,000.00	\$20,000.00
24.	Managed Care - Setup Fee	Upon Effective Date	1.00	\$100,000.00	\$100,000.00
25.	Mobile - Setup Fee	Upon Effective Date	1.00	\$5,000.00	\$5,000.00
26.	Real Time Eligibility - Setup Fee	Upon Effective Date	1.00	\$500.00	\$500.00
27.	State Reporting - Setup Fee	Upon Effective Date	1.00	\$15,000.00	\$15,000.00
	Subtotal Non-Recurring Charges	Upon Effective Date			\$170,750.00
	Subtotal Implementation Services	See Terms Above			\$63,250.00
	Grand Total Implementation Services and Non-Recurring Charges	See Relevant Option Above			\$234,000.00
28.	Travel Expenses	As Incurred (travel expenses not included in implementation fee listed above)			Actual but not to exceed \$20,000.00

PRODUCT DESCRIPTIONS

1. **Credible Core Software Named** – Core Software is the web-based Behavioral Health enterprise management application, hosted and maintained by Vendor for the Customer. Customer is responsible for managing Active and Inactive Named Users on a monthly basis. Part-Time Users must be declared as such by Customer in the employee profile for that Named User. “Part-Time User” means a Named User who works less than 15 hours per week and only accesses the Software a few times during a shift. Should Customer purchase

any module and/or feature requiring unique Named User counts (e.g. eLabs, Credible ePA, Credible eRx, Wiley Treatment Planners, etc.), Customer assumes all responsibility for managing its Named User counts. Five test Named Users are excluded from Customer Named User counts. Test Named Users must provide their full names. Customer is responsible to leverage the employee tracking capability in the data dictionary to properly document full-time, part-time, read-only, and test Named Users. In addition, Customer recognizes Vendor's need to create test Named Users in Customer's domain. Customer will not be billed for Test Named Users created by Vendor. Named User fees are billed based on the number of peak Named Users with active login credentials during the applicable month. Part-Time Users are treated as 50% Named Users for billing purposes. For purposes of this Service Order Form, Vendor's normal business hours are 8:30 AM – 8:00 PM Eastern time. "Customer Training" means Train the Trainer and will be further documented in the Project Plan.

Also included is the **Advanced Security Module** – Vendor is committed to leveraging modern tools and techniques to keep Agency's data protected. In addition to utilizing high end secure data centers and best of breed equipment, Vendor has ongoing efforts and initiatives to include leading edge security technologies in our core offering.

1. User Verification - This security measure restricts Vendor access to verified users. Verification uses the employee's email address and mobile phone number to send a verification link and code. When entering the verification code, the user can opt to 'remember browser'; this will store the verification locally in a cookie. This verification cookie is browser- and device-specific.
 2. IP Whitelisting – This security measure enables Agency to have IP addresses and ranges added to a whitelist of approved addresses. After this, users will only be able to access Vendor if they are logging in from one of the listed addresses. For example, if a Partner's policy is that users should only log in from the Partner's network, the whitelist would contain the Partner's IP address(es). On a user-by-user basis, Agency can allow for specific users to be opted-out of the whitelisting, allowing them to access Vendor from any network.
2. **Business Intelligence (BI) Advanced Reporting** - BI provides Customer with a fully configurable reporting tool with the ability to create custom reports, dashboards, and graphical reporting functionality. With BI, the entire Customer can be viewed at a glance and all Customer data may be compiled from various sources into customized dashboards. In addition, Customer will have the flexibility to format Customer information. Conditional forms and formatting make it easy to draw attention to what is important. Customer will have the capability to analyze data at rapid speed. Vendor's instinctive reporting capability allows for in-depth analysis with no barriers.
- Prior to activation of the BI module, Vendor requires a minimum of one (1) Customer staff to be trained through the Admin level on BI. There are trainings held at a minimum quarterly, attended by multiple Customers, and occur virtually.
 - BI Training fees for one individual is included in the BI Module one-time fee.

- BI is purchased as a block of 5 users. Usage will be monitored on a monthly basis. If Customer exceeds purchased block of users then Customer will be required to purchase another block of users with a Service Change Form Amendment.
- Invoicing for BI will begin upon completion of Customer's (1) staff members training. For avoidance of doubt, invoicing will begin the earlier of completion of one (1) member training or from the Term Start Date of the Service Change Form or the 30 days from the initial system Go-Live date.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 30 days following the Term Start Date in this order form for this product or (iii) 30 days after the initial Go-Live Date for the Software.

3. **Connect Module** - Connect Module provides the EDI/HIE interface for data sharing:

- Provides secure, time specific, data specific information transfer utilizing industry standards and automated technical protocols.
- Sending of HL7 v.2.5 ADT (registration and update events) and XML CCD⁰/C-CDA messages containing standard Credible data fields.
- Secure transmission via VPN outbound and SFTP inbound.
- Filtering of messages based on client Release of Information/Consent, as well as Program Type or Visit Type. Meaningful Use Stage 3 compliant CCDs. Invoicing for each Connect connection will begin at GoLive of connection.

4. **Credible - EPCS** – DEA certified EPCS provides for all of the functionality and capabilities of Credible's eRx Module, as well as real-time prescribing of controlled dangerous substances. Additional fees apply for state-specific functionality.

Due to regulatory requirements, EPCS Module requires two-factor authentication for Prescribers in order to electronically prescribe controlled and dangerous substances.

- The first level of authentication is completed through an on-line Identity verification process. This requires a hard token for ID Proofing. With the purchase of EPCS, a hard token that has a unique identifier is provided. An additional fee applies for additional replacement hard tokens. This hard token can be registered to an individual Prescriber at the end of a successful Identity verification process. The Prescriber does not have to wait until the Agency is in receipt of the hard token to proceed with prescribing.
- Prescribers can complete the second level of authentication through the use of a soft token made available via smartphone app (iOS and Android) or a hard token.
- Replacement of hard tokens used for dual factor authentication is charged additional at the rate of \$40.00 and will appear on monthly invoiced as required.

Customer adds Prescribers through a support ticket and is also required to submit a ticket for the removal of a Prescriber. Failure to submit a ticket for removal of Prescriber will result in continued monthly charges of Prescriber. A Prescriber is not pro-rated and can take up to

two invoicing cycles for usage to be removed. In addition to the support ticket for removal, Customer is also required to deactivate the Prescriber in Credible.

Customer is also required to clean up the Prescriber medications within the module. There is a \$500 fee assessed if Customer requires the assistance of Vendor.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 60 days following the Term Start Date in this order form for this product or (iii) 60 days after the initial Go-Live Date for the Software.

5. **Credible - eRx** – Credible eRx provides electronic prescription capability. Fully integrated into Vendor's software, Credible eRx allows Agency's licensed Prescribers to electronically document all prescriptions while providing paper or electronic scripts. Credible eRx is Surescripts[®] certified; and provides for:

- Fully integrated drug database,
- Reduced medication errors utilizing Tallman Lettering,
- Monographs, Contraindications, Drug/Drug interactions, Drug/Allergy interactions,
- Generic equivalents, recommended dosage, and Prescriber favorites,
- Electronic submission to pharmacies, and
- Prescription Eligibility. In addition to the above, Enhanced Credible eRx Services include:
 - X12N 005010X92A1 Eligibility transactions (270/271),
 - Prescription History (RXHREQ/RXHRES), and
 - NCPDP Formulary and Benefit Load version 1.0.

Identity Proofing: In accordance with Surescripts requirements, Vendor implements additional policy and software controls on the e-prescribing process. This process is called Identity Proofing – This process is critical to verify that all Prescribers are who they claim to be and are authorized by law to access and use the type of information for which access is granted (e.g., for e-prescribing). Identity Proofing is completed in accordance to the National Institute of Standards and Technology (NIST) Level of Assurance (LOA) 3 outlined in the NIST 800-63 (v2) standard.

Clinic Locations: Clinic locations within Credible's eRx control both the assignment of Prescribers to locations from which prescriptions may be transmitted, and (if applicable) the association of "X" DEA numbers for clinics where the Prescriber may perform Medication Assisted Treatment. For each clinic location assigned to a Prescriber, that Prescriber can be given rights to create "New" prescriptions, accept "Refill" requests from pharmacies, send "Cancel" messages to pharmacies upon discontinuance, etc. Each clinic location assigned to a Prescriber will be automatically registered with Surescripts, and a unique Surescripts Provider Identifier (SPI) number will be provided for each assignment. The address and phone number of the location selected on the Rx Finalize page will be printed on the prescription, as well as sent to the pharmacy electronically.

Disclaimer

- Information presented through Credible eRx with regard to formularies, eligibility, and medication history is data provided and transmitted by various Pharmacy Benefit Management (PBM) entities. Vendor cannot assure the accuracy of this data.
- Agency is responsible for obtaining Release of Information for each client prior to activating the “PBM Medication History” functionality.
- Agency is responsible for deactivating Credible eRx user rights.

Customer adds Prescribers through a support ticket and is also required to submit a ticket for the removal of a Prescriber. Failure to submit a ticket for removal of Prescriber will result in continued monthly charges of Prescriber. A Prescriber is not pro-rated and can take up to two invoicing cycles for usage to be removed. In addition to the support ticket for removal, Customer is also required to deactivate the Prescriber in Credible.

Customer is also required to clean up the Prescriber medications within the module. There is a \$500 fee assessed if Customer requires the assistance of Vendor.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 60 days following the Term Start Date in this order form for this product or (iii) 60 days after the initial Go-Live Date for the Software.

6. **Credible - PDMP** - Prescription drug monitoring program (leverages Bamboo, formally Appriss) to allow prescribers to be able to see controlled use substances a patient is taking. Customer will have direct relationship with Third Party vendor.

7. **DSM-5 Classifications** – The DSM-5 is a classification of mental disorders developed by the American Psychological Association (“APA”) and used by psychiatrists, psychologists, and clinicians to identify symptoms and related diagnostic criteria, as well as match the identified related disorder to an ICD code.

DSM-5 descriptions are supported by both ICD-9 and ICD-10 codes. The DSM-5 utilizes Codes and Disorder Names only.

A DSM-5 “User” is defined as any active employee with the ability to add a diagnosis, update a diagnosis, or add a diagnosis form.

Vendor strongly recommends that Agency review and update their current user settings accordingly to avoid paying for unnecessary users.

If Agency’s payers require DSM-5 classifications, an additional DSM-5 licensing agreement shall be executed by Agency prior to activation.

8. **eLabs** - With eLabs, Agency personnel may electronically order lab tests, print lab test orders, and electronically receive the results. In December 2018, Vendor updated the eLabs Module to include the following additional functionality:
 - Facilitates the rapid, secure, web-based exchange of lab test results;

- Uses Logical Observation Identifiers Names and Codes (LOINC) as provided and one-to-one mapping without the need for maintaining exact lab test names;
- Provides the ability to bundle tests together in frequently ordered groups;
- Enables a physician to schedule recurring labs;
- Allows providers the ability to display their most frequent lab orders;
- Integrates Lab Orders with Physician's Orders;
- Reduces communication errors;
- Provides error validation for improved processing;
- Provides the ability to send and receive lab orders via Fax or Direct Messaging;
- Provides the ability to add eLabs orders to Standing Order Sets;
- Enables the receipt of electronic Lab Results from Change Healthcare, including embedded PDF Lab results;
- Allows for the import of HL7⁰ Lab Results;
- Provides the ability to print labels and send requests to in-house labs;
- Provides multiple reports for ease of management and oversight;
- Provides physicians/clinicians with 24/7 access; and
- Provides the ability to save Lab Order sets and create recurring labs for ongoing ease of use. Additionally, Vendor is providing Agency with the option to purchase eLabs for manual entry. Agency will be responsible for all costs associated with manual eLabs.

Disclaimer

- eLabs is limited to labs that are willing to participate.
- Delays by Agency or Agency's lab may result in the delay of implementation of this module and are out of Vendor's control.
- Agency is responsible for deactivating eLabs user rights.
- Vendor also allows for the manual upload of labs into the eLabs module. Invoicing will begin for eLabs upon GoLive of the product. If for any reason through no fault of Customer, Change Healthcare elabs is not available to work with Customer or Customer's lab, eLabs will be removed from the applicable Service Order Form or Service Change Form and an email will be sent to Customer as confirmation of eLab removal.

Customer adds user/provider through a support ticket and is also required to submit a ticket for the removal of a user/provider. Failure to submit a ticket for removal of user/provider will result in continued monthly charges of user/provider. A user/provider is not pro-rated and can take up to two invoicing cycles for usage to be removed.

9. **Enhanced Client Engagement** - Enhanced Client Engagement module allows Customer to securely communicate via messaging with clients. Agency will receive the following benefits:

- Reduced no-shows and/or last-minute cancellations
- Client phone validation - validating a client's phone number prior to messaging

- Automated appointment reminders delivered via phone, text (SMS) and/or email
- Automated custom No-Show messaging
- On-Demand custom messaging allowing Agency to send a single broadcast to a group of clients on a daily schedule
- On-Demand inclement weather/appointment cancellations
- Multi-lingual support - Provide delivery of messages in multiple languages. Languages supported and available in the initial setup per request: English, Spanish, Arabic, Chinese (Cantonese & Mandarin), Farsi, French, Greek, Hmong ** Male Voice Talent Only, Italian, Korean, Polish, Portuguese, Russian, Tagalog, Vietnamese. Any additional languages needed for purchase will require an additional fee and Statement of Work. Upon activation of the ECE module the legacy Texting Services will be disabled.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 30 days following the Term Start Date in this order form for this product or (iii) 30 days after the initial Go-Live Date for the Software.

10. **Inpatient Residential Module** - Vendor provides a real-time fully-integrated and configurable interface specific to Inpatient/Residential Clinical, Billing, and Management needs.

Utilizing the Inpatient/Residential Module, Customers benefit from:

- Simplified bed management with facility floor view and drag and drop capability;
- Census reporting;
- Role-based, actionable census;
- Critical notifications;
- Shift management;
- Task log;
- Duty log to track client to-do items;
- Incorporation of client warnings, allergies, eMAR, and Physician's Orders;
- Ability to access and update vital client information from one location;
- Enhanced Orders and Standing Orders;
- Safety checks;
- Utilization, capacity, and other necessary clinical, billing, and management tools. Inpatient Residential Module is purchased per block of beds. Usage will be monitored on a monthly basis. Upon three consecutive months of usage being over the purchased block, Customer will be required to do a Service Change Form and contract for the next block of beds.

Invoicing begins upon GoLive of product.

11. **Managed Care** - The Managed Care application is a suite of modules designed to meet the needs of managed care organizations operating in range of business and financial structures and delegated responsibilities. The product integrates modules and features into a single seamless user interface which enables teams to be more efficient and productive. These

efficiencies will allow your organization to manage fees and internal administrative expenses. In addition, the product provides a set of analytical and profitability reports with drill-down and drill-up capabilities. The modules incorporate automation in the form of workflow and auto-adjudication features.

Listed below are the modules and integrated features included in Managed Care and will be provided in a phased approach and coordinated with client readiness:

- Authorization / Referral Processing
 - Auto-Adjudication
 - Workflow
- Customer Service
- Case Management
 - Inpatient Management
 - Outpatient Management
 - Optional Care Guidelines API
- Credentialing
- Clinical Alerts
- Claims Processing
 - Auto-Adjudication
 - Workflow
 - Provider Dispute Resolution (PDR)
- Capitation & Payment Processing
- EDI Capabilities
 - Eligibility file mapping and import
 - Capitation Revenue Import and Reconciliation
 - HIPAA 5010 standard file formats
 - 270 / 271 Eligibility Inquiry / Response
 - 278 Health Care Services Review
 - 837 In & Outbound (Professional & Institutional Claims / Encounters)
 - 834 Member Benefit Enrollment
 - 835 Remittance Advice
 - Custom File Formats
 - ACH / Electronic Funds Transfer (EFT)
- Fax Server integration
- Comprehensive internal and Health Plan Reporting (timeliness, paid claims, ER utilization, denials, etc.)
- OCR engine integration
- Letter Generation (UM & Claims)
- Document Attachment
- Analytics
 - Profitability Reporting
 - Claims & Authorization – with drill-up and drill-down capabilities
 - Stop loss

- IBNR
- Portals – Governance Selectable Dashboards
 - Internal Staff
 - Providers
 - Health Plan
 - Members
- Mobile device access. All modules and features of Managed Care have been designed to help staff work with greater automation and efficiency, resulting in significant cost savings for the organization and increased user satisfaction.

12. **Mobile** - Mobile allows for secure, HIPAA compliant data to be captured on iPad, iPhone, Android enabled devices, netbooks, laptops, and/or tablet PCs in a connected or disconnected mode, with the exception of Android smartphones.

Mobile Module is a suite of applications, including native Android, iOS, and Windows Disconnected Application.

Mobile Module is an easy-to-use solution providing Customer- and manager level data, industry news feeds, and if applicable, Agency's Business Intelligence data.

Vendor trains Customer staff for end user support, including loading, configuring, and troubleshooting Mobile on multiple devices.

Training materials for the Module are provided in Credible Knowledge Base.

All Customer required hardware is purchased directly by the Customer. Vendor provides specific listing of Vendor supported hardware for utilization with the Mobile application – A current and updated list of supported devices is available on request or from the Credible Knowledge Base.

Disclaimer

Should Customer utilize Third-Party Software, in particular security software, on their Mobile Device, there is a possibility that this may interfere with Mobile resulting in degraded performance and connectivity issues – Vendor will provide best efforts for any issues arising from Third-Party Software.

Should Customer utilize non-Vendor recommended mobile hardware, there is a possibility this hardware will not work with Mobile. Vendor will not guarantee any other hardware beyond what is currently on Mobile Recommended Hardware list nor will any code changes be made to support non-Vendor recommended mobile hardware.

Training of Customer support staff completed concurrent with other Vendor on-site or on-line training.

13. **Real Time Eligibility** – Real-Time Eligibility (RTE) allows for the convenience of validating eligibility at the time the client's insurance information is collected by the Customer. In real-time, Customer staff will submit an eligibility request through Vendor's established relationship with Change Healthcare (CHC). RTE supports over 2,000 payers across the United States enabling quick eligibility results for the majority of payers.

Agencies utilizing RTE experience faster intake and check in processes and increased revenue.

RTE functionality will require Customer to maintain configuration based on (CHC) Payer Code list, located at <https://www.capario.com/resource-center/payer-list>.

Change Healthcare may require Customer to complete an additional Medicaid/Medicare enrollment form depending on the state and or payer requirements.

RTE Transactions are defined as electronic eligibility (270) requests submitted to the payer and result in one of the following transaction types:

- Successful Transactions: Eligibility request to the payer (270) where a response is returned from the payer (271).
- Unsuccessful Transactions: Eligibility request to payer (270) is sent without a returned response (271), either due to system error or connection issues. These transactions are not included in the transaction count.

Notwithstanding anything to the contrary in this order form, monthly invoicing for this product will begin upon the date that is the earlier of (i) the actual go live date provided by Customer for this product, (ii) 90 days following the Term Start Date in this order form for this product or (iii) 90 days after the initial Go-Live Date for the Software.

14. California State Reporting --

- FAST - PSC (Pediatric Symptom Checklist) - the export creates a monthly batch file that records the data from the Functional Assessment Screening tool. This data is submitted to the State of California's Health and Human Services Agency - Department of Health Care Services - Performance Outcome System.
- FAST - CANS (Child and Adolescent Needs and Strengths) - the export creates a monthly batch file that records the data from the Functional Assessment Screening tool (which is uses the CANS California 50 item form). This data is submitted to the State of California's Health and Human Services Agency - Department of Health Care Services - Performance Outcome System.
- CALOMS (California Outcomes Measurement System) - the export create a monthly batch file that gets submitted to the California Department of Healthcare Services, Department of Alcohol and Drug Programs (ADP) which contains treatment data that effectively manage and improve the provision of treatment services provided to clients at the state, county and provider levels.
- ASAM LOC (American Society of Addiction Medicine - Level of Care) - Monthly comprehensive batch file that is submitted monthly but contains data from all reporting periods - this data is submitted to the State.
- CSI (Client and Service Information)- this data is submitted via a batch file to California's Department of Health Care Services - The CSI system collects data pertaining to clients of mental health services for MHMCPs. All persons served in

treatment programs must be reported to the CSI system. This includes both Medi-Cal and non-Medi-Cal clients, and persons served by the private practitioners that were formerly in the Fee-For-Service (FFS) system. The CSI system contains the information to meet state and federal reporting requirements for client based information regarding persons served by MHMCPs. MHMCPs send a CSI submission file to DHCS monthly and are required to submit data no later than 60 days after the end of the month in which the services were provided.

- HCAI (Healthcare access and information) - Inpatient Discharge - semi-annual file that is submitted to the State of California HCAI department on Hospital Discharge Data, which is based on the hospital's license, the reporting requirement covers every patient discharge from a bed appearing on the hospital's license (this does not include Federal or Department of Veteran Affairs hospitals)
 - FSP (Full Services Partnership) -batch file that is submitted to the DCR (Data Collection Reporting) system - the file contains Partner (Client) data and 3 different types of Partner Assessments - PAF (Partnership Assessment Form), KET (Key Event Tracking) and Quarterly Assessment (3M) for 4 age groups (which make up a total of 12 different forms) for data collection. Note – this last report is not needed by Kings View at go-live and will not be started by our team until after 10/1.
15. **Storage** – Storage is to be stored within the system for attachments; this includes documents that are scanned and attached to records. Video and audio files may not be attached without a separate contract addendum.
- (a) Storage Space – Customer will be billed \$100 per month for up to 50GB of storage space upon utilization of storage module. Each additional increment of 50GB will be billed at \$100 per month.
- Note:** Customer is responsible for provisioning the module so that only the properly authorized users have access and management of the content within the scanned documents.
16. **Implementation Services Fee** – Upon execution of this Agreement, Implementation fees are due in accordance with contract terms. Vendor and Customer will schedule a series of calls to kick-off the implementation: the CEO Goals Call, Project Intro Call and Path to Go-Live Call. During the Path to Go-Live Call, Vendor will review the Project Plan which will set forth the requirements, processes and timeline for the Partner's implementation of the Software. The Project Plan will document the major items which are required for production-level use and must be delivered within the prescribed number of days from the Effective Date of this Agreement. The Project Plan will detail Vendor's and Customer's specific responsibilities, milestones and timelines which must be met in order to achieve the Go-Live date established in the Project Plan. Therefore, Vendor's project plan and timeline holds both Vendor and Customer accountable to meet milestones and deliverables on time. Any delay by Customer in accomplishing these items will likely result in a corresponding delay in the Go-Live date and additional fees may apply.

The following items are included in the base Implementation Services:

Vendor's Implementation is divided into four (4) phases: Data Gathering, Configuration, Testing & Training, and Post Go-Live Support to provide Agency with a proven, structured, sequential approach to implementing software. Each phase begins with an overview and review of the activities to be completed during the phase, as well as outlining the expected time commitment needed by Customer Staff. Upon conclusion of each phase Customer and Vendor will sign-off on the Milestone acknowledging the activities for the corresponding phase are complete. To ensure success, the implementation phases are sequential. The project does not progress to the next phase until the preceding phase is complete and Agency has agreed via signed Milestone.

Standard Data Conversion: Customer will provide data in Vendor's standard data conversion template. Should Customer request imports for tables not outlined below, additional fees may apply. Vendor provides for the import of numerous data points:

- Client Demographic Information –Data imported into the Client Profile, Client Extended, or Episode screens;
- Client Insurance;
- Client Authorizations;
- Client's Program and Team Assignments;
- Employee Demographic Information -Data imported into the Employee profile and credentials screens;
- Client Employee Relationships;
- Employee Program and Team Assignments;
- External Providers;
- Diagnosis;
- Client Balances;
- Liability;
- Medications - Imported medications will interact with Credible eRx when the medication FDB ID (First Data Bank Medication Identification Number) is included in the imported data. If the FBD ID is not available, imported medications will present in Credible as Third-Party prescribed medications for historic reference without the ability to interact with eRx. For these medications to be fully integrated with allergies, contraindications, and the drug/drug interactions, they must be directly input into the software.
- Allergies - Imported allergies will interact with Credible eRx when the allergy FDB ID (First Data Bank Allergy Concept Identification Number) is included in the imported data.
- If the FBD ID is not available, imported allergies will present in Credible as Third-Party allergies for historic reference without the ability to interact with eRx. For these allergies to be fully integrated with medications, contraindications, and the drug/drug software interactions, they must be directly input into the software.

Description of tasks included in this project: The total fees for Configuration and Implementation Services associated with this Project are for the timeframe defined in the Project Plan. This Implementation Service includes up to 60 days of support after the first

program/agency unit goes live. Additional days of implementation support will be subject to a new Statement of Work. Included in the Implementation Services are the following:

- Project Management
- System Configuration – utilizing Vendor’s best practice approach for clinical and billing
- Credible Tour and End-User Training
- Data Conversion and Validation Post Go-Live Support- up to 45 days after the first program/agency unit goes live. Post Go-Live support shall be provided by the Vendor implementation team.

To set Customer up for success and a smooth Go-Live experience, Vendor restricts Customer’s access to the Billing Matrix, Payer Matrix, Visit Types and Security Matrix, Data Dictionary, Partner Config, Form building and other high level rights until Agency has a minimum of two (2) superusers achieve certification (offered virtually on a recurring basis at a minimal cost). Billing and Certification courses are offered virtually on a recurring basis. Certification process will begin forty-five (45) days following Agency’s Go-Live and not more than 90 days post Go-Live. If Customer does not complete certification within 90 days post Go-Live then a 10% surcharge of Core Named Users will be applied to each monthly invoice until such time Customer completes certification. Should Agency experience more than one (1) billing or configuration issues a quarter, even with certified personnel, Vendor reserves the right to resume restricted access to the software until Customer staff completes additional testing and training.

- During a “lock-down”, Customer may submit a Change Order Request to have Vendor complete any configuration changes. Lock-down does not impact Customer’s ability to utilize the software, it limits Customer’s ability to change configuration.
- The submission of Change Order Requests allows for transparency among both Vendor and Customer project teams and ensures changes are applied systemically to limit risk of errors and delays, as well as maintain the scope of the project.

Configuration and Implementation for the following modules and features are included:

- Client & Employee data management
- Security Matrix
- Scheduling
- Home Page
- Form Builder
- Reports Security Matrix
- Standard Reporting - Module configuration only, report writing is not included
- Advanced Search Reporting and Custom Ad Hoc Reporting - Module configuration only, report writing is not included
- Notifications, Triggers, and Messaging
- Client Portal
- State Reporting (if applicable)

17. **Business Intelligence (BI) Advanced Reporting - Setup Fee** – One-Time setup fee for BI Advanced Reporting. Once certification is complete Vendor will turn on functionality of module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
18. **Credible - EPCS - Setup Fee** - One-Time fee for the setup of EPCS, controlled substance prescribing functionality. Setup for module includes Vendor sending Customer Prescriber setup instructions. Once Vendor receives the information requested from Customer, Vendor reaches out to third party vendor to begin the setup process of Prescribers. Vendor works with Customer to ensure setup is complete. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
19. **Credible - eRx - Setup Fee** - One-Time setup fee for eRx. Setup for module includes Vendor sending Customer Prescriber setup instructions. Once Vendor receives the information requested from Customer, Vendor reaches out to third party vendor to begin the setup process of Prescribers. Vendor works with Customer to ensure setup is complete. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
20. **Credible - PDMP - Setup Fee** - One-Time setup fee for the PDMP functionality. Customer applies for state funding and credentials to access PDMP data via third party vendor. Setup for module includes Vendor enabling the functionality for the module once the credentials are received from the third party vendor, Vendor sets up a call with Customer to review the workflow process. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
21. **eLabs - Setup Fee** - One-Time fee for the setup of eLabs. Setup for module includes Vendor enabling the functionality for the module and sending Customer the Partner Channel Form for Customer to use in the completion of setup with third party vendor by establishing the relationship with the lab directly. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
22. **Enhanced Client Engagement** - One time setup fee for Enhanced Client Engagement Module. Setup for module includes Vendor enabling the functionality for the module, beginning the project for setup with third party vendor, and trains the Customer on functionality with the process steps to utilize the module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
23. **Inpatient/Residential Module- Setup Fee** – One-Time setup fee for Inpatient/Residential Module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
24. **Managed Care - Setup Fee** – One-Time setup fee for Managed Care Module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.

25. **Mobile** - One-Time setup fee for the Mobile Module. Setup for module includes Vendor enabling the functionality for the module. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
26. **Real Time Eligibility - Setup Fee** - One-Time setup fee for Real Time Eligibility module. Setup for module includes Vendor enabling the functionality for the module and sending Customer any additional configuration requirements or training material for Customer to complete the setup with Change Healthcare. For avoidance of doubt, this setup fee is nonrefundable if Vendor has begun any setup related to the product.
27. **State Reporting Setup Fee** – One-time setup fee per Customer Contract for the State Reporting Module. Vendor is committed to compliance with Customer’s state reporting needs. Vendor will use best efforts to interface with state officials to fully understand requirements and timelines. Customer agrees to communicate to Vendor any state changes immediately upon receipt via the support ticket process.
1. During implementation, Customer understands all required state reports must be relayed to Vendor during the Planning Phase of Implementation. -The one-time set up fee includes the configuration, implementation, and post go live support to assist the Customer in going-live with the State Report. The monthly subscription fee includes state required updates and ongoing support to ensure optimal use of the report(s).
 2. For ongoing state reporting development for existing reports, Vendor will not charge hourly professional services or software development fees as long as Customer subscribes to this product.
 3. The State Reporting product covers changes/modifications to the existing reporting types explicitly stated in the product description (“Covered Reports”). Any changes or modifications to the state reporting requirements as it relates to the Covered Reports will be performed by Vendor at no incremental charge to the Customer. If the state mandates a new report not explicitly included in the Covered Reports, Vendor will evaluate, at its sole discretion, whether the report will be developed and added to the covered reports. If deemed worthy of inclusion, Vendor requires up to 365 days from when provided the specifications to deliver the report to production.
 - Customer will provide a specific contact for state reporting issues and commit to a three (3) business day turnaround when working with Vendor to address state reporting needs. Within four (4) weeks of the scheduled GoLive date, the expected turnaround time will be one (1) business day.
 - Customer will be responsible for maintaining configuration of Customer’s domain to support the Vendor developed state report following GoLive.
 - Customer will provide test data and prior successful state reporting submissions for testing and validation purposes, where applicable.
 - Customer will notify Vendor within five (5) business days of Vendor turning over the state report of any changes to the report provided Customer provides supporting state documentation for the changes. Vendor will address any changes with the report so long as they are in alignment with state documentation.

- Enhancement requests will be reviewed and considered based on Vendor's roadmap, bandwidth, and scope. Additional fees apply.
4. Following implementation, should Customer now require additional state reports, Customer understands it will be Customer's responsibility to update Customer's Domain to comply with the state report.
 5. For clarity, State Reporting includes batch data submissions per published and readily obtainable state specifications.
 6. Customer is responsible for submitting production data to state entity within forty-five (45) days of the report GoLive.

Vendor specifically excludes upfront and ongoing changes for payer specific, county specific, grant specific, and HIE specific reporting and integration needs. Should Customer not be able to leverage Vendor's current reporting capabilities to meet their needs, Customer may contract for Vendor's Reporting Services.

EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT

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Credible Budgetary Pricing Proposal		5 Year Total Contract Value Summary					
Item	Timing	Year 1 (months 1-12)	Year 2 (months 13-24)	Year 3 (months 25-36)	Year 4 (months 37-48)	Year 5 (months 49-60)	Total Value
ONE-TIME FEES							
Credible Implementation Fee	Payable on contract execution	\$ 63,250	\$ -	\$ -	\$ -	\$ -	\$ 63,250
Business Intelligence (BI) Advanced Reporting - Setup Fee	Payable on contract execution	20,000	-	-	-	-	20,000
Connect Module - Statement of Work	Payable on contract execution	9,000	-	-	-	-	9,000
Credible eRx - Setup Fee	Payable on contract execution	2,500	-	-	-	-	2,500
Credible eRx - EPCS - Setup Fee	Payable on contract execution	1,000	-	-	-	-	1,000
Credible eRx - PDMP - Setup Fee	Payable on contract execution	1,750	-	-	-	-	1,750
elabs - Setup Fee	Payable on contract execution	2,500	-	-	-	-	2,500
Enhanced Client Engagement Module - Setup Fee	Payable on contract execution	2,500	-	-	-	-	2,500
Inpatient Residential Module - Setup Fee	Payable on contract execution	20,000	-	-	-	-	20,000
Managed Care - Setup Fee	Payable on contract execution	100,000	-	-	-	-	100,000
Mobile - Setup Fee	Payable on contract execution	5,000	-	-	-	-	5,000
Real Time Eligibility - Setup Fee	Payable on contract execution	500	-	-	-	-	500
State Reporting - Credible Platform - Setup Fee	Payable on contract execution	15,000	-	-	-	-	15,000
MONTHLY RECURRING FEES							
	Credible Rate/User	\$43.00	\$44.51	\$46.06	\$47.67	\$49.34	
Credible Core Software - Named User Fees	Payable monthly upon End User Training	\$ 79,120	\$ 121,103	\$ 125,342	\$ 129,729	\$ 134,269	\$ 589,562
Business Intelligence (BI) Advanced Reporting	Payable monthly upon Go-Live	10,500	18,000	18,000	18,000	18,000	82,500
Connect Module	Payable monthly upon Go-Live	2,093	3,588	3,588	3,588	3,588	16,445
Credible - eRx	Payable monthly upon Go-Live	5,796	9,936	9,936	9,936	9,936	45,540
Credible - EPCS	Payable monthly upon Go-Live	3,360	5,760	5,760	5,760	5,760	26,400
Credible - PDMP	Payable monthly upon Go-Live	-	-	-	-	-	-
DSM-5 Classifications	Payable monthly upon Go-Live	1,164	1,995	1,995	1,995	1,995	9,144
elabs	Payable monthly upon Go-Live	2,520	4,320	4,320	4,320	4,320	19,800
Enhanced Client Engagement	Payable monthly upon Go-Live	1,190	2,040	2,040	2,040	2,040	9,350
Inpatient Residential Module	Payable monthly upon Go-Live	4,900	8,400	8,400	8,400	8,400	38,500
Managed Care	Payable monthly upon Go-Live	42,000	72,000	72,000	72,000	72,000	330,000
Mobile	Payable monthly upon Go-Live	5,600	9,600	9,600	9,600	9,600	44,000
Real Time Eligibility	Payable monthly upon Go-Live	2,310	3,960	3,960	3,960	3,960	18,150
State Reporting -Credible Platform	Payable monthly upon Go-Live	2,100	3,600	3,600	3,600	3,600	16,500
Storage	Payable monthly upon Go-Live	2,800	4,800	4,800	4,800	4,800	22,000
TOTALS		\$ 408,453	\$ 269,102	\$ 273,341	\$ 277,728	\$ 282,268	\$ 1,510,891
One Time Fee Discount		50%					
Recurring Fees Discount		40%					
Notes:							
1. All one-time fees are due upon contract execution							
2. Credible user fees begin when Train the Trainer starts (approximately one month before Go-Live, estimated at month 5 in pricing); all other fees begin upon Go-Live (estimated at month 6 for pricing)							
3. Implementation is estimated at 6 months with a one month gap between contract execution date and implementation kickoff							
4. Product Innovation Fee Increase - 3.5% on Core Software - begins month 18 and is assessed annually thereafter							
5. All fees for items that are priced by user are subject to change as user counts change							
6. This analysis is for your information only; actual invoicing dates and the exact fee amounts may vary							

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

(a) Term. The initial term of this Agreement shall commence on the Term Start Date set forth in the Service Order Form attached as Exhibit "A" (the "SOF") and shall expire on the Term End Date set forth in the SOF unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause) or 2.23(a) (Covenant of No Undisclosed Conflict) of this Exhibit C.

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed as set forth in Section 6.(a) of the Software License and Master Services Agreement attached as Exhibit "F" (the "MSA"), unless either party gives the other party written notice of intention not to renew no less than ninety (90) days prior to the expiration of the then current term. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in the Service Order Form attached as Exhibit "A", and as amended through any Service Change Form(s) mutually agreed upon in writing by COUNTY and CONTRACTOR during the initial term or any renewal term(s).

2.3 Compensation.

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in the Service Order Form, and as it may be amended through any Service Change Form(s) mutually agreed upon in writing by COUNTY and CONTRACTOR. The maximum payment for the initial term of this Agreement, unless otherwise mutually agreed upon by COUNTY and CONTRACTOR in writing, shall be that maximum amount set forth on Exhibit "B"; 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.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both Parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

(d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement 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.

2.5 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. As between the Parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors 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.

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

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

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

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

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

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

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(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 Health and Human Services Agency 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 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

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

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

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

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees or volunteers 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) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by all lawful means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) 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.

2.9 Termination for Cause.

(a) If either Party shall fail to fulfill in a timely and proper manner that Party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (45) 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 written notice to the defaulting Party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department

Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination. Omitted.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and 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 the form of a .bak file that contains the COUNTY’s complete data set 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.

(b) Upon expiration or termination of this Agreement, 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. 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.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, 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.

(d) 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 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 was 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.

2.12 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.

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, 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 notice sent by mail in the manner prescribed by this subparagraph 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. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either Party may change its address by notifying the other Party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide not less than thirty (30) days' prior written notice to CONTRACTOR via facsimile of COUNTY policies which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 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. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. 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.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. 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.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by 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 or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, 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. For avoidance of doubt, this provision is in addition to the COUNTY and CONTRACTOR'S mutual confidentiality obligations set for in Section 7 of the MSA.

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

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer, at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715, immediately in the following instances:

- (A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- (B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- (C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
- (D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) Subject to the limitations of liability set forth in Section 9 of the MSA, CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/other 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) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) 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.

Secure Data Disposal: When requested by the COUNTY, CONTRACTOR shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to COUNTY.

Subject to the limitations of liability set forth in Section 9 of the MSA, 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.

(e) HHS Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHS Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHS Contractor Security Requirements" which is

incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 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, provided, however, that Contractor may assign this Agreement in connection with a sale of all or substantially all of its equity or assets. 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 Department Director.

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

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both Parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the 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.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon not less than thirty (30) days' prior written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 **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.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** 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 (over 40), 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) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear

on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) 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 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to 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.

2.21 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, excluding clinical documentation which is governed by the Business Associate Agreement entered into by COUNTY and CONTRACTOR, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 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. The Parties further warrant that the signatories to this Agreement are authorized to execute this

Agreement on behalf of their respective Parties and that any action necessary to bind each such Party has been taken by that Party prior to entering into this Agreement.

2.23 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. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate 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 COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each Party agrees not to solicit for employment the employees of the other Party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of twelve (12) months after termination of this Agreement except with the written permission of the other Party, except that nothing in this Paragraph shall preclude either Party from publishing or otherwise distributing applications and information regarding that Party’s job openings where such publication or distribution is directed to the general public.

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

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

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

2.28 **Entirety of Contract.** This Agreement, including documents incorporated by reference and 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.

2.29. **Other Terms and Conditions [Reserved.]**

2.30 **Acknowledgment of Funds; Compliance with Government Code Section 7550.**

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: "Made possible by funding provided by the County of Napa."

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, 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 as required by Government Code section 7550. 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.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in "Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:

www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contractors Involving Federal Health Care Programs". Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

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

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements.

If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--

Revision No. 1” for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Health Care Services or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR’s actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR’S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Health Care Services or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(d) RESERVED

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

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

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 RESERVED

2.37 Licensure Status.

(a) License in Good Standing. If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the

failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) Expiration of License. In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

EXHIBIT D
NAPA COUNTY TRAVEL POLICY

I.	GENERAL PROVISIONS	1
A.	Pre-Approval	2
B.	Reimbursement.....	2
II.	ESTABLISHING RESIDENCE AND HEADQUARTERS	2
III.	ALLOWABLE PURPOSES FOR TRAVEL.....	2
A.	Continuing Education/Training Programs	2
B.	Conventions and Conferences	3
C.	Business Travel/Meetings	4
IV.	REIMBURSABLE EXPENSES.....	4
A.	Transportation and Mileage	4
B.	Lodging	8
C.	Meal Reimbursement and Per Diem Allowance	8
D.	Food Provided to Non-Employees	11
V.	PAYING EXPENSES OF ANOTHER EMPLOYEE OR INDIVIDUAL	11
VI.	NON-REIMBURSABLE EXPENSES.....	12
VII.	TRAVEL ADVANCES.....	12
VIII.	OUT-OF-STATE AND OUT-OF-COUNTRY TRAVEL.....	13
IX.	OVERTIME POLICY DURING TRAVEL	14
X.	TRAVEL BY THE BOARD OF SUPERVISORS.....	14
XI.	OTHER	15
A.	Individuals Serving on County Boards/Committees/Commissions	15
B.	County Department Head and Farm Advisor at Cooperative Extension	15
C.	CAL FIRE Employees	15
D.	Volunteers or Interns	16
E.	Other Governmental Agencies or Third Parties that Provide Reimbursement....	16
F.	Job Applicants	16
XII.	CLAIM SUBMISSION [See Sections III. and IV. for additional information]	16
A.	General Policy	16
B.	Required Documentation.....	17
XIII.	PUBLIC DISCLOSURE.....	18
XIV.	VIOLATION OF THIS POLICY.....	18

I. GENERAL PROVISIONS

This Policy contains the purposes and manner under which employee travel and work-related meals will be authorized and reimbursed by the County of Napa (County). It establishes reimbursement schedules under which County employees will receive no more than reasonable and necessary reimbursement for travel expenses while avoiding the necessity for employees to utilize personal funds to partially cover the cost of travel. This Policy also provides for specified travel reimbursement of individuals appointed to serve on commissions, committees and boards established by formal action of the Board of Supervisors (see Section XI.A), volunteers, interns, job applicants and other specified individuals.

County business is defined as work-related services performed by a County employee on behalf of the County. Travel by an employee for work-related purposes is subject to the approval procedures set forth in this Policy, regardless of whether the County is paying for the employee's travel or the employee or their department may be receiving full or partial reimbursement for their claim from another agency or a third party. The County will only reimburse employees for the business-purpose portion of their travel. If an employee stays over beyond the work-related event for personal reasons, then the excess costs (meals, lodging, etc.) are to be paid by the employee.

Allowable purposes for travel include travel for attendance at: 1) continuing education/training programs, 2) conventions/conferences and 3) business travel that is required as a necessary part of County employment. The requirements and limitations for each kind of travel are further described in the sections below.

This Policy covers requirements and procedures specifically for out-of-county travel and in-county travel as well as requirements and procedures that apply to both. Any exceptions to this Policy must be approved by the Auditor-Controller and, when required – such as in the case of out-of-state travel – by the County Executive Officer. Further, any expense that does not fall within this Policy shall be approved by the Board of Supervisors, in a public meeting, before the expense is incurred.

Except as otherwise provided by contract, ordinance or statute, the policies and procedures specified herein shall supersede any and all travel policies and procedures previously adopted and shall be deemed to govern in the case of any apparent conflict with similar policies and procedures. The County reserves the right to amend this Policy whenever it is appropriate to conform to local, state and federal laws, rules and regulations.

The Division Heads of Human Resources and Information Technology Services and the Executive Director of LAFCO are considered Department Heads for the intent and purposes of this Policy.

Employees are expected to maximize local training opportunities, conference videocasts and training videocasts, thereby minimizing the need for travel.

- A. **Pre-Approval:** For any allowable travel, including any travel involving an overnight stay, an employee shall have prior written approval from their Department Head, or designee, with the exception of any travel that is a regular, ongoing part of an employee's duties. Department Heads are not required to obtain pre-approval unless otherwise provided in this Policy (see Section VIII for policies on out-of-state and out-of-country business travel). The following areas in the State of Nevada shall be considered within the state for purposes of this Policy: Lake Tahoe, Reno, Las Vegas, and immediate surrounding vicinities to these localities.
- B. **Reimbursement:** Reimbursement of travel expenses will be made pursuant to Section IV and through submission of a claim as set forth in Section XII. Registration fees, books and supplies required in connection with attendance at conventions, conferences, official meetings, training programs and seminars are reimbursable. When possible, registration should be made and paid for prior to travel through the normal expense claim system (see Section XII for more information). Reimbursable registration fees may include meals, special dinners, and banquets but shall not include social and recreational activities.

II. ESTABLISHING RESIDENCE AND HEADQUARTERS

- A. Headquarters for all County employees shall be the County location to which they normally report for work. Residence for County employees shall be the place where the employee resides.
- B. No travel expenses shall be allowed for travel between residence and headquarters ("commute miles").

III. ALLOWABLE PURPOSES FOR TRAVEL

- A. Continuing Education/Training Programs
 - 1) An employee shall be reimbursed for meals to the extent authorized by this Policy, mileage, and other related travel expenses for attendance at continuing education/training programs that are necessary as a condition of employment in order to maintain licensure with the State of California, or to maintain eligibility to perform one's job duties, or that is department approved, work-related training.
 - 2) Employees shall be allowed sufficient leave with pay to meet the minimum continuing education/training required. The allowed leave shall be subject to the convenience of the department and the approval of the Department Head.

- 3) Reimbursement of costs associated with continuing education or training is subject to the approved budget for the respective employee's department.
- 4) Training programs do not include ongoing educational courses offered by colleges or universities for specific degrees, e.g., Masters Certification. Funding provisions for those programs are covered in the Revised Educational Reimbursement Policy of October 2, 1984, Board Resolution No. 84-70. If this provision is inconsistent with the provision(s) of any current County employee bargaining unit Memoranda of Understanding, the latter shall prevail.
- 5) Employees requesting reimbursement of travel expenses for attending Peace Officers Standards and Training Programs (POST) must indicate, on the face of the claim for reimbursement or request for a travel advance, that it was for participation in a POST Training Program and is credited toward their hours of required continuing education. The employee is responsible for presenting the completed original "Training Reimbursement Request" form to the course coordinator/instructor on or before the first day of training. When funding is available, the department is responsible for ensuring that reimbursement from the State of California, Department of Justice Commission on Peace Officer Standards and Training, is received to the extent allowable.
- 6) Employees requesting reimbursement of travel expenses for attending the Standards and Training for Corrections Program (STC) must indicate on the face of the claim for reimbursement that it was for participation in an STC Training Program and is credited toward their hours of required continuing education. When funding is available, the department must seek reimbursement from the State Board of Corrections to the extent allowable.

B. Conventions and Conferences

- 1) All County non-classified, appointed and elected Department Heads are authorized to attend any conference or convention within the State.
- 2) All other County employees must secure prior written authorization from the Department Head before attending conventions or conferences.
- 3) Elected officials' travel shall be governed by Section 29610 of the California Government Code, which states in part, "The . . . expenses of any elected county...officer...incurred while traveling to and from while attending the annual convention of his respective association, are county charges."

C. Business Travel/Meetings

- 1) Business travel is defined as any travel that is required as a necessary adjunct to employment and is not covered in Section III.A, B and C above. It is restricted to those functions that must be reasonably performed in the course of carrying out department duties and responsibilities.

For members of the Board of Supervisors and County Boards/Committees/ Commissions, business expenses incurred in connection with the following kinds of activities are allowable:

- a. Meeting with representatives of regional, state and national government on County adopted policy positions;
- b. Participating in regional, state and national organizations whose activities affect the County's interests;
- c. Recognizing service to the County;
- d. Attending events within the County for the purpose of conducting County business;
- e. Implementing a County-approved strategy for attracting or retaining businesses to the County.

Every claim must state the purpose of travel to be able to determine which section of the Policy applies.

IV. REIMBURSABLE EXPENSES

A. Transportation and Mileage

County "Pull Notice" Policy for Drivers License Review (described at Part I, Section 21C of the Napa County Policy Manual); Claimants should be aware of and familiar with the County's Pull Notice Policy. The Policy states that "to further provide for the protection of all citizens within the County and reduce as much as possible the County's risk exposure, it is the Board of Supervisors intent, with this recent amendment effective December 1, 1996, to institute a drivers license review program for all employees, volunteers or interns who drive County equipment or personal vehicle to conduct County business. The County will use the Pull Notice Program available free of charge through the State Department of Motor Vehicles for this purpose. This program provides an annual report on each individual enrolled in the Program and a special report whenever there is any activity regarding the individual's driver license." (For additional

information regarding this program, see Napa County Policy Manual re: Use and Operation of County Vehicles at Part I, Section 21C.)

1) Use of County Vehicles

- a. Any employee who drives a County-owned vehicle shall be aware of and have reviewed the County policy on “Rules and Regulations Governing Use and Operation of County Vehicles on County Business.” (Part I: Section 21C of the County Policy Manual.) Department Heads shall be responsible to ensure that all employees are aware of this requirement.
- b. If a department is assigned County vehicles, those vehicles shall be considered the preferred vehicles for the conduct of County business.
- c. County vehicles shall be used only for County business. Vehicles may not be used for personal business while driving to and from work or on weekends, except an employee may use a vehicle to eat out during meal periods that occur while the employee is traveling on County business. Transportation of persons not on business with, or the responsibility of, the County is strictly prohibited except when an employee uses a County vehicle to attend a continuing education/training program, conference or meeting and is accompanied by family, a friend or another agency representative.
- d. Reimbursement for reasonable and necessary charges for parking and tolls will be allowed.

2) Use of Privately Owned Vehicles

- a. All mileage reimbursement will be calculated by first deducting the employee’s standard commute miles from the total miles traveled.
- b. Private vehicles may be used for County business in lieu of a County vehicle. However, in such instances, the private vehicle owner’s insurance coverage is primary in the event of an accident.
- c. Owners of private vehicles must meet insurance coverage requirements of the California Financial Responsibility Law, which requires a minimum coverage of \$15,000 per person/\$30,000 per occurrence/aggregate for bodily injury and \$5,000 for property damage. This requirement may be met by a combined single limit per occurrence coverage of \$50,000.

- d. Employees traveling under this Policy will be reimbursed the mileage to their destination under the following circumstances:
 - i. Travel to and from an employee's headquarters to another County workplace that occurs during the employee's regular work day. If for some personal reason the employee does not go directly to and from one location to the other, the employee cannot claim more than the amount of mileage it would have taken to go directly between the workplaces.
 - ii. Travel to locations other than to another County workplace for purposes of attending training, conferences or meetings relating to County business, where the work assignment is expected to last for less than one month.
- e. Reimbursement for the use of privately owned vehicles will be paid at the rate established annually by the Internal Revenue Service (IRS). This rate is intended to reimburse the employee for the per mile cost of normal maintenance, insurance costs and wear and tear of vehicle. The Auditor-Controller will notify departments of the appropriate rate.
- f. If a private vehicle is used instead of air travel, reimbursement for mileage shall not exceed the sum of the round-trip coach airfare of a common carrier, needed local mileage/ground transportation and other related costs had airfare been chosen. A recent analysis of this comparison must be attached to the travel/mileage expense form.
- g. Reimbursement for the use of privately owned vehicles shall be made only for each vehicle operated regardless of the number of persons transported. No additional reimbursement for transportation shall be allowed any passenger in a vehicle operated by another employee, Department Head or public official of the County of Napa.
- h. Reimbursement for reasonable and necessary charges for parking and tolls will be allowed.
- i. Claims for mileage should be submitted within five (5) business days of the end of the month in which the mileage occurred. See Sec. XII, Claim Submission, for further details.
- j. Management employees and members of the Board of Supervisors who receive an auto allowance pursuant to their applicable Management Compensation Plan may receive reimbursement for mileage driven outside

the boundaries of Napa County [see Section II.A.15 of Management Compensation Plans 37C-1, 37C-2, 37C-3: [Section 37C-1 Management Classified](#), [Section 37C-2 Management Non-Classified](#), [Section 37C-3 Management Non-Classified \(Other\)](#)].

3) Ground Transportation

- a. The use of public transportation services, e.g., airport shuttle services, is encouraged in lieu of taxi or other on-call transport (e.g., Uber) or car rental unless availability, cost or employee safety dictates otherwise. Car rental is reimbursable only if rental is necessary as part of official County business. Officials and employees shall consider alternative transportation (shuttles, taxis, subways, etc.), availability and cost prior to car rental. Officials and employees should consult the Purchasing website at <http://cabernet/sites/Purchasing/SitePages/Home.aspx> for current County car rental discount programs and utilize those programs when they exist. If the County has a car rental discount program and an employee or official chooses to utilize another car rental company, the employee's or official's reimbursement will be limited to the rate included in the County's discount program.
- b. If a car is rented and insurance is purchased, the rental car insurance company's coverage is primary. If insurance is not purchased, the employee's insurance coverage is primary. The purchase of car rental insurance shall be authorized in advance.

4) Airfare, Trains, and Other Modes of Travel

- a. Tickets for transportation, whether by bus, railroad or airline, may be purchased by the individual. Reimbursement shall be made upon submission of a proper expense claim. Only economy class fares will be reimbursed.
- b. Airline and other travel reservations shall be made to take advantage of available advance purchase discounts. Government rate, or the group rate, should be requested when available. Absent a government rate, or the group rate, the lowest available rate shall be used. Department Heads are responsible for ensuring that internal departmental procedures exist for obtaining the best price for airline tickets.
- c. Personal frequent flier miles should not be used to purchase airline tickets for travel pursuant to this Policy unless the employee wishes to donate such value to the County. Employees will not be reimbursed for tickets purchased using frequent flier miles. When the employee uses a personal

credit card to purchase airline tickets for travel pursuant to this Policy, the employee may retain any frequent flier miles or other incentives earned.

- d. **Baggage fees:** The County will reimburse baggage fees for a maximum of two (2) pieces of luggage under the following conditions:
 - i. If the airline charges baggage fees for all luggage, the County will reimburse the employee for a maximum of two (2) pieces of the employee's luggage.
 - ii. If the airline allows for one piece of luggage with airfare at no charge, the County will reimburse the employee for one additional piece of the employee's luggage (i.e., two pieces total).
 - iii. The County will not reimburse an employee for any overweight baggage fees.

B. Lodging

- 1) All County personnel are expected to secure reservations as economically as possible commensurate with the standards of accommodations available at the location of official travel. Government rate, or the established group rate for the activity or conference, should be requested when available. Absent a government rate, or the group rate, the lowest available rate shall be obtained.
- 2) Reimbursement for lodging must not exceed the rate for a single occupant. Except when there is only one rate listed for both single and double occupancy, when a hotel voucher indicates double occupancy, reimbursement will be limited to either the single occupancy rate, which must be obtained from the hotel by the claimant, or half the double occupancy rate, if the single occupancy rate is not provided with the claim.
- 3) Lodging receipts must clearly identify the amounts paid, the number of occupants, and the single room rate before submitting for reimbursement.

C. Meal Reimbursement and Per Diem Allowance

- 1) **Same-Day Travel Meals**

Except as otherwise provided in IV.C.3. below:

- a. Reimbursement for breakfast during same-day travel is authorized only when the claimant is required to leave from residence or headquarters before 6:00 a.m. and returns after 11:00 a.m.

- b. Reimbursement for lunch during same-day travel that spans the hours of 11:00 a.m. to 2:00 p.m. is authorized.
- c. Reimbursement for dinner during same-day travel is authorized only when the claimant is reasonably required to leave before 5:00 p.m. and return from travel and arrive at residence or headquarters after 7:00 p.m.
- d. Claimants shall be reimbursed for the actual cost of meals under this section in an amount not to exceed \$8 for breakfast, \$12 for lunch and \$18 for dinner.
- e. If meals are included in the cost of the event, no additional meal reimbursement is authorized.
- f. If meals are not included in the cost of the event, reimbursement is limited to no more than the per diem rates, regardless of dietary restrictions or other individual needs.
- g. Same-day travel meals are taxable as wages unless the meal has a business purpose under Section IV.C.3 below.

2) Overnight Travel Meals

- a. Employees may claim per diem meal allowances for authorized out-of-county overnight travel. Claims shall be paid in accordance with the current IRS Per Diem Meals Allowance Rates for the locality visited [See Table 4 at www.gsa.gov/portal/category/104711].

When an employee does not travel a full day (on day of departure or return), the employee may claim the amount of each allowable meal in accordance with the current IRS Per Diem Meal Allowance Rate for the locality visited. The IRS per diem rates for breakfast, lunch and dinner by locality can be found at www.gsa.gov/portal/content/101518.

Breakfast allowance is authorized only if the employee is reasonably required to depart from their residence or headquarters before 6:00 a.m., or if the employee has breakfast before departing from their travel destination to return to their residence or headquarters.

Lunch allowance is authorized only if the employee is reasonably required to depart from their residence or headquarters before 11:00 a.m., or if the employee is reasonably unable to return from their travel destination before 2:00 p.m.

Dinner allowance is authorized only if the employee is reasonably required to depart from their residence or headquarters before 5:00 p.m., or is reasonably unable to return from their travel destination before 7:00 p.m.

- b. Members of the Board of Supervisors and authorized members of County commissions, committees or boards shall be reimbursed for the actual, reasonable costs of their meals when an overnight stay is involved. Reasonableness is defined as up to 110% of the per diem amount for each meal. The IRS standards for Maximum Federal Per Diem Rates for the locality visited will be used as a guide for determining reasonableness under this subparagraph. Any reimbursement for meal expenses shall be made only upon submission of receipts and the appropriate County claim, which shall reflect the date and purpose of the meal for which reimbursement is being claimed.
- c. Department Heads may elect to receive reimbursement for meals when overnight stay is involved under either subparagraph a. or b. of this Section IV.C.2.

3) Business-Related Meals

Except as otherwise provided in Sections IV.C.1 and IV.C.2 (regarding meal reimbursement during travel), meals and refreshments for Napa County employees shall only be purchased with County funds or reimbursed in the following cases.

- a. Required training at a conference or seminar that includes meals and refreshments as part of the cost.
- b. Business-related meetings with outside agencies, groups, organizations, service clubs, etc. where the employee is speaking or has been designated as the representative of the County/Department and where the circumstances warrant the meeting being held during mealtime.
- c. Official County business requires attendance of County personnel at a meeting where circumstances warrant the meeting being held during mealtime. Normal or routine staff meetings of County departments or personnel over the meal period do not qualify.
- d. With authorization of the sponsoring Department Head, the County may provide refreshments or meals of reasonable expense at training sessions sponsored by the County. Such costs shall be paid out of the sponsoring department's budget account for business meals.

- e. Official meetings of County personnel with consultants, trainers, or other persons to conduct business that is of primary benefit to the County, where the circumstances warrant the activity being held during mealtime.
- f. Meals consumed while carrying out prison transport duties that require continual supervision of prisoners, where continual supervision is required and there is no reasonable opportunity for a duty-free meal break.
- g. Meals consumed during transportation of children as part of child protective or law enforcement services, where continual supervision is required and there is no reasonable opportunity for a duty-free meal break.

D. Food Provided to Non-Employees

- 1) County offices and departments may provide meals and refreshments for trainers, consultants and other persons providing services to the County.
- 2) The County Executive Officer/Emergency Services Department Head, Sheriff, or Public Works Department Head is authorized to “furnish food” to any person(s) directed to assist during the course of an emergency situation, including but not limited to lost persons, escapees, flood, fires and any other catastrophe where emergency feeding is determined to be necessary.

V. PAYING EXPENSES OF ANOTHER EMPLOYEE OR INDIVIDUAL

- A. When the entire party consists of officials or employees of Napa County, and the meal is a business-related meal under Section IV.C.3, one member of the party may make payment for the meal. The reimbursement request must indicate the first and last names of participating employees and the County business discussed during the meal. Reimbursement of such expenses shall be limited to the amount authorized by this Policy for each employee. If the meal is not business-related under Section IV.C.3, the entire amount of the reimbursement will be considered taxable wages for the individual who pays for the meal.
- B. Taxi and toll bridge fares may be paid by one member of a party and submitted on their expense claim.
- C. Hotel accommodations occupied by more than one official or employee of the County may be paid by one member of the party. The reimbursement request must indicate the first and last names of the involved employees.
- D. Department Heads, elected officials and management employees may be reimbursed for the cost of meals for non-County officials doing business with the County. The

reimbursement request must indicate the first and last names of the participants and the nature of the business. The Auditor-Controller shall honor such claims only if signed by the Department Head.

VI. NON-REIMBURSABLE EXPENSES

Employees will not be reimbursed for the following:

- 1) Laundry
- 2) Haircuts and barbering
- 3) Alcohol
- 4) Entertainment
- 5) Any gratuities **except for** gratuities of twenty (20%) percent or less (unless a group gratuity rate is being levied) of the cost of meal(s) or taxi fares, excluding tax unless required through contractual arrangement with provider
- 6) Transportation of personal baggage (including portage fees)
- 7) Personal expenses including mileage, taxi fares, car rental and other transportation costs to places of entertainment and other non-business facilities
- 8) Hotel housekeeping tips
- 9) Personal telephone calls
- 10) Early check-in or priority boarding on flights
- 11) Valet parking, unless it is the only option
- 12) Any personal expense

VII. TRAVEL ADVANCES

A. County Purchasing Cards issued to departments ("P-Cards") should be used when possible to reserve and pay for travel-related expenses for employees. Travel advances for out-of-county travel should be the exception and requested rarely and must be approved by the Department Head or designee. Travel advances for out-of-county travel are authorized only if all of the following conditions are met:

- 1) Travel as defined in this Policy where the actual costs of overnight accommodations, meals and registration or fees can be determined in advance. Up to two (2) weeks of expenses may be advanced at a time.
- 2) Travel by employees where the per diem basis for meal reimbursement is utilized.
- 3) Anticipated travel costs as estimated by the department are for travel in excess of three (3) days.
- 4) Anticipated travel costs exceed \$100.

- B. The request for the advance shall be made on a claim form prescribed by the Auditor-Controller. The advance shall be issued not more than ten (10) days prior to commencement of the authorized travel period except under unusual circumstances as approved by the appropriate County official. The request for an advance must be received by the Auditor-Controller's Office at least ten (10) days prior to the issuance of the County Warrant.
- C. Advances shall be accounted for by submitting the original advance claim with necessary receipts and any excess monies within five (5) working days following the completion of travel. Excess travel advance funds will be returned to the department and deposited into the Treasury, and a copy of the receipt for return of the funds will be submitted with the travel claim. Failure to submit timely travel claims shall render the individual receiving the advance in default and personally liable for the full amount advanced.
- D. Under no circumstances shall any travel advance be considered as a personal loan to any individual, and any unauthorized expenditure of any advance shall be deemed a misappropriation of public funds.

VIII. OUT-OF-STATE AND OUT-OF-COUNTRY TRAVEL

- A. In addition to any other requirements of this Policy, unless otherwise expressly provided by law:
 - 1) Out-of-State Travel: All out-of-state travel by County employees, including Department Heads who are not elected officials, must receive prior written approval from the County Executive Officer (CEO) using the Out-of-State Travel Authorization Form.
 - 2) Out-of-Country Travel: All out-of-country travel by County employees, including Department Heads who are not elected officials, must receive prior approval from the Board of Supervisors.
 - 3) CEO/Board of Supervisors:
 - a. Out-of-State Travel: All out of state travel by the CEO and members of the Board of Supervisors must receive prior approval from the Board of Supervisors.
 - b. Out-of-Country Travel: All out-of-country travel by the CEO and members of the Board of Supervisors must receive prior approval from the Board of Supervisors.

- c. If time constraints do not allow prior Board approval to be obtained in a timely manner, subject to ratification at the next Board of Supervisors meeting, the Chair or Vice Chair of the Board of Supervisors may authorize the travel of the CEO and/or members of the Board of Supervisor.
 - 4) Elected Officials: All out-of-state and out-of-country travel by elected officials (other than members of the Board of Supervisors) must be reported to the CEO and the Board of Supervisors prior to commencement of travel. If time constraints do not allow for reporting before the travel occurs, the report shall be made at the next Board of Supervisors' regular meeting following the completion of the travel.
- B. Exception: Board of Supervisor and/or CEO approval is not required for out-of-state and out-of-country travel when employees are involved in any of the activities listed below. Instead, out-of-state and out-of-country travel shall require prior written authorization of the Department Head, or Department Head's designee, and the reimbursement request must clearly indicate that the travel was authorized pursuant to this section of the Policy for the following activities:
- 1) Transporting prisoners, juvenile court wards or dependents, children receiving Child Welfare services, mental health clients, and children recovered in child abduction cases.
 - 2) Transporting patients to and from State mental hospitals, residential treatment facilities or court appearances.
 - 3) Travel to inspect facilities and provide supervision to children in placement, i.e., foster homes, group homes or residential treatment facilities.
 - 4) Travel to investigate or to prosecute a crime for purposes of law enforcement, or for purposes of civil litigation filed by the District Attorney.
 - 5) Travel to investigate a crime for purposes of legal defense by the Office of the Public Defender.

IX. OVERTIME POLICY DURING TRAVEL

Napa County complies with Fair Labor Standards Act (FLSA) laws for overtime related to travel, which are described in the County Overtime Policy, contained in Sec. 37B of the County Policy Manual. Any questions should be directed to Napa County Human Resources.

X. TRAVEL BY THE BOARD OF SUPERVISORS

Except as otherwise provided in this Policy, travel expenses incurred by members of the Board of Supervisors shall be reimbursed consistent with the application of this Policy to other County Department Heads and elected officials.

XI. OTHER

A. Individuals Serving on County Boards/Committees/Commissions

- 1) Out-of-County Travel: Individuals appointed to represent the County on various committees, boards and commissions established by the Board of Supervisors by formal action, whether County employees or not, may be reimbursed for all actual expenses involved when attending meetings relating to committee/board/commission business held outside of Napa County.
- 2) In-County Travel: Actual expenses involved when attending meetings relating to committee/board/commission business held within Napa County may be reimbursed only to the extent authorized by County ordinance or by bylaws of the committee/board/commission.
- 3) Attendance at educational conferences or activities is subject to the limitations set forth in Section III of this Policy. Reimbursement shall be limited to the expenses described in this Policy.
- 4) Board of Supervisors' approval must be given prior to attendance of any meetings in order to receive reimbursement. Board approval is evidenced by the availability of sufficient budget appropriations. In emergency situations in which Board of Supervisors' approval is not possible for the travel of commissioners (members of a board/committee), the CEO may grant such authorization subject to ratification at the next Board of Supervisors' meeting following the completion of the travel.
- 5) The Department Head, or designee, of the department that provides staff support for the commission, board or committee shall approve the attendance, in advance, and reimbursement of travel expenses, and related expense reports, of members of 4) above. Documentation of the expenses incurred must be provided as set forth in this Policy.

B. County Department Head and Farm Advisor at Cooperative Extension

County Department Head and Farm Advisor at Cooperative Extension shall be reimbursed on the same basis as non-classified employees under this Policy.

C. CAL FIRE Employees

California Department of Forestry and Fire Protection employees, under contract with the County, are eligible for reimbursement under this Policy, the same as County employees generally.

D. Volunteers or Interns

Volunteers or interns assigned and authorized by a Department Head to use their private vehicles to conduct County business will be reimbursed pursuant to Section IV of this Policy. The owner of the private vehicle must maintain the insurance coverage as required in Section IV.A.2.c., and their insurance coverage shall be primary in the event of an accident.

E. Other Governmental Agencies or Third Parties that Provide Reimbursement

When employees (and other individuals specified under this Policy) are entitled to reimbursement for part or all of travel expenses incurred on behalf of the County from other governmental agencies or third parties, they are required to seek reimbursement from these other agencies or third parties.

- 1) Reimbursement from other parties for County incurred expenses shall be remitted to the County if received by the employee/individual.
- 2) Employees traveling on County business and using County funds (receiving advance funds and/or submitting a travel claim) are required to comply with this Policy even though they or their department may be receiving full or partial reimbursement for their claim from another agency or a third party. The fact that another agency or third party may reimburse the County for an expenditure that is non-allowed under this Policy does not justify the expense unless the CEO, or designee, has provided written permission.

F. Job Applicants

The CEO, or designee, may authorize the reimbursement of actual and necessary travel and lodging expenses for a job candidate traveling to Napa for purposes of participating in an employment selection process. This reimbursement is not generally available to all job candidates, but only for those job recruitments the CEO, or designee, determines reimbursement is necessary to recruit a qualified person. The CEO shall set criteria for reimbursement that are consistent with the standards in Section IV of this Policy, relating to out-of-county travel.

XII. CLAIM SUBMISSION [See Sections III. and IV. for additional information]

A. General Policy

- 1) All **expense claims** (business travel and training/conference expenses) **other than**

monthly mileage claims should be submitted within ten (10) business days after completion of travel. Per Section IV.A.2.i., claims for monthly mileage should be submitted within five (5) business days of the end of the month in which the mileage occurred. Any expense claims or monthly mileage claims submitted beyond a six (6) month period or in a subsequent fiscal year require approval of the CEO or Assistant CEO prior to processing by the Auditor-Controller.

- 2) Claims for reimbursement of expenses must indicate the following:
 - a. purpose and location of the trip
 - b. cities and states traveled from/to (state is required only when traveling outside of California)
 - c. dates of travel
 - d. time of departure and return (not necessary when only claiming mileage reimbursement)
 - e. type of travel, e.g., business, training (Continuing Education or non-Continuing Education), conference, convention, and
 - f. For business-related meals: time and place of the meal, the business purpose of the meal and, if applicable, the business relationship of the employee and the other individuals provided a meal for which reimbursement is claimed.
- 3) Unless otherwise provided in this Policy, all expense claims shall be accompanied by required documentation and approved by the Department Head or designated representative of the Department Head.
- 4) Reimbursement shall be allowed only for the actual days of authorized travel.

B. Required Documentation

Employees (and other individuals eligible for reimbursement under this Policy) must complete and certify an itemized travel expense report upon return from travel. The following provisions must be followed in order for reimbursement of travel expenses to be made.

- 1) Expense claims may be submitted on forms prescribed by the Auditor-Controller; mileage claims may be submitted only once a month.
 - a. Each claim for travel or mileage expense shall contain a certification providing as follows:

“I certify the expenses submitted are accurate and comply with expense policy.”

The foregoing certification shall be in addition to any oath or certification required by law for the County of Napa claim forms.

- b. A travel cost comparison shall be attached to the expense claim for private vehicle travel in lieu of air travel.
 - c. Prior approval of the Department Head or designee is required. An e-mail approval may be acceptable so long as purpose and destination are included in the e-mail.
- 2) The original receipts or acceptable substitute (the Auditor may accept, at their discretion, other forms of documentation such as credit card receipts, invoices, statements, cancelled checks (copy of front and back)) shall be submitted with the claim for reimbursement for every item of expense, **except** that the following do not require receipts: taxi, public transportation, bridges and road tolls, parking meter fees, and overnight per diem amounts.

In cases where receipts cannot be obtained, a statement to that effect shall be entered on the expense claim and the reason given. In the absence of a satisfactory explanation, as may be determined by the Auditor-Controller, the amount involved shall not be allowed.

3) Documentation of Alternative Methods and Times of Travel

Employees should consider methods and times of travel to minimize costs to the County, for example, considering travel to a nearby, less expensive hub and renting a car. When an employee extends travel or travels to an alternative location to save money, written documentation substantiating the savings must be submitted with the reimbursement request. Employees who extend travel or travel to alternate destinations that result in increased expenses shall be required to pay for any such difference in cost.

XIII. PUBLIC DISCLOSURE

All County expenditures are public records subject to disclosure under the Public Records Act and other laws.

XIV. VIOLATION OF THIS POLICY

Use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following:

- 1) loss of reimbursement privileges
- 2) a demand for restitution to the County
- 3) the County's reporting of the expense reimbursement as income to state and federal tax authorities
- 4) civil penalties of up to \$1,000 per day and three times the value of the resources used and
- 5) prosecution for misuse of public resources. Except in the case of elected officials, use of public resources or falsifying expense reports in violation of this Policy may further result in disciplinary action, up to and including termination.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement And Qualified Service Organization Agreement (the “Agreement”) between Credible Behavioral Health, Inc. (the “Business Associate”) and Napa County (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, maintain, transmit, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”). Additionally, certain of Covered Entity’s operations will constitute a program (the “Part 2 Program”) as defined in federal alcohol and drug rehabilitation regulations at 42 C.F.R. Part 2 (“Part 2”). With respect to the Part 2 Program, Business Associate will also be a qualified service organization as defined under Part 2.

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations or Part 2 as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Napa, a hybrid entity, and its designated covered components, which are subject to the HIPAA Rules.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Media. “Electronic Media” shall have the same meaning as the term is defined in Section 160.103.

(f) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(g) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(h) Individual. “Individual” shall have the same meaning as the term

“Individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(i) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Exhibit is attached and made a part of.

(j) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Sections 164.502(b) & 164.514(d): *Standard: Minimum Necessary*.

(k) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(l) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

(m) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(n) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(o) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information. A Security Incident includes the attempted or successful unauthorized access, use, disclosure, modification, or destruction of or interference with systems operations in an information system which processes Protected Health Information that is under the control of Covered Entity, or Business Associate of Covered Entity, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(p) Security Rule. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(q) Subcontractor. “Subcontractor” means a subcontractor of Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of the Business Associate.

(r) Substance Use Disorder Records. “Substance Use Disorder Records” means the subset of PHI that is records, as defined under Part 2, provided Covered Entity has advised Business Associate in writing that such PHI constitutes records as defined under Part 2.

(s) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity.

4. Business Associate’s Obligations and Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is directly required to comply with the HIPAA Rules and that Business Associate (including its subcontractors) may be held directly liable and subject to penalties for failure to comply. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E of

45 CFR Part 164 of the Privacy Rule, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

(c) Business Associate shall not sell Protected Health Information.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment 1 to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Business Associate must make reasonable efforts to limit Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the use, disclosure, or request.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

(f) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 of the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth herein.

(g) Business Associate acknowledges that, with respect to Substance Use Disorder Records, Business Associate is obligated to comply with Part 2. Business Associate (i) shall use, disclose, and release Substance Use Disorder Records in accordance with Part 2 and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to Substance Use Disorder Records except as permitted by Part 2.

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received,

maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to the Minimum Necessary.

(b) Safeguarding Electronic Protected Health Information. Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information. Business Associate must secure all Electronic Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS) as applicable. Should Business Associate fail to comply with this provision, it agrees to hold harmless, defend at its own expense and indemnify Covered Entity in accordance with the terms of Section 9 of the Agreement, "Indemnification".

(c) Destruction of Protected Health Information on paper, film, or other hard copy media must involve either shredding or otherwise destroying the Protected Health Information so that it cannot be read or reconstructed.

(d) Should any employee or subcontractor of Business Associate have direct, authorized access to computer systems of Covered Entity that contain Protected Health Information, Business Associate shall immediately notify Covered Entity of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for Covered Entity to disable the previously authorized access.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any access, use or disclosure of Protected Health Information not permitted or provided for by the Agreement of which it becomes aware, including any breach as required at Section 164.410, or security incident,. Such notification will be made as soon as reasonably practicable and no later than 24 hours after discovery by telephone call at 707.253.4715, plus e-mail at Privacy.Officer@countyofnapa.org, and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent

contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make this documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, Business Associate shall cooperate with and coordinate with Covered Entity to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity, including Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party"), against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

(d) Survival. The obligations of Business Associate under this Section 9 shall survive this Agreement. Additionally, and notwithstanding anything to the contrary in this Agreement, any limitations of liability set forth in the Master Agreement, including Section 9 of the Software License and Master Services Agreement attached as an exhibit to the Master Agreement, shall be applicable to this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the reasonable time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Provided that Covered Entity has notified Business Associate as set forth in Section 11.(c) below, Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to enter into written agreements with any agent, subcontractor or vendor, to whom it provides Protected Health Information received from Covered Entity or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, that impose the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to

such information, including the requirement to notify the Business Associate as soon as reasonably practicable and no later than 24 hours of any instances of any breach, security incident, intrusion, or unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from Covered Entity or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. To the extent permitted by law, such disclosures shall be held in strictest confidence by Covered Entity. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from Covered Entity, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this Section 15 that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies.

(c) If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. Business Associate may retain only that Protected Health Information which is necessary for Business

Associate to continue its proper management and administration or to carry out its legal responsibilities. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(d) Covered entity may terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement and Business Associate has not cured the violation as set forth in Section 2.9.(a) of Exhibit C of the Master Agreement.

(e) Survival. The obligations of Business Associate under this Section 15 shall survive this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Rules.

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) 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 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.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Napa County Compliance and Privacy Officer
2751 Napa Valley Corporate Dr. Suite B
Napa, CA 94559
707.253-4715

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall

pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

ATTACHMENT 1 TO EXHIBIT E

As provided in Paragraph 5 of Exhibit E of this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified below, or as otherwise specified in this Agreement and the Master Agreement authorizing functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

EXHIBIT F

SOFTWARE LICENSE AND MASTER SERVICES AGREEMENT (MSA)



Customer Name:	Napa County Health and Human Services
Contact Name:	Carolina Harry
Address:	2751 Napa Valley Corporate Drive, Napa, CA 94559
Phone Number:	707-299-2116
Email Address:	carolina.harry@countyofnapa.org
Effective Date:	

This Software License and Master Services Agreement (this "Agreement") is made as of the Effective Date set forth above between Credible Behavioral Health, Inc. ("Vendor"), a Delaware corporation having its principal place of business at 315 Deaderick St., Suite 2300, Nashville, Tennessee 37238, and the Customer identified above.

1. Definitions. Capitalized terms used and not defined in this Agreement or in a Service Order Form have the meanings set forth below and in the Definitions.

(a) **Affiliate.** "Affiliate" means, with respect to a particular person or entity, another person or entity that directly or indirectly controls, is controlled by or is under common control with that particular person or entity by another person or entity. For this definition, "control" means the ability to direct the management and policies of another person or entity, either through ownership, by contract, or by law.

(b) **BAA.** "BAA" means the business associate agreement, attached hereto as Exhibit A and incorporated herein and made a part of this Agreement.

(c) **Billing Commencement Date.** "Billing Commencement Date" means the earlier of the actual completion of Customer training or the scheduled date for completion of Customer training that is set forth in the Project Plan (as adjusted for any delays not caused by Customer).

(d) **Customer Data.** "Customer Data" means any of Customer's information, documents, or electronic files that are provided to Vendor hereunder.

(e) **Documentation.** "Documentation" means any online or printed user manuals, functional specifications attached to this Master Agreement or Statements of Work that are provided to Customer by Vendor, and any derivative works of the foregoing.

(f) **Error.** "Error" means any reproducible material failure of the Software to function in accordance with its Documentation.

(g) **Go-Live Date.** "Go-Live Date" means the moment in time that Customer first logs into the Software for actual clinical documentation or file review/access for the purpose of clinical and/or billing functionality.

(h) **HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services, all as amended from time to time.

(i) **Implementation Scope.** "Implementation Scope" means the scope of services and project duration, described in the Service Order Form, that is included in the implementation price for the Customer implementation. The Implementation Scope will be determined by Vendor based on the scope that it deems appropriate for an organization with Customer's size and lines of business.

(j) **Named User.** "Named User" means a named individual to whom Customer has granted access to use the Software on Customer's behalf.

(k) **P1 Error.** "P1 Error" means an Error in the Software that (i) causes all of Customer's Named Users at a location or facility to be unable to access or use any of the critical functions of the Software, and for which no workaround is available or (ii) an Error in the Software that poses a material risk of a Breach of PHI that is Unsecured Protected Health Information (as defined in the BAA).

(l) **P2 Error.** "P2 Error" means an Error in the Software that causes either (i) some of Customer's Named Users to be unable to access or use any of the critical functions of the Software, or (ii) some, but not all, of the critical functions of the Software to be inaccessible or non-functional for all of Customer's Named Users at a location or facility, in either case where there is no workaround available.

(m) **P3 Error.** "P3 Error" means an Error in the Software is not a P1 Error or P2 Error.

(n) **Product Enhancements.** "Product Enhancements" means any new features, new modules, or other extensions or modifications of the Software requested by Customer and developed by Vendor pursuant to a Service Order Form or Service Change Form. "Product Enhancements" does not include new features, new modules, or extensions or modifications of the Software to the extent incorporated into a general Update.

(o) **Service Order Form.** "Service Order Form" means a document signed by authorized representatives of both parties and itemizing the Software and services purchased by Customer thereunder.

(p) **Software.** "Software" means those computer programs designated on one or more Service Orders Forms or Service Change Forms to be provided to Customer by Vendor hereunder, including any Product Enhancements and Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing.

(q) **Support.** "Support" means the ongoing services by Vendor to support the Software as defined in Section 3 below.

(r) **Update.** "Update" means any patch, bug fix, release, version, modification or successor to the Software.

2. License

(a) **License.** During the Term and subject to the terms and conditions of this Agreement, Vendor hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Software in object code form for its

internal business purposes only. The license in the preceding sentence is limited to the number of Named Users for which Customer has paid in accordance with the applicable Service Order Form or Service Change Form, and to Customer's external auditors to the extent required to perform an audit of Customer or its facilities. All rights in and to the Software not expressly granted herein are reserved to Vendor.

(b) License and Use Restrictions. Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software; (ii) modify, create derivative works based upon, or translate the Software; (iii) transfer or otherwise grant any rights in the Software in any form to any other party; (iv) take any action or omit to take any action constituting information blocking as defined in 42 U.S.C. § 300jj-52 and regulations thereunder in connection with this Agreement, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

(c) Customer Feedback. Vendor shall have, and Customer hereby grants to Vendor, a perpetual, worldwide, transferable, sublicensable, irrevocable, royalty-free right and license to use, modify, or incorporate into the Software, Support, Product Enhancements, or any other Vendor products and services any ideas, suggestions, enhancements, recommendations, or other feedback provided by or on behalf of Customer.

(d) Customer Data. Customer owns all right, title and interest in the Customer Data. Customer hereby grants to Vendor, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the Software and for providing benchmarking services and reports that do not uniquely identify Customer. Vendor shall not use the Customer Data except as necessary to perform its obligations hereunder or otherwise permitted or required by this Agreement, including the BAA.

(e) Named Users; Security. Customer is solely responsible for maintaining the security of all usernames and passwords granted to it or its Named Users, for the security of its information systems used to access the Software, and for its users' compliance with the terms of this Agreement. Vendor has the right at any time to terminate access to any user if Vendor reasonably believes that such termination is necessary to preserve the security, integrity, or accessibility of the Software or Vendor's network.

3. Support and Training.

(a) Services Generally. Except as set forth herein, Vendor shall provide services and support as specified on the applicable Service Order Form or Service Change Form. Support does not include, and Vendor is not obligated to provide services for, (i) development of Product Enhancements, or (ii) any Service Change (as defined in Section 4(b) below).

(b) Updates. Vendor shall deliver to Customer any Updates of the Software at no charge unless the Update includes third party components for which additional charges apply.

(c) Customer System Administrators. Customer shall at all times have at least one and no more than five designated Customer System Administrators, who will be the primary points-of-contact between Vendor and Customer for support issues. Customer System Administrators must also be Named Users. Customer may only change a Customer System Administrator upon written notice (which may be by email) to Vendor.

(d) Support Procedures. Customer shall route all Software-related support questions to a Customer System Administrator. If the Customer System Administrator is unable to resolve the issue, then the Customer System Administrator may contact Vendor for support. Support is available during normal business hours as set

forth in the Service Order Form. After-hours telephone support is available to Customers for P1 Errors.

(e) Error Response Times. In the event of a P1 error, Vendor shall provide a preliminary response to Customer within 60 minutes of its awareness of the Error and shall use its reasonable efforts to provide updates to Customer every three hours until the Error is resolved. In the event of a P2 Error, Vendor shall provide a preliminary response to Customer within 4 hours during normal business hours or by 10 AM Central Time the next business day if reported after normal business hours. In the event of a P3 Error, Vendor shall provide a preliminary response to Customer within one business day of its awareness of the P3 Error and shall use its reasonable efforts to provide updates to Customer once every week until the P3 Error is resolved.

(f) Error Correction Times. Vendor shall use commercially reasonable efforts to correct all Errors. For P1 Errors, Vendor shall use its best efforts to correct the P1 Error or provide a reasonable workaround within 4 hours of its awareness of the P1 Error. For P2 Errors, Vendor shall use its best efforts to correct the P2 Error or provide a reasonable workaround within 3 business days of its awareness of the P2 Error. Customer shall provide such access, information, and support as Vendor may reasonably require in the process of resolving any Error.

(g) Support Exclusions. Vendor is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support were created in whole or in part by:

(i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the Software or its operating environment;

(ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Vendor's firewall, but not excluding failures or defects of Vendor's connectivity or hosting vendors);

(iii) Customer's use of the Software other than in accordance with the Software's documentation; or

(iv) a Force Majeure Event.

(h) Support Fees. Vendor has the right to bill Customer at its standard services rates for any support issues excluded by Section 3(g) above.

(i) Hosting Service Levels. Vendor shall provide hosting for the Software. Provided that Customer is current with respect to all amounts owing to Vendor hereunder, Vendor shall comply with the following service level agreement with respect to the production environment:

(i) Vendor shall provide Customer with Software availability ("Uptime") of at least at 99% during any calendar month beginning the first full calendar month after the Go-Live Date, calculated on a monthly basis and subject to the exceptions below.

(ii) The Software is considered unavailable for any period of time (measured in minutes) ("Downtime") during which the Software is materially impaired such that Customer or its Named Users cannot access the Software on Vendor's servers. Downtime does not include periods of time during which the Software is unavailable as a result of (a) Scheduled Maintenance, (b) the acts, omissions, negligence or willful misconduct of Customer, (c) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Vendor's firewall), (d) unplanned maintenance to implement urgent security patches or to address other urgent information security matters, or (e) a Force Majeure Event.

(iii) "Scheduled Maintenance" means any planned maintenance by Vendor that might cause the Software to be unavailable to Customer or its Named Users. Vendor shall not perform Scheduled Maintenance between the hours of 7:00 AM and 9:00 PM Central Time. Vendor shall make commercially reasonable efforts to notify Customer by e-mail at least 3 business days in advance of any Scheduled Maintenance.

(iv) For any calendar month in which Uptime is less than 99%, Vendor shall issue a credit (a "Service Level Credit") against Customer's next invoice in an amount determined according to the following percentages of monthly recurring charges for the affected Software (excluding any one-time fees that Customer is paying on a monthly amortized basis):

Uptime	Credit
At least 90% but less than 99%	5%
At least 80% but less than 90%	25%
Less than 80%	50%

(j) Limitation of Remedies. Correction of Errors as defined in this Agreement and the Service Level Credits as set forth above are Customer's sole remedies for any Errors in the Software or any failure by Vendor to meet the Uptime commitment set forth herein, except for the termination remedy set forth in Section 6(c) below.

(k) Training. Vendor shall provide training as specified on the applicable Service Order Form or Service Change Form.

4. Implementation

(a) Project Plan. Upon execution of the Service Order Form, the parties shall create and agree upon a plan in writing that is consistent with the Implementation Scope for the completion of the project (the "Project Plan"). Vendor and Customer shall develop and implement the Software in accordance with this Project Plan.

(b) Service Changes. Customer may request changes to a Service Order Form or Project Plan by delivering a written statement of the desired changes (a "Service Change Request"). Upon receipt of a Service Change Request, if Vendor is willing to consider implementing the changes, Vendor shall prepare a written statement including any estimated impact of the requested change on costs and on the Project Plan (a "Service Change Form"). Once a Service Change Form has been executed by authorized representatives of both parties, then Vendor shall develop or implement the Software in accordance with the original Service Order Form as amended by the Service Change Form, and the executed Service Change Form will be deemed an amendment to, and a part of, the Service Order Form to which it relates. For further clarification, Vendor is not obligated to implement changes to a Service Order Form other than pursuant to a Service Change Form executed by authorized representatives of both parties.

(c) Adjustments for Customer Delays. The Implementation Scope and Project Plan are based on Vendor's determination of best practices for a successful implementation. If Customer wishes to delay the implementation due to no fault of Vendor, Vendor may begin invoicing Customer on the Billing Commencement Date. Customer acknowledges that if an implementation is delayed, Vendor may redeploy the current project team to another implementation and cannot guarantee the same team will be available to return to the project once it resumes. Additionally, if through no fault of Vendor, the timeline exceeds what was specified in the Implementation Scope, Vendor will prepare a Statement of Work for the remaining time required and Customer shall pay for the additional hours at the then current time and materials rates.

(d) Product Enhancements

(i) Customer may request Product Enhancements, and Customer shall pay for the development of any Product Enhancements that Vendor agrees to develop. Vendor is not obligated to develop any Product Enhancements except pursuant to a mutually-agreed upon Service Order Form, Service Change Form or Statement of Work specifying the Product Enhancements to be developed and any applicable pricing, if other than standard time and materials.

(ii) Upon execution of a Service Order Form, Service Change Form or Statement of Work specifying Product Enhancements, the parties shall adhere to the process set forth in this Section for designing, developing, implementing, and testing the Product Enhancements.

(iii) At no charge to Customer, Vendor shall modify the Software to implement any changes mandated by Federal regulatory changes that are applicable to all customers.

(iv) To the extent that a Customer requires a modification to the Software to implement changes mandated by a payor or MCO, that modification will be treated as a Product Enhancement for all affected customers, and Vendor shall provide that Product Enhancement at its then current time and materials rates, and Customer and all other customers affected by that same change shall pay an equal pro rata portion of the total cost.

5. Financial Terms

(a) Fees. In return for the products, services and licenses provided by Vendor to Customer hereunder and pursuant to the applicable Service Order Form or Service Change Form, Customer shall pay to Vendor the fees in the amount and on the schedule set forth on the Service Order Form or Service Change Form. Unless specified to the contrary on a Service Order Form or Service Change Form, monthly recurring fees will commence upon the Billing Commencement Date; if the Billing Commencement Date is not the first of the month, the fees for that month will be pro-rated based on the number of days remaining in that month. Fees for add-on modules will commence upon the Go-Live Date for each such modules. All dollar amounts refer to U.S. dollars.

(b) Expenses. Customer shall reimburse Vendor for its reasonable and necessary expenses (including travel and travel-related expenses).

(c) Billing Practices. Vendor bills all time-based charges in quarter hour increments. For services provided on-site on Customer premises that require travel of more than 50 miles, Customer shall pay for a minimum of 8 hours for each such day of services, plus travel time.

(d) Payment Terms. Vendor shall invoice Customer monthly in advance for all recurring charges, which invoices will also include all non-recurring charges and expenses incurred since the previous invoice. Customer shall pay all Vendor invoices within 30 days of the invoice date. If Customer is delinquent in payment of any portion of an invoice that it has not disputed in good faith, Vendor may, in addition to other remedies it may have, including termination, limit any or all of Customer's Named Users to read-only access to the Software. Customer agrees to pay interest on delinquent amounts at the rate of one and one half percent (1½%) per month (or, if lower, the maximum amount permitted by law) that a payment is overdue. If Vendor takes any legal action to collect on delinquent amounts, Customer shall reimburse Vendor for its actual costs incurred in pursuing such action, including but not limited to legal fees and court costs.

(e) Taxes. Customer shall pay or shall reimburse Vendor for all sales taxes and other taxes, however characterized by the taxing authority, based upon the license fees or other charges under this Agreement or otherwise incurred on account of

Customer's use of the Software, except for any taxes based upon Vendor's net income or gross receipts or for any franchise or excise taxes owed by Vendor. If Customer is a tax-exempt organization, then, upon Vendor's receipt of proof of such status, then Vendor shall not charge Customer for any taxes from which Customer is exempt.

(f) Product Innovation Increases. In order to support Vendor's ongoing research and development of the Software, commencing 18 months from the Term Start Date, Customer's Monthly Recurring Charges will automatically increase on an annual basis by 3.50 % of the monthly Software enterprise fee.

6. Term and Termination

(a) Term. This Agreement commences on the Effective Date hereof and will continue for an initial term of 60 months from the latter of the Effective Date or the Term Start Date set forth in the initial Service Order Form (the "Initial Term"). Thereafter, this Agreement will automatically renew for an unlimited number of 60 month renewal terms (each, a "Renewal Term"), unless either party notifies the other party of its intention not to renew at least 90 days in advance of the expiration of the then current term. The "Term" of this Agreement shall be the Initial Term and any Renewal Terms.

(b) Termination for Cause. Either party can terminate this Agreement for cause upon written notice to the other party:

(i) if a party fails to pay the other party any delinquent amounts owed to the other party hereunder within 10 days of written notice by the other party specifying the amounts owed;

(ii) in the case of Vendor, immediately upon any breach by Customer of Section 2(b) above;

(iii) if the other party has committed any other material breach of its obligations under this Agreement (including, without limitation, the BAA) and has failed to cure such breach within 45 days of written notice by the non-breaching party specifying in reasonable detail the nature of the breach (or, if such breach is not reasonably curable within 45 days, has failed to begin and continue to work diligently and in good faith to cure such breach); or

(iv) upon the institution of bankruptcy or state law insolvency proceedings against the other party, if such proceedings are not dismissed within 30 days of commencement.

(c) Termination for Repeated SLA Violations. If Vendor fails to achieve the Service Level Agreements specified in Section 3(i) above for any 3 consecutive months, or for any 6 months during any 12 consecutive month period, then Customer has the right to terminate this Agreement on 90 days prior written notice delivered at any time during the 60 day period immediately following the month in which the termination right first arises.

(d) Obligations Upon Termination. Upon termination of this Agreement:

(i) To the extent that Customer has not obtained an electronic copy of its Customer Data through any export functionality of the Software and requests an electronic copy of its Customer Data within 30 days of termination, then Vendor shall send Customer an electronic copy of its Customer Data in a structured file export within 30 days of receipt of the request and Customer shall pay Vendor a fee for such export of \$150 per hour;

(ii) Vendor shall immediately terminate access to the Software by Customer and its Named Users; and

(iii) if the Agreement is wrongfully terminated by Customer, or if Vendor terminates the agreement due to a breach by Customer, then, in addition to any other remedies that may be available to Vendor, Customer shall pay Vendor a termination fee equal to the then current minimum monthly

recurring fees multiplied by the number of months remaining in the then current term.

7. Confidentiality

(a) Definition of Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Company is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

(b) Exclusions. Notwithstanding the above, the term "Confidential Information" does not include any information that is:

(i) readily discernible from publicly-available products or literature; or

(ii) approved for disclosure by prior written permission of an executive officer of the disclosing party; or

(iii) protected health information, as defined under HIPAA (because such information is subject to the provisions of the BAA).

(c) Confidentiality of Confidential Information. Each party receiving Confidential Information from the other party shall maintain the confidentiality of the Confidential Information. The receiving party shall only use or disclose to any third party the disclosing party's Confidential Information (i) for Vendor or Customer to perform its obligations or exercise its rights under this Agreement and when the third party is required to protect the confidentiality of the Confidential Information, (ii) in accordance with Section 7(d) or 7(e), or (iii) with the disclosing party's express written authorization.

(d) Required Disclosures. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(e) Communications. Notwithstanding anything to the contrary, this Agreement shall not be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification at 45 C.F.R. § 170.403(a). Further, Customer shall not impose any prohibition or restriction on any third party that prohibits or restricts any communication in a manner that violates the Condition of Certification.

(f) Return of Information. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

(g) Survival. The parties hereto covenant and agree that this Section 7 will survive the expiration, termination, or cancellation of

this Agreement for a period of 3 years, except for Confidential Information described in Section 7(a)(A), with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

8. Indemnification

(a) Indemnification. Each party shall indemnify the other, the other's Affiliates, and all of their stockholders, officers, directors, agents, and employees (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unAffiliated third party (i) alleging that the use in accordance with this Agreement of the Software or the services infringes or misappropriates any intellectual property rights of the unAffiliated third party (only in the case of Vendor as the indemnifying party), (ii) alleging that Vendor's use of the Customer Data, in accordance with this Agreement, infringes or misappropriates any intellectual property or privacy rights of the unAffiliated third party (only in the case of Customer as the indemnifying party), (iii) alleging negligent or other improper acts or omissions in the provision of health care items or services to patients (only in the case of Customer as the indemnifying party); or (iv) that arises or is alleged to have arisen solely out of the intentional misconduct of the indemnifying party (each a "Third Party Claim"). Notwithstanding the foregoing, if the Software becomes the subject of such a claim of infringement then Vendor may, at its option: (x) procure for Customer the right to use the Software free of any liability for infringement; (y) replace or modify the Software to make it non-infringing but with reasonably comparable functionality; or (z) if Vendor determines that the previous two options are not available on a commercially reasonable basis, grant to Customer a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Customer for the affected Software. Furthermore, Vendor has no liability for, and no obligation to indemnify Customer against, any Third Party Claim arising or alleging based in whole or in part on use of the Software other than as specified in this Agreement, or its documentation, including use with third party hardware and software products not specifically authorized by Vendor.

(b) Indemnification Process. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third Party Claim, stating the nature and basis of the Third Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third Party Claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only

the payment of money damages to be paid by the Indemnifying Party.

(c) Sole Remedy. Indemnification pursuant to this Section is the parties' sole remedy for any third party claim against the other party relating to the matters subject to indemnification.

9. Disclaimers and Limitations

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, VENDOR DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY VENDOR, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. VENDOR MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. VENDOR HAS NO LIABILITY WITH RESPECT TO THE SOFTWARE, SERVICES, ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, CUSTOMER'S SOLE REMEDIES FOR ANY ERROR CONSTITUTING A BREACH OF THIS AGREEMENT BY VENDOR ARE (i) CORRECTION OF ERRORS AS SET FORTH HEREIN, (ii) IF APPLICABLE, THE REPROCESSING OF ANY DATA THAT IS INCORRECT AS A RESULT OF THE BREACH, AND (iii) APPLICATION OF ANY APPLICABLE SERVICE LEVEL CREDITS AS DESCRIBED IN THIS AGREEMENT.

(d) EXCEPT FOR SERVICE LEVEL CREDITS APPLIED AS DESCRIBED ELSEWHERE IN THIS AGREEMENT, VENDOR'S TOTAL LIABILITY TO CUSTOMER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO VENDOR BY THE CUSTOMER IN RESPECT OF USER LICENSES FOR THE SOFTWARE DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

10. General

(a) Ownership of Intellectual Property. Vendor owns all right, title and interest in and to the Software and Documentation as well as all Vendor trademarks and intellectual property rights in connection therewith. To the extent that such rights do not automatically vest in Vendor as works made for hire, Customer hereby assigns any and all right, title and interest, including any intellectual property rights, it may have or acquire with respect to the Software and Documentation, and Customer agrees, at Vendor's expense, to take any and all actions reasonably requested by Vendor to secure such rights for Vendor. Customer

shall not challenge Vendor's ownership of the Software or Documentation nor any part thereof.

(b) Promotional Materials. Either party may include statements, and may use the other party's name and logos, in its website, commercial advertisements and promotional materials for the sole purpose of indicating that Customer is a user of the Software.

(c) Non-Solicitation. Customer shall not, during and for 2 years after the termination or expiration of this Agreement, by either party and regardless of reason, hire or attempt to hire, directly or indirectly, any person who, during the previous twelve months, was an employee of Vendor. If Customer breaches this paragraph, Customer shall pay Vendor liquidated damages in the amount of six months of the employee's gross compensation. The preceding liquidated damages remedy is in addition to, and not in lieu of, any other remedy that Vendor may have in law or in equity.

(d) No Penetration Testing. Customer acknowledges and agrees that certain laws prohibit any unauthorized attempt to scan, test, or penetrate Vendor's computer systems. In no event shall Customer or any third party acting on its behalf conduct any testing, penetration testing, "white hat" hacking, scanning, or intrusion or attempted intrusion into Vendor's system(s), platform, software, and/or information technology security processes ("Testing") without the express prior written consent of an authorized officer and General Counsel of Vendor in each instance.

(e) Removed.

(f) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the obligations of the other party (the "Performing Party") under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party (including, but not limited to, any natural or human-made disaster, public health emergency, public safety incident, war, terrorist attack, civil insurrection, strike or other labor unrest, telecommunication or internet service interruption, or act of military, civil, or regulatory authority), and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds and does not excuse Customer's non-payment of amounts due under this Agreement. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event.

(g) Assignment. Customer shall not assign any of its rights under this Agreement, except with the prior written consent of Vendor. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

(h) Notices. Notices under this Agreement shall be in writing and sent to Vendor at Attn: Chief Financial Officer, Qualifacts Systems, LLC, 315 Deaderick St., Suite 2300, Nashville, Tennessee 37238, and to Customer's Contact at the address as set forth at the top of page one of this Agreement. Such notices

shall be deemed given (i) when personally delivered, (ii) on the third business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

(i) Nature of Relationship. Vendor shall perform this Agreement as an independent contractor to Customer, and nothing contained herein shall be deemed to create any agency or other relationship between the parties or any of their Affiliates. Neither party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other party.

(j) Governing Law; Venue. The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Except as set forth in Section 10(k) below, any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Nashville, Tennessee; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(k) Arbitration. Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Nashville, Tennessee in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary to protect trademarks, copyrights, or other rights or property pending the establishment of the arbitral tribunal or its determination of the merits of the controversy. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys' fees and expenses, to the prevailing party.

(l) Recovery of Litigation Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

(m) Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

(n) Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in

conformity with the parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(o) Entire Agreement. This Agreement (including, without limitation, the BAA) and any Service Order Forms, Service Change Forms and Statements of Work hereunder, constitute the final agreement between the parties. In the event of any conflicts between this Agreement, a Service Order Form, a Service Change Form and/or a Statement of Work, the order of precedence is the order set forth in this sentence, except to the extent that the conflicting document expressly states its intention to override a specific provision of the controlling document. To the extent of any conflict between a provision of the BAA and any other provision of this Agreement, the BAA provision shall control. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement. Further, by executing this Agreement and any Service Order Form or Service Change Form, the parties expressly acknowledge and intend that the terms contained in such documents related to the content and manner of a request for access, exchange, or use of electronic health information, including any and all terms related to fees, reflect the parties' mutual agreement (in an arms' length transaction without coercion) and meet the "content" and "manner requested" conditions of the Content and Manner Exception at 45 C.F.R. §§ 171.301(a) and (b)(1), respectively.

(p) Amendments. The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. Notwithstanding the foregoing, in

the event that Vendor reasonably determines that a change in a statute, regulation or other law requires an amendment to this Agreement, then Vendor may amend this Agreement as necessary to bring this Agreement into compliance with the law by delivering written notice to Customer. The amendment shall be effective upon the earlier of the effective date of the change in law or a date at least 60 days after delivery of the written notice. In the event that Customer objects to the amendment, Customer may terminate this Agreement upon 60 days advance written notice to Vendor unless Vendor agrees to withdraw the amendment.

(q) No Third Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each party.

(r) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 9, and 10 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(s) No Federal Claims. Both parties agree that the Software is proprietary operating/vendor software as that term is used in of 45 CFR 95.617(c) and is not subject to any state or federal claims or rights.

(t) Counterparts. This Agreement may be executed and delivered by facsimile or other electronic means in separate counterparts, each of which shall constitute an original, but all such counterparts shall constitute one and the same instrument. Manually-executed counterparts may be delivered in faxed or scanned electronic form, each of which (whether originally executed or such a faxed or scanned electronic document) shall be deemed an original, and all of which together shall constitute one and the same instrument. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties.

(u) Authorized Representatives. The individual signing on behalf of each party below represents and warrants to the other party that such individual is authorized to enter into this contract on behalf of, and to bind, the party for which he or she is signing.

NAPA COUNTY HEALTH AND HUMAN SERVICES

By:

Print: Ryan Gregory

Title: Chair, Napa County Board of Supervisors

Date:

CREDIBLE BEHAVIORAL HEALTH, INC.

By:

Print: JEREMY LANDA

Title: CFO

Date: 9/9/2022



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1752

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement No. 230162B with the California Department of Public Health, Women, Infants and Children Division

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Agreement No. 230162B with the California Department of Public Health (CDPH), Women, Infants and Children (WIC) Division in the amount of \$2,827,773, for the term of October 1, 2022 through September 30, 2025, to provide tools and strategies for improving and maintaining health through age-appropriate nutrition education; breastfeeding promotion and support; and referrals to health care, public assistance, and other needed programs.

EXECUTIVE SUMMARY

Approval of today's action will authorize the acceptance of revenue in the amount of \$2,827,773, over a 3 year period, from the CDPH WIC Division. Administration of the Napa County WIC, through the Public Health Division of HHSA, provides services to nearly 4,000 participants through sites in Napa, St. Helena, Calistoga and American Canyon

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Public Health Division
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This agreement terminates on September 30, 2025. Appropriations have been included in the approved Fiscal Year 2022-2023 budget and future fiscal years will be budgeted accordingly.

Consequences if not approved: If the recommended action is not approved, there will be no federal revenue passed through to the state to cover Fiscal Year 2022-2023 budgeted costs of the WIC program. If funding is not available, HHSA may be unable to operate or continue the program at the same level of service.

County Strategic Plan pillar addressed: Livable Economy for All

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federally funded nutrition program that provides supplemental healthy foods, nutrition education and breastfeeding support to a specific target population as an adjunct to ongoing health care. WIC is available at no cost to eligible low income pregnant, breastfeeding and postpartum women and children under the age of five. The goal of the WIC program is to nourish, educate, support, and empower families in building a healthy future. Approximately half the infants born in Napa County receive WIC services. The monthly food benefits issued by WIC increase participant access to healthy foods and contribute to the local economy. The revenue accepted is consistent with the amount given in the previous years and will go towards administrating the program.

The revenue is budgeted as follows:

Year 1 - October 1, 2022 through September 30, 2023: \$942,591

Year 2 - October 1, 2023 through September 30, 2024: \$942,591

Year 3 - October 1, 2024 through September 30, 2025: \$942,591

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-10264

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Napa County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement is:

\$ 2,827,773.00 Two Million Eight Hundred Twenty-Seven Thousand Seven Hundred Seventy-Three Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	19
Attachment I	Statement of Work, Services to be Performed	10
Exhibit B	Budget Detail and Payment Provisions	4
+ Attachment I -	Budget Detail	1
+ Attachment II -	Facility Costs	1
+ Exhibit C * -	General Terms and Conditions	GTC
+ Exhibit D -	Special Terms and Conditions	18
+ Exhibit E -	Additional Provisions	7
+ Exhibit F -	Federal Terms and Conditions	8
+ Exhibit G -	Information Privacy and Security Requirements	13
+ Exhibit H -	Contract Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Napa County

CONTRACTOR BUSINESS ADDRESS

2751 Napa Valley Corporate Dr., Building B

CITY

Napa

STATE

CA

ZIP

94558

PRINTED NAME OF PERSON SIGNING

Ryan Gregory

TITLE

Chair of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-10264	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED AS TO FORM

Office of County Counsel

By: Date: 7/26/22



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1769

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Director Health and Human Services Agency

REPORT BY: Summer Isham, Contracts Supervisor

SUBJECT: Amendment No. 3 to Revenue Agreement with California Department of Health Care Services and Amendment No. 2 to Agreement with Community Health Initiative Napa County, Inc. (Medi-Cal Health Enrollment Navigators Project)

RECOMMENDATION

Director of Health and Human Services Agency (HHSA) requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 200303B with the California Department of Health Care Services (DHCS) for a maximum of \$630,477, for the term January 1, 2020, through September 30, 2022, for the Medi-Cal Health Enrollment Navigators Project (Navigators Project), and to sign Amendment No. 2 to Agreement No. 210259B with Community Health Initiative Napa County, Inc. (CHI), for a new maximum of \$163,544, for the term January 1, 2021, through September 30, 2022, to make use of the Revenue Agreement from DHCS for Medi-Cal Outreach & Enrollment activities.

EXECUTIVE SUMMARY

Approval of today's action will:

1. Amend a current Revenue Agreement with DHCS to extend the term of the agreement through September 30, 2022, in order to allow for more time to expend funding for the Navigators Project services and activities pursuant to AB 74; and
2. Amend a current Agreement with CHI to extend the term of the agreement through September 30, 2022, as well, and increase the contract maximum by \$40,000 to a new maximum of \$163,544, in order to fully expend the Revenue Agreement from DHCS to use towards continued Medi-Cal Outreach & Enrollment. Exhibit A is revised to expand services to include outreach to current beneficiaries to ensure continued Medi-Cal coverage once the Public Health Emergency (PHE) is lifted. Exhibit B is revised to include the additional funding being added by virtue of this amendment.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health and Human Services Agency, Self Sufficiency Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	These agreements are discretionary in that there is no mandate to extend their terms, however, acceptance of this extension allows the Navigators Project to enroll and retain more Napa County residents in the Medi-Cal program.
Is the general fund affected?	No
Future fiscal impact:	None, these agreements expire September 30, 2022.
Consequences if not approved:	If these agreements are not approved, Napa County will be unable to fully expend the Navigators Project funding.
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 Self-Sufficiency Services Division (SSSD) of HHSA will utilize this extension of the current Revenue Agreement with DHCS to continue funding the current agreement with CHI. CHI utilizes the Navigators Project funds to assist individuals with completing applications and renewals at onsite and outreach locations. The additional funding will allow CHI to continue to provide these services through September 30, 2022.

Assembly Bill (AB) 74 (Chapter 23, Statutes 2019) authorizes DHCS to manage and fund Medi-Cal outreach, application assistance, enrollment, and retention services, called "Navigators Project Funding". As part of the May 2022 Revision of the Governor's Budget, it included the proposal of additional funds and an extension of time in order to expend them, to the Health Navigators Project. DHCS offered a contract extension of an additional quarter of the current agreement to current partners. The contract extension is from June 30, 2022, through September 30, 2022.



The Agency utilizes this allocation fund for outreach, enrollment and retention through existing staff and a contract with CHI. As a condition of the grant funding, the County is required to collaborate with one or more CBOs to develop, conduct and implement effective tools and methods to expand Medi-Cal outreach, application assistance, increase Medi-Cal enrollment and contribute efforts to retention for the uninsured, target populations.

HHSA's SSSD, along with Agency and community partners, aims to improve and increase the outreach,

application assistance, enrollment and retention efforts and reach uninsured county residents who may be eligible to Medi-Cal, with a focus on the hard to reach targeted populations.

These amendments are coming to the Board of Supervisors at this time because the Agency was not notified of the DHCS grant extension until June 10, 2022, and subsequent discussions regarding clarification were needed in regard to that Amendment. CHI has been continuing to perform these services because it is part of the work they otherwise conduct, and approval of their Amendment will allow Napa County to provide support to them through the provision of funding dedicated for this very purpose.

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

1. This amendment is entered into between the Department of Health Care Services and the County named below:	
Napa County	
2. Performance Period: June 04, 2020 through September 30, 2022	
3. Administrative Close-Out Period: Not Applicable	
4. Prior Agreement Amount: \$ 630,477.00	
5. Amendment Effective Date: Upon DHCS counter-signature, unless otherwise specified.	
6. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Allocation Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.	
I. Purpose of amendment: This Amendment shall be used to increase or decrease the approved Allocation Agreement Budget Plan or to modify the approved Performance Period end date due to approved revisions to the original Work Plan and/or Goals and Objectives. Revisions may be due to the following: <ul style="list-style-type: none"> a. Modifications to work plan activities due to the impacts of COVID-19 and the need to reassess outreach opportunities. b. Additions or reductions to targeted population(s). c. Addition of new activities due to creative workarounds during the pandemic, such as review of Cal-Fresh in-reach cases. d. Addition of new Community-Based Organization (CBO) partnerships. e. Updates to goals and objectives. f. Revisions to projected enrolled and retained numbers. g. Requests for additional funding due to work plan revisions or other necessary considerations. 	
II. Amended Allocation Agreement Documents: <ul style="list-style-type: none"> a. Revised Budget Plan – A3 – Attachment 1 b. Revised Work Plan – A3 – Attachment 2 	
III. Changes made in this amendment must be made as bold and <u>underline for new additions</u> , while deletions must be made as strikethrough text (i.e. strike).	
REVISED ALLOCATION AMOUNT NOT TO EXCEED \$630,477.00	SIX HUNDRED THIRTY THOUSAND, FOUR HUNDRED SEVENTY-SEVEN DOLLARS
The General and Special Provisions attached are made a part of and incorporated into the Agreement.	
COUNTY OF NAPA	DEPARTMENT OF HEALTH CARE SERVICES STATE OF CALIFORNIA
1195 THIRD STREET, SUITE B10, C/O 2751 NAPA VALLEY CORPORATE DR., BLDG B NAPA, CA 94559	ATTN: HEALTH ENROLLMENT NAVIGATORS SECTION MEDI-CAL ELIGIBILITY DIVISION PO BOX 997417, MS 4607 SACRAMENTO, CA 95899-7417
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE):
	
PRINTED NAME AND TITLE OF PERSON SIGNING: Ryan Gregory, Chair of the Board of Supervisors	PRINTED NAME AND TITLE OF PERSON SIGNING: Sandra Williams, Division Chief
DATE SIGNED:	DATE SIGNED:

Approved as to form:
Dated: 9/13/2022
/S/ SUSAN B. ALTMAN
Susan B. Altman, Deputy County Counsel

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

TERMS AND CONDITIONS OF ALLOCATION

The County shall be responsible for the performance of the work as set forth herein below and for the preparation of deliverables and reports as specified in this Agreement. The County's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

Special Provisions

1. County shall complete all work in accordance with an approved Work Plan which will be included in this Agreement as Attachment 2.
2. Rights in Data and Reporting: The County agrees that all data and reports produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such data and reports, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so.

General Provisions

A. Definitions

- A. The term "Allocation" as used herein means the Health Navigators Allocation funding authorized by AB 74 (Chapter 23, Statutes of 2019).
- B. The term "Agreement" as used herein means an allocation agreement between the State and County specifying the payment of an Allocation Amount by the State for the performance of work plan within the Project Performance Period by the County.
- C. The term "County" as used herein means the party described as the County on page one (1) of this Agreement.
- D. The term "Allocation Amount" as used herein means funds awarded to the County by the State.
- E. The term "Project Performance Period" as used herein means the period of time that the Allocation Amount is available as described on page one (1) of this Agreement.
- F. The term "Project Representative" as used herein means the person authorized by the County to be responsible for the Allocation and is capable of making daily management decisions.
- G. The term "State" as used herein means the Department of Health Care Services.
- H. The term "Community Based Organization," or "CBO," as used herein means a public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segments of a community, and provides educational or related services to individuals in the community, as stated in 20 U.S.C.A § 7801(5).
- I. The term "Administrative Closeout Activities" as used herein means activities engaged in after the end of the Project Performance Period stated on page one (1) of this

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

Agreement to closeout or wind down all administrative Health Navigator Project activities.

B. Allocation Execution

1. County agrees to complete the activities in accordance with the time of the Allocation Performance Period and under the terms and conditions of this Agreement.
2. County shall comply with the provisions of AB 74 (Chapter 23, Statutes of 2019).
3. County agrees to submit in writing any deviation from the attached work plan to the State for approval prior to implementation of changes.

C. Allocation Costs

Subject to the availability of the Allocation Amount, the State hereby grants to the County funding not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement.

The Allocation Amount to be provided to the County, under this Agreement, may be disbursed as follows:

1. To Community Based Organizations (CBOs): County shall disperse any amount of the Allocation Amount that the county deems appropriate. The County is recommended to collaborate with one or more CBOs to develop, conduct, and implement effective tools and methods to expand Medi-Cal outreach, increase Medi-Cal enrollment and contribute efforts to retention for the uninsured, targeted populations. The County is not required to immediately contract with CBOs in light of the timelines that may be necessary for contracting processes. However, the County will need to demonstrate through required reporting activities on the progress of contracting with CBOs.
2. Indirect administrative costs, including planning, plan documentation, and other administrative costs shall not exceed the amount approved in the Budget Plan, Attachment 1 of the Allocation Agreement.

D. Payment Documentation

1. All payment requests must be submitted by the County on a quarterly basis, using a completed Navigators Project Quarterly Invoice, Attachment 3. The invoice and the deliverables noted below must accompany the invoice as outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted on Page 4.

Budget Plan, A3 - Attachment 1
Work Plan, A3 - Attachment 2
Navigators Project Quarterly Invoice, Attachment 3
Navigators Project Data Report, Attachment 4
Quarterly Progress Report, Attachment 5

2. The County shall have 60 days from the end of the Project Performance Period stated

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

on page one (1) to close out all its administrative activities. The County shall have 30 days upon the termination of the Administrative Close-Out Period stated on page one (1) to submit their final invoice to be reimbursed for the administrative activities completed during this period. DHCS shall issue final reimbursement within 60 days of receiving the County's timely final invoice for administrative activities.

3. Payments shall be on the basis of costs incurred.
4. Advance payment for the Allocation is not allowed.

QUARTERLY INVOICE, DELIVERABLES AND PAYMENT SCHEDULE 2019 / 2020 / 2021 / 2022				
DUE DATE OF DELIVERABLES	COUNTY DELIVERABLES	QUARTERLY PERFORMANCE PERIOD	DHCS REVIEW DEADLINE	*ESTIMATED COMPLETION DATE
11/15/2019	BUDGET / CAP	Invoice for development of Budget Plan	12/31/2019	N/A
11/15/2019	WORK PLAN	N/A	12/31/2019	N/A
4/30/2020	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2020	5/30/2020	6/30/2020
7/31/2020	ALL REMAINING SFY 2019-20 INVOICES/ PROGRESS REPORT	April, May, June 2020	8/31/2020	9/30/2020
10/31/2020	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2020	11/30/2020	12/31/2020
1/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	October, November, December 2020	2/28/2021	3/31/2021
4/30/2021	QUARTERLY INVOICES/ PROGRESS REPORT	January, February, March 2021	5/30/2021	6/30/2021
7/31/2021	ALL REMAINING SFY 2020-21 INVOICES/ PROGRESS REPORT	April, May, June 2021	8/31/2021	9/30/2021
10/31/2021	QUARTERLY INVOICES/ PROGRESS REPORT	July, August, September 2021	11/30/2021	12/31/2021
1/31/2022	QUARTERLY INVOICES/ PROGRESS REPORT	October, November, December 2021	3/31/2022	4/30/2022

DUE DATE OF DELIVERABLES	COUNTY DELIVERABLES	QUARTERLY PERFORMANCE PERIOD	DHCS REVIEW DEADLINE	*ESTIMATED COMPLETION DATE
4/30/2022	QUARTERLY	January,	5/30/2022	6/30/2022

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

	INVOICES/ PROGRESS REPORT	February, March 2022		
7/31/2022	QUARTERLY INVOICES/ PROGRESS REPORT/ ALL REMAINING SFY 2021-22 INVOICE(S)/	April, May, June 2022	8/31/2022	9/30/2022
8/31/2022 <u>10/31/2022</u>	QUARTERLY PROGRESS REPORT/ FINAL REPORTING DOCUMENTS/ FINAL DATA REPORTING CORRECTIONS	April, May, June <u>July, August,</u> <u>September 2022</u>	8/31/2022 <u>11/30/2022</u>	9/30/2022 <u>12/31/2022</u>
9/30/2022	ADMINISTRATIVE CLOSE-OUT PERIOD INVOICE (FINAL)	July, August 2022	10/31/2022	11/30/2022

*Based on 45 calendar days for DHCS' Accounting and the State Controller's Office, per the California Prompt Payment Act.

Budget Plan Attachment 1

County is required to use the Budget Plan, **A3 – Attachment 1**. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule above, a revised Budget Plan must be submitted to, and approved by, DHCS in order to receive the initial payment Allocation.

Work Plan Attachment 2

County is required to use the Work Plan, **A3 – Attachment 2**. As outlined in the Quarterly Invoice, Deliverable and Payment Schedule noted above, a Work Plan must be submitted to DHCS in order to receive the second quarterly payment. The Work Plan shall include strategies, milestones, and timeframes for outreach, enrollment and retention activities completed by the County and its contracted CBOs.

Navigators Project Invoice Attachment 3

County is required to use the Navigators Project Invoice, Attachment 3. Invoices must be submitted by the County on a quarterly basis as outlined in the Quarterly Payment and Deliverable Schedule noted above. The Invoice must include detailed budget activity and expenditures for the specific quarter.

Please note: To receive the initial payment Allocation, County must submit both an approved Budget Plan and an Invoice.

Monthly Data Reporting Attachment 4

County is required to use the Navigators Project Data Report, Attachment 4, or other reporting method as directed by the State. The County is required to submit monthly updates for specific data points regarding the Health Navigators Project, which will be reviewed by the State and subsequently published for public consumption.

Quarterly Progress Report Attachment 5

County is required to submit a Quarterly Progress Report, Attachment 5. As outlined in the Quarterly Invoice, Deliverables and Payment Schedule noted above, Quarterly Progress

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

reports will be required starting with the third quarter (January through March 2020) reporting period. The County must provide a progress report to measure and document progress-to-date on the work plan objectives and performance goals. The State reserves the right to require reports more frequently than on a quarterly basis if necessary, but no more than once a month.

E. Allocation Termination or Withdrawal

1. County may withdraw from the Health Navigators Allocation Funding by notifying the State in writing at any time of the request to withdraw from further participation. Once the withdraw request is received, the State will contact the County to complete closeout tasks.
2. County may unilaterally rescind this Agreement at any time prior to the commencement of the Allocation. After Allocation commencement, this Agreement may be rescinded, modified or amended by mutual agreement in writing.
3. Failure by the County to comply with the terms of this Agreement may be cause for terminating all obligations of the State for additional Allocation payments.

F. Loss of Allocation Amount

The following actions may result in a partial or full loss of the approved Allocation Amount allocated due to the County.

1. A County fails to return a signed Agreement to DHCS within 60 days of receipt of the Agreement.
2. A County fails to produce satisfactory Invoices and Deliverables as outlined in the Quarterly Invoice and Deliverable Schedule noted on Page 5.
3. A County withdraws from the Allocation Agreement.
4. A County fails to submit a satisfactory Corrective Action Plan (CAP).
 - i. This action shall result in a fifty percent (50%) reduction of the total Allocation Amount.

G. Hold Harmless

1. County agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.
2. County agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demand costs, expenses or liability costs arising out of legal actions pursuant to items for which the County has certified. County acknowledges that it is solely responsible for compliance with items to which it has certified.

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

H. Financial Records

1. County agrees to maintain satisfactory financial accounts, documents and records for the Allocation and to make them available to the State for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for three years following Allocation termination or completion.
2. County and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. County agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. County agrees to use a generally accepted accounting system.

I. Audit

1. Allocations are subject to audits by the State for three years following the final payment of Allocation Amount. The purpose of this audit is to verify that Allocation expenditures were properly documented. Counties will be contacted at least 30 days in advance of an audit.
2. Audits will include all books, papers, accounts, documents, or other records of the County, as they relate to the Allocation for which the State authorized Allocation Amount. The County shall have the Allocation records, including the sources documents and cancelled warrants, readily available to the State.
3. County must also provide an employee having knowledge of the Allocation and the accounting procedure or system to assist the State's auditor. The County shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Allocation records must be retained for at least one year following an audit or final disputed audit findings.

J. Nondiscrimination

1. County shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap when conducting Health Navigators efforts pursuant to this Agreement and in compliance with the Americans with Disabilities Act.
2. County shall ensure the security, privacy and confidentiality of each enrollee.

K. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Attachment 6

1. Counties shall ensure security of privacy and confidentiality of each consumer application and comply with HIPAA requirements as set forth by law in accordance with

ALLOCATION AGREEMENT AMENDMENT 3 (A3)
MEDI-CAL HEALTH ENROLLMENT NAVIGATORS PROJECT
County of NAPA
State of California – Department of Health Care Services

Attachment 6.

**NAPA COUNTY AGREEMENT NO. 210259B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 210259B is effective as of this _____ of _____, 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY," and **COMMUNITY HEALTH INITIATIVE NAPA COUNTY, INC.**, a California nonprofit corporation whose mailing address is 2140 Jefferson Street, Suite D, Napa, CA 94559, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or around January 1, 2021, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210259B (hereinafter referred to as "Agreement") for CONTRACTOR to provide Medi-Cal Outreach, Enrollment and Retention services under the Medi-Cal Navigators Project to increase the number of hard-to-reach potentially eligible Medi-Cal persons by assisting individuals with completing applications and renewals both onsite and at outreach locations; and

WHEREAS, as of January 1, 2022, the Parties amended the Agreement to extend the term date to June 30, 2022 and increase the contract maximum payable to CONTRACTOR to include additional funding from the California Department of Health Care Services and replace Exhibit A (Scope of Work) with Exhibit A-1 (Scope of Work) to add another day of service at an outreach location; and replace Exhibit B (Compensation) with Exhibit B-1 (Compensation) to revise the Agreement's budget;and

WHEREAS, as of the effective date of this Amendment No. 2, Parties wish to amend the Agreement to extend the term date to September 30, 2022 and increase the contract maximum payable to CONTRACTOR to include additional funding from the California Department of Health Care Services and replace Exhibit A-1 (Scope of Work) with Exhibit A-2 to expand services to include outreach to current beneficiaries to ensure continued Medi-Cal coverage; and replace Exhibit B-1 (Compensation) with Exhibit B-2 to revise the Agreement's budget.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement, as follows:

1. Effective of the date of this Amendment No. 2 through September 30, 2022, the maximum amount of the Agreement shall be **One-Hundred Twenty-Three Thousand Five Hundred Forty-Four Dollars (\$163,544.00)**, reflecting an increase of **Forty Thousand Dollars (\$40,000.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

2. Exhibit A-1 is hereby replaced in its entirety with "Exhibit A-2" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "A" and Exhibit "A-1" shall refer to "Exhibit A-2" from the effective date of this Amendment No. 2.
3. Exhibit B-1 is hereby replaced in its entirety with "Exhibit B-2" attached hereto and incorporated by this reference herein; all references in the Agreement to Exhibit "B" and Exhibit "B-1" shall refer to "Exhibit B-2" from the effective date of this Amendment No. 2.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 210259B as of the date first written above.

Community Health Initiative Napa County, Inc.

DocuSigned by:
 By Elba Gonzalez-Mares
 5220FBCAB73A47A...
 ELBA GONZALEZ-MARES, Executive Director

DocuSigned by:
 By Matthew Smith
 30C54078EC6848E...
 MATTHEW SMITH, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
 the State of California

By _____
 RYAN GREGORY
 Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 9/13/22</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “A-2”
MEDI-CAL NAVIGATOR PROJECT
SCOPE OF WORK**

CONTRACTOR shall provide COUNTY OF NAPA – SELF-SUFFICIENCY SERVICES DIVISION with the following services:

- I. CONTRACTOR will provide Medi-Cal Outreach, Application Assistance, Enrollment and Retention services under the Medi-Cal Navigators Project to increase the number of hard-to-reach potentially eligible Medi-Cal persons by assisting individuals with completing applications and renewals both onsite and at outreach locations.
- II. CONTRACTOR agrees to meet the following program goals:
 - a) To educate the community and our partners both community and agency on the Medi-Cal program reaching at least 2,400 individuals
 - b) To assist in enrolling Napa County residents in the Medi-Cal program by 1,200. CONTRACTOR agrees to assist in enrolling of at least 333 individuals.
 - c) To assist in the retention of Napa County residents in the Medi-Cal program by 840. CONTRACTOR agrees to assist in retention of 300 individuals.

III. Target Population

The opportunity to have outreach staff actively reach out and engage uninsured individuals, assist in enrolling them in health coverage, and keep those who remain eligible covered, results in the health of the community benefiting by having continuous access to coverage and care.

CONTRACTOR agrees to focus outreach, enrollment and retention efforts and reach uninsured county residents who are Medi-Cal eligible, with a focus on the following eleven targeted populations:

- i. Persons with mental health disorder needs
- ii. Persons with substance use disorder needs;
- iii. Persons with other disabilities;
- iv. Aged persons;
- v. Persons who are homeless;
- vi. Young people of color;
- vii. Immigrants and families of mixed immigration status;
- viii. Persons with limited English proficiency;
- ix. Low-wage workers and their families or dependents.
- x. Uninsured children and youth formerly enrolled in Medi-Cal

- xi. Persons who are in county jail or state prison, on state parole, on county probation, or under post release community supervision

IV. CONTRACTOR will provide the following services to include:

- i. Outreach:
CONTRACTOR will engage individuals and provide information and education regarding how to apply for Medi-Cal benefits, if eligible.
- ii. Enrollment:
CONTRACTOR shall assist applicants with the completion of the Medi-Cal application (either electronically, over the phone or through paper applications). CONTRACTOR will outreach to all Medi-Cal applicants who have documentation pending and referred to CONTRACTOR from COUNTY to increase probability of completing the intake process.
- iii. Retention
CONTRACTOR shall outreach to Medi-Cal renewal cases to engage individuals and provide information and education regarding how to maintain Medi-Cal benefits, if eligible. Provide contact with individuals who's Medi-Cal has been discontinued to educate and offer information regarding 90-day cure in order to retain Medi-Cal, if eligible. Verify addresses of those individuals they contact.
- iv. Capacity Building
CONTRACTOR shall increase access points and opportunities for individuals to receive information and apply for health insurance; continue to maintain a good faith effort to increase the number of access points, maintain existing capacity and keep overall network/system current in the latest information and trends related to health insurance for the uninsured, insured and underinsured.

V. CONTRACTOR will provide Medi-Cal Outreach and Retention staffing and services to include:

CONTRACTOR shall provide staffing, at minimum, at the following locations. Contractor agrees to continue to assist clients as needed at CHI's home office and agrees to increase staffing onsite if/when needed and in alignment with program goals:

- CSOA – Three (3) days a week at 650 Imperial Way, Napa, CA 94559
- Calistoga – Two (2) days a week at 1705 Washington St, Calistoga, CA 94515

CONTRACTOR services will include:

- I. Assist individuals in Medi-Cal Application or Renewal process. This assistance could be in person or over the phone, and as referred to by SSSD Staff.
- II. Follow up with pending applicants or beneficiaries who need assistance in obtaining required verifications to complete the Medi-Cal process as referred to by SSSD Staff.

- III. Contact individuals who are losing MAGI Medi-Cal or APTC due to the receipt of or pending receipt of Medicare as referred to by SSSD Staff.
- IV. Follow up with clients who are being discontinued from Medi-Cal due to Failure-to-Provide the month they are being discontinued or no later than the following month in order to provide the required documentation.
- V. Provide culturally appropriate services to the population served.
- VI. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with SSSD procedures and Medi-Cal regulations.
- VII. Hire and train staff with the skills and experience necessary to provide Medi-Cal outreach, enrollment, retention services and Public Health Emergency (PHE) efforts.

VI. CONTRACTOR shall ensure compliance with COUNTY Personal Identifiable Information (PII)

- i. CONTRACTOR staff will have limited access to the department's automated public assistance system (CalSAWS) in order to be able to look up case information and document contacts.
- ii. CONTRACTOR staff who have access to CalSAWS will be held to the same standards as COUNTY staff and will attend all mandated compliance and privacy trainings.
- iii. CONTRACTOR will ensure information regarding any client will not leave SSSD and all Personal Identifiable Information (PII) will be locked up at night. CONTRACTOR will ensure that staff will only access information on households referred to them by SSSD and only information that is needed to conduct business on behalf of this agreement.
- iv. COUNTY will be responsible for providing CONTRACTOR with all applicable policy and procedures and mandated trainings and provide necessary access

VII. CONTRACTOR will provide the following activities on an ongoing basis:

- a. Submit monthly reports to SSSD within five (5) working days after the end of each month. Reports will include:
 - i. Complete the monthly Data Collection Information per Navigator Tracking Report. Data to include:
 - Name of each person encountered/assisted including social security number, CIN#, Date of Birth, and address
 - Demographics of each person encountered/assisted including age, type of assistance, and target population

- ii. Submission of the data needs to be completed on the DHCS provided Excel Tracking Sheet. Transmission of information to SSSD shall be sent in a safe, password protected file.
 - iii. Invoices with supporting documentation.
 - iv. Other State Reporting as determined by SSSD
- b. Report on the outcome of the applications/renewals assisted.

VIII. CONTRACTOR will agree to and participate in site review/contract compliance visits with SSSD designated staff.

IX. CONTRACTOR will participate in quarterly or as needed meetings of CONTRACTOR and COUNTY staff to discuss the progress and participation of all referrals and activities. Expenditures to date and the need for possible contract amendments will be reviewed.

EXHIBIT "B-2"
MEDI-CAL NAVIGATOR PROJECT
COMPENSATION

The administrative compensation to be paid by COUNTY to CONTRACTOR for services required under this Agreement shall include various administrative costs.

Payment shall be made after the submission of an original invoice that includes copies of appropriate back-up documentation as requested.

Medi-Cal Navigators Project (AB 74)	Time Base	Approved Budget 7/1/20 – 12/31/21	Additional funding 1/1/22 – 6/30/22	Extension Period 07/01/22 – 09/30/22	Total Amount
Personnel Staff					
Program Director	0.05	\$4,250.00	\$1,500.00	\$ 1,291.78	\$7,041.78
Health Services Manager	0.1	\$3,600.00	\$1,700.00		\$5,300.00
Health Access Specialist	0.3	\$13,500.00	\$7,939.89		\$21,439.89
Health Access Assistors	1.25	\$39,907.00	\$3,000.00	\$ 26,400.00	\$69,307.00
-		\$	\$		
Benefits		\$19,602.09	\$4,524.75	\$ 7,199.86	\$31,326.70
Total Personnel Expenses		\$80,859.09	\$18,664.64	\$ 34,891.64	\$134,415.37
Non-Personnel – Direct Costs					
Rent		\$5,986.00	\$1,995.00	\$ 1,100.00	\$9,081.00
Utilities		\$980.00	\$326.00	\$ 163.00	\$1,469.00
Telephone		\$882.00	\$294.00	\$ 147.00	\$1,323.00
Internet		\$372.00	\$124.00	\$ 62.00	\$558.00
Equipment		\$ -			
-Outreach Material		\$1,830.00			\$1,830.00
Total Direct Costs		\$10,050.00	\$2,739.00	\$ 1,472.00	\$14,261.00
Non-Personnel – Indirect Costs					
Indirect		\$9,090.91	\$2,140.36	\$ 3,636.36	\$14,867.63
Total Indirect Costs		\$9,090.91	\$2,140.36	\$ 3,636.36	\$14,867.63

Total Personnel Expenses		\$80,859.09	\$18,664.64	\$ 34,891.64	\$134,415.37
Total Direct Costs		\$10,050.00	\$2,739.00	\$ 1,472.00	\$14,261.00
Total Indirect Costs @ 10%		\$9,090.91	\$2,140.36	\$ 3,636.36	\$14,867.63
Grand Total		\$100,000.00	\$23,544.00	\$ 40,000.00	\$163,544.00

With approval of Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount, and the total dollar amount for all budget items remains unchanged.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1528

TO: Board of Supervisors
FROM: Becky Craig, Acting County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Amendment No. 10 to Agreement with The Center for Common Concerns, Inc.

RECOMMENDATION

Director of Housing & Homeless Services requests approval of and authorization for the Chair to sign Amendment No. 10 to Agreement No. 170374B with The Center for Common Concerns, Inc for a new maximum of \$194,000 for the term of July 1, 2022 through June 30, 2023, for the provision of consulting services and technical assistance in the development of grant applications and homeless services system administration.

EXECUTIVE SUMMARY

Today's action approves Amendment 10 to Agreement No 170374B, revising and refining the Scope of Work and Compensation exhibits for the provision of consulting and technical assistance. Amendment 10 reflects a decrease of \$54,769 from the prior year contract due to reductions in scope of work and reassignment of certain previously contracted work to other contracts/contractors.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Housing & Homeless Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action is discretionary in that there is no mandate to contract with The Center For Common Concerns for consultation or technical assistance with regard to homeless policy or programmatic support. The ability to obtain this additional support will assist HHS with managing multiple grant applications, CoC administration and shelter and housing system management.
Is the general fund affected?	No
Future fiscal impact:	This Amendment will auto-renew, and will be included in future budgets.

Consequences if not approved:

If the amendment is not approved, Napa County will be unable to continue contracting with The Center for Common Concerns to adequately address homelessness. Napa County HHS will need to find the necessary resources and expertise to assist with: multiple grant submissions, Point-in-Time Counts, HEARTH Act Implementation, ESG program planning, and ESG grant writing assistance.

County Strategic Plan pillar addressed:
Additional Information

Healthy, Safe, and Welcoming Place to Live, Work, and Visit
This contract is partially funded by City of Napa reimbursement.
This contract is available to be used as match for other Continuum of Care programs.

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Napa County contracts with The Center for Common Concerns, Inc. (HomeBase), a team of lawyers and public policy experts for homeless services consultation and technical assistance, including grant writing, since 2000. In September 2015, the County issued a formal request for proposals Request for Proposals (RFP) for these consulting services and the Center for Common Concerns was the firm selected to do that work. Their current scope of work includes:

1. Preparation of the Napa City-County Continuum of Care (CoC) application to the Department of Housing and Urban Development (HUD) for annual grants to help fund homeless services;
2. Technical assistance to the Continuum of Care (CoC) grantees to maintain the CoC's competitiveness in the annual HUD grant award process; and
3. Consulting services for policies and procedures to improve homeless system performance and compliance with federal and state funding stream requirements.

Approval of today's action modifies the scope of work to outline consultation and technical assistance in the following areas:

1. Administration of the Continuum of Care (CoC) Annual HUD NOFA. The CoC Program competition is an annual opportunity for Napa CoC to evaluate its progress and identify strategic actions to achieve systems change goals. Through past successful competitions, Napa CoC has expanded its permanent housing. Napa County is the designated Administrative Entity for the CoC. Home Base provides technical assistance to County staff with the annual CoC Program competition response preparation and submission process.
2. Emergency Solutions Grants (ESG) Program Local Process. HomeBase provides technical assistance to County staff who support the CoC in responding to the Emergency Solutions Grants (ESG) Balance of State funding opportunity through the California Department of Housing and Community Development (HCD)

NOFA.

3. Monitoring CoC Funded Agencies. HomeBase provides a series of one-on-one, on-site programmatic and fiscal monitoring visits to all CoC funded agencies in Napa County and, when applicable, provides an analysis of sub-recipients and contracted programs.

4. System of Care Support. HomeBase provides technical assistance and support to County staff in creating a more effective homeless system of care. In 2022-2023 contract year, this work includes: analyzing system performance and community data to monitor strategic plan implementation progress and identify areas for improvement, engaging with CoC Program recipients, sub recipients, CoC members and other key stakeholders to implement best practices toward ensuring the homelessness is a rare, brief and non-recurring event for individuals in Napa County; on-call technical assistance for questions regarding HUD documentation requirements such as Annual Performance Reports (APRs) and System Program Monitoring (SPM), and evaluating and proposing changes to CoC and sub recipient policies and procedures as needed.

5. Coordinated Entry Evaluation. HomeBase conducts qualitative and quantitative evaluations of the CoC Coordinated Entry Systems (CSE) in compliance with HUD Notice CPD 17-01. The evaluation process includes: Facilitation of CES Workgroup, survey of providers and recently housed households, auditing and evaluating HMIS and CES data and providing analysis of its implications for the system of care, and supporting the Workgroup with preparation of a report for the CoC with actions steps and implementation plan.

Today's action approves Amendment 10 to Agreement No 170374B, revising and refining the Scope of Work and Compensation exhibits for the provision of consulting and technical assistance. Amendment 10 reflects a decrease of \$54,769 from the prior year contract due to reductions in scope of work and reassignment of certain previously contracted work to other contracts/contractors.

NAPA COUNTY AGREEMENT NO. 170374B
AMENDMENT NO. 10

THIS AMENDMENT NO. 10 TO NAPA COUNTY AGREEMENT NO. 170374B is effective this _____ day of _____, 2022 by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **THE CENTER FOR COMMON CONCERNS, INC.**, a California corporation doing business as HOMEBASE, whose mailing address is 870 Market Street, Suite 1228, San Francisco, CA 94192, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about July 1, 2012, COUNTY and CONTRACTOR entered into Napa County Agreement No. 7774, also known as Agreement No. 170374B (hereinafter referred to as the "Agreement") for CONTRACTOR to provide consultation and development of a grant application submission to the U.S. Department of Housing and Urban Development; and

WHEREAS, the parties have amended the Agreement from time to time for various reasons, including but not limited to revisions involving the scope of work, compensation, revisions to exhibits, and amendments to other contract provisions; and

WHEREAS, prior amendments were made through Agreement Amendment Numbers 1 through 9; and

WHEREAS, the parties wish to further revise various provisions of the Agreement.

TERMS

NOW THEREFORE, the parties amend the Agreement as follows:

1. The maximum amount of payment as set forth on Page 1 of the Agreement shall be One Hundred Ninety-Four Thousand Dollars (\$194,000);
2. Section 1, Subsection 1.5, Contract Administration, is amended to read as follows:
The Contract Contact Person for CONTRACTOR shall be Nikka Rapkin, Executive Director, 870 Market Street, Suite 1228, San Francisco, CA 94102;
3. Section 2.8, Hold Harmless /Defense/Indemnification, paragraph (c) Employee Character and Fitness, is amended to read as follows:
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. 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.

4. Exhibit "A" shall include "Addendum 10 to Exhibit A," attached hereto and incorporated by reference herein, and all references in the Agreement to "Exhibit A" shall mean "Addendum 10 to Exhibit A" as of the effective date of this Amendment.
5. Exhibit "B" shall include "Addendum 10 to Exhibit B" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit "B" shall refer to "Addendum 10 to Exhibit B" as of the effective date of this Amendment
6. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 10 to Napa County Agreement No. 170374B as of the date first above written.

THE CENTERS FOR COMMON CONCERNS, INC.

By _____
NIKKA RAPKIN, Executive Director

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: Sept.21, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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ADDENDUM 10 TO EXHIBIT A
SCOPE OF WORK
July 1, 2022 – June 30, 2023
(and each automatic renewal thereof)

CONTRACTOR may, at the specific request of COUNTY, provide COUNTY and its community partners, including the organizations within the Napa County Continuum of Care (CoC), with training, technical assistance, and consultation related to:

1. **Continuum of Care’s Annual HUD Notice of Funding Opportunity (NOFO):** Support COUNTY’S and the CoC’s work to end homelessness by overseeing the yearlong community planning process, the process to prioritize uses of funding, and supporting submission of the annual application for McKinney-Vento Continuum of Care (NOFO) funding including attendance and facilitation of monthly CoC and CoC Board meetings.
2. **Emergency Solutions Grants Program Process:** Support the COUNTY and the CoC in community planning, prioritizing uses of funding, and annual application(s) for Emergency Solutions Grants from the State of California.
3. **Monitoring of Continuum of Care Funded Agencies:** Support County by providing individual monitoring of all CoC funded agencies in Napa County and when applicable will include analysis of sub-recipients and contracted programs.
4. **System of Care Support:** Support the County in building an effective and efficient homeless system of care, with tasks that may change year to year.
5. **Coordinated Entry Evaluation:** Lead and implement the HUD-mandated Coordinated Entry evaluation process, provide a report to the CoC, make recommendations for process improvements and support implementation efforts.

Task 1: Continuum of Care’s Annual HUD NOFO

The CoC Program competition is an annual opportunity for the Napa CoC to evaluate its progress and identify strategic actions to achieve systems change goals. Through past successful competitions, the Napa CoC has expanded permanent housing resources. CONTRACTOR may support the CoC’s annual CoC Program competition response preparation and submission process, either by managing and leading the process or providing support to County staff, as directed by COUNTY in writing. Below is a summary of anticipated deliverables as well as specific activities delegated to COUNTY and Department of Housing and Homeless Services (DHHS) staff in the annual CoC competition process:

- **Competition Preparation**
 - Conduct an evaluation of existing CoC projects with respect to HUD performance measures and implementation of CoC performance measures.
 - Facilitate and lead strategic discussions, in advance of the NOFO release, to enable the CoC to make a determination as to which projects will submit applications in the annual HUD NOFO.
 - Attend and facilitate monthly CoC and CoC Board meetings in preparation for the competition and as needed.

- **CoC Application Preparation**
 - Prepare the CoC Consolidated Application, including the CoC Application, Project Applications, and all required attachments.
- **Project Applications Preparation**
 - Conduct a Technical Assistance workshop for all prospective applicants to assist with the preparation of Project Applications.
 - Facilitate the local competition/Review and Rank process, including training application reviewers, developing scoring tools, and resolving any appeals.
 - Work with DHHS to recruit panelists for the Rank and Review process.
 - Provide assistance and coaching to applicants during NOFA process to ensure accurate and timely submission of Project Applications.
 - Provide planning and support to prospective Bonus Funding applicants, as needed.

DHHS tasks to support these efforts will include:

- Registering the CoC in e-snaps for the McKinney-Vento competition, as directed by HUD.
- Reviewing and supporting submission of the Grant Inventory Worksheet (GIW).
- Assisting with Review and Rank Panel and Appeals Committee meeting planning (i.e. working with Homebase to recruit panelists, scheduling the panel meetings, and setting up interviews with project applicants).
- Reviewing the draft CoC application before submittal.
- Submitting the final CoC application in e-snaps.

Task 2: Emergency Solutions Grants Program Local Process

CONTRACTOR may support the CoC in responding to the Emergency Solutions Grants (ESG) Balance of State funding opportunity through the California Department of Housing and Community Development (HCD) NOFA, either directly or by supporting County staff, as directed by the COUNTY. This work may include:

- Lead and facilitate the CoC in an ESG strategy session to maximize grant awards and identify providers qualified to deliver eligible activities.
- Support the development of and facilitation of a fair and open rank and review of proposed ESG-funded projects for both the non-competitive Rapid-Rehousing allocation and the regional competition under the Balance of State Allocation. This will include at least one community meeting to create the process and create the rating criteria to be used during the process, and one meeting of a review and rank panel.
- Draft required cover letter and any other materials describing the local competition and scoring process.
- Provide a threshold review of all applications in advance of submission to ensure they are complete, the proposed activity is eligible pursuant to Section 8408 of the State Regulations and will be operated consistent with Core Practices pursuant to Section 8409.
- Perform a final in-depth review of applications submitted to HCD for the Balance of State competition.

DHHS tasks to support these efforts will include:

- Write and prepare any CoC-related documents, attachments or application materials that are required by HCD (e.g. regarding priority, the CoC as a whole, coordinated entry, performance standards) as part of the final application submitted to HCD.
- Submit the final application to HCD as the administrative entity.

TASK 3: Monitoring CoC-Funded Agencies: CONTRACTOR will provide a series of one-on-one, on-site monitoring visits to all CoC funded agencies in Napa County and when applicable will include analysis of sub-recipients and contracted programs.

The reviewed agencies and projects will include:

- DHHS – PSH and HMIS and Coordinated Entry
- Buckelew PSH
- DHHS - Home to Stay RRH
- Housing Authority PSH
- DHHS – ESG Rapid Rehousing
- Subrecipients of the above programs

The primary goals of monitoring visits are to:

1. Fulfill the requirement of a grant recipient and of the CoC to monitor CoC- and ESG-funded recipients and subrecipients;
2. Improve program performance, effectiveness, and efficiency;
3. Increase knowledge and capacity among CoC- and ESG-funded agency and contract staff regarding CoC compliance and financial management;
4. Help agencies prepare for HUD monitoring by reviewing agency documents and client files for compliance, and assist agencies in remedying any issues;
5. Create monitoring plans and protocols for DHHS staff for future years;
6. Identify opportunities and gaps for additional trainings or one-on-one meetings regarding these topics.

Planning/Preparation for Each Project

Homebase and DHHS staff will work together to plan and execute monitoring timeline agreed upon by DHHS and Homebase. To prepare for the monitoring visits, Homebase will identify one or more target areas for review based on programmatic needs during the fiscal year and issues identified in the prior year's monitoring. Homebase will review and analyze background documents, files and forms for CoC compliance, as well as financial management information, as appropriate based on the target area. Agencies will be asked to provide Homebase with documents from their CoC- and ESG-funded programs leading up to the meetings. The type of documents requested will depend on the target areas identified and may include:

- Agency policies and procedures;
- HUD monitoring reports and agency responses associated with the CoC- and ESG-funded projects;
- Grant agreements or contracts with HUD or the CoC;
- Match letters for CoC Program grants currently in effect;
- Most recent invoice and drawdowns sent to HUD for each project; and
- Most recent financial audit.

Monitoring

Homebase will conduct monitoring to assess compliance with HUD regulations and identify areas for improving program effectiveness and efficiency. Monitoring may include a review of each project's materials and files, including programmatic and fiscal documents and materials. The content reviewed will depend on the target areas identify and may include:

- Files and documents outlined above;
- Client file, including electronic files;
- Grant files;
- Financial reports and associated backup documentation as they pertain to relevant funds;
- Any other documents necessary to verify contract compliance.

Follow-up Plans for Agencies:

After each visit, Homebase will follow up with each agency to identify key concerns and requirements which have not been met, and describe any corrective action that should be taken. Homebase may also include suggestions for improvements. If concerns are identified, Homebase will request a response from the agency that outlines how the agency will take corrective action. Homebase will work with DHHS and/or provide copies to DHHS to ensure follow-up action.

Follow-up Plans for DHHS/CoC:

At the conclusion of monitoring visits, Homebase will create reports for DHHS of its subrecipient findings and for the CoC on the overall outcomes of monitoring. Included among those reports will be a Monitoring Plan, and schedule for follow up and future action.

Task 4: System of Care Support. CONTRACTOR may provide technical assistance and support to COUNTY in creating a more effective homeless system of care. In 2022-2023 contract year, this work may include:

- Facilitating a community process to evaluate and create a strategy to implement targeted funding toward youth homelessness programming. This process will include providing a plan to engage key stakeholders, provide examples of innovative practices and support the County planning processes.
- Evaluate and propose changes to DHHS, CoC, and subrecipient written policies and procedures for needed updates.
- Providing additional training to increase capacity of staff at DHHS, subrecipients, and CoC providers.
- Engaging with CoC Program recipients, subrecipients, CoC members, and other key stakeholders to implement best practices that will put Napa CoC on the path to ending homelessness. CONTRACTOR's approach will be tailored to offer the community-based method of engagement that will best effect change.
- Attendance and support of monthly Continuum of Care meetings as needed.
- As directed by DHHS, provide technical assistance and information to CoC stakeholders and providers.
- Attendance and facilitation of committee meetings as needed.
- Provide on-call technical assistance for questions regarding HUD documentation requirements such as APRs, SPMs, and others.

- Other tasks as requested.

Task 5: Coordinated Entry Evaluation. CONTRACTOR will conduct qualitative and quantitative evaluations of the CoC Coordinated Entry Systems in compliance with HUD Notice CPD 17-01. The evaluation process will include:

- Convening a Coordinated Entry Workgroup to direct the process and determine the scope and specific focus of the evaluation.
- Surveying and interviewing participating providers as well as unhoused or recently housed individuals
- Auditing and evaluating HMIS and CES data.
- Providing evaluation of data and its implications for the system of care.
- Preparing a report for presentation to the Workgroup and CoC that includes action steps and implementation plan.
- Other tasks as requested.

DHHS tasks to support these efforts will include:

- Assisting with survey dissemination.
- Organization and planning for focus groups and other feedback gathering opportunities. (e.g. performing outreach and setting up focus group meetings).

ADDENDUM 10 to EXHIBIT B
COMPENSATION
From the effective date of this agreement through June 30, 2023
(and each automatic renewal thereof)

<u>Task</u>	<u>Deliverables</u>	<u>Amount Per Task, Not to Exceed</u>
Task 1: CoC's Annual HUD NOFO	Pre-CoC Application Preparation <ul style="list-style-type: none"> - Registration - GIW - Project Evaluation - Monthly CoC and CoC Board meetings 	\$70,000
	CoC Application	
	Project Applications <ul style="list-style-type: none"> - Review & Rank of CoC Projects 	
Task 2: Emergency Solutions Grants Program	Assist in review and selection of CoC applications to California HCD for the Emergency Solutions Grants program	\$14,000
Task 3: Monitoring CoC Funded Agencies	Provide programmatic and fiscal monitoring of CoC funded projects Create follow up plans	\$20,000
Task 4: System of Care Support	Provide technical assistance and support to COUNTY in creating a more effective homeless system of care; including facilitating CoC and HEARTH Act meetings and other workgroups/meetings as required.	\$70,000
Task 5: Coordinated Entry Evaluation	Conduct qualitative and quantitative evaluations of the CoC Coordinated Entry Systems in compliance with HUD Notice CPD 17-01.	\$20,000

CONTRACTOR shall submit an invoice to COUNTY in acceptable form along with supporting source documents. The invoice shall include budgeted task, staff person's name, hours worked, and hourly rate. The supporting source document shall be a system generated payroll report or check stub. For non-staff costs, the invoice shall include a description and copies of supporting receipts.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1759

TO: Board of Supervisors

FROM: Christine Briceño, Director of Human Resources

REPORT BY: Joy Cadiz, Senior Human Resources Analyst

SUBJECT: Adoption of a Resolution Amending the Departmental Allocation List for the Sheriff's Office

RECOMMENDATION

Director of Human Resources and Sheriff request adoption of a Resolution amending the Departmental Allocation List for Sheriff's Office by adding one 1.0 full-time equivalent (FTE) Lieutenant, effective October 1, 2022, with a net increase of one FTE and net zero cost to the General Fund.

EXECUTIVE SUMMARY

If approved, this request adds a Lieutenant to the Sheriff's Office. The City of American Canyon contracts with the Sheriff's Office for law enforcement services. Law enforcement anticipates increased staffing needs over the next few years. On May 23, 2022, the Sheriff's Office contract with the City of American Canyon was amended which included adding one 1.0 FTE Lieutenant. Contractually, this position is fully funded by the City of American Canyon and will offset the increase to the County General Fund.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Sheriff's Office is contractually obligated to provide law enforcement services which includes support staff services, to the City of American Canyon.
Is the general fund affected?	Yes

Future fiscal impact:	The increased cost of salaries and benefits for the remainder of Fiscal Year 2022-2023 is estimated at \$152,391 and will be offset by revenue from the City of American Canyon. The increase in annualized cost of salaries and benefits is approximately \$316,973 and will be budgeted for future fiscal years accordingly. Additionally, the increased annualized cost will continue to be offset by revenue from the City of American Canyon.
Consequences if not approved:	If the addition of a Lieutenant is not approved, the Sheriff's Office will not be able to provide contractually obligated law enforcement services to the City of American Canyon.
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 Lieutenant has overall responsibilities for a major program area in the Sheriff's Office. This position will report to the American Canyon Police Chief and will include direct supervision over assigned staff. If approved, this request will add a 1.0 full-time equivalent (FTE) Lieutenant to the Sheriff's Office.

The City of American Canyon contracts with the Sheriff's Office for law enforcement services which includes adequate staffing. On May 21, 2022, the Sheriff's Office contract with American Canyon was amended to add a 1.0 FTE Lieutenant. For the Sheriff's Office to fulfill this service obligation, the Sheriff's Office allocations need to be increased as there are no vacant positions to fulfill the contracted need. The expense of adding this position does impact the General Fund because the position's salary and benefits will be charged there. However, the cost of adding this position will be fully offset by the additional revenue added to the contract amendment.

Therefore, the Director of Human Resources and the Sheriff request adoption of a Resolution amending the Departmental Allocation List for the Sheriff's Office by adding one 1.0 FTE Lieutenant, effective October 1, 2022.

RESOLUTION NO. 2022-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE SHERIFF'S OFFICE, EFFECTIVE OCTOBER 1, 2022

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 Lists 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 Sheriff's 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 Sheriff's Office, as set forth in Exhibit "A," effective October 1, 2022.

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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 27th day of September 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 RYAN GREGORY, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 12, 2022</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 as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Sheriff	1360000	NEW	Lieutenant	10/1/22	+1.00



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1763

TO: Board of Supervisors

FROM: Christine Briceño, Director of Human Resources

REPORT BY: Joy Cadiz, Senior Human Resources Analyst

SUBJECT: Adoption of a Resolution Amending the Departmental Allocation List for the Public Works Department

RECOMMENDATION

Director of Human Resources and Director of Public Works request adoption of a Resolution amending the Departmental Allocation List for the Public Works Department, by adding one 1.0 FTE Maintenance Worker - Limited Term, effective October 1, 2022, through June 30, 2024, with a temporary net increase of 1.0 FTE, and a slight decrease to the County General Fund.

EXECUTIVE SUMMARY

If approved, this request adds one 1.0 full-time equivalent (FTE) Maintenance Worker I/II - Limited Term position to the Public Works Department in lieu of filling a vacant permanent Building Maintenance Worker allocation. The requested position is necessary to meet the maintenance needs for a limited period of time at the Calistoga Fairgrounds. The term will expire on June 30, 2024.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A Maintenance Worker is needed to perform a variety of groundskeeping duties for County properties, primarily the Calistoga Fairgrounds.
Is the general fund affected?	Yes

Future fiscal impact:	The decrease in cost of salaries and benefits of the lower classification for the remainder of FY 2022-2023 is approximately \$35,000. The annualized decrease in cost of salaries and benefits for is estimated at \$45,500.
Consequences if not approved:	There is a current need related to landscape maintenance and updates at the Calistoga Fairgrounds due to fire prevention standards, building security, and drought projects. These standards and projects will not be met timely if the request is not approved.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Property Management is responsible for maintaining County property which includes both buildings and grounds. Building Maintenance Worker duties focus on building maintenance, while Maintenance Worker duties focus on grounds maintenance. There is a current need at the Calistoga Fairgrounds to implement grounds projects related to fire, seasonal and routine maintenance, and security around the administration building. These grounds projects are appropriate for a Maintenance Worker. Due to the current need for grounds maintenance over building maintenance, a Maintenance Worker - Limited Term is being requested to meet fire prevention standards and other grounds projects during a specific time frame.

Therefore, the Director of Human Resources and the Director of Public Works requests adoption of a Resolution amending the Departmental Allocation List for the Public Works Department, effective October 1, 2022, through June 30, 2024, with a temporary net increase of one 1.0 FTE, and a slight decrease to the General Fund.

RESOLUTION NO. 2022-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE PUBLIC WORKS DEPARTMENT, EFFECTIVE OCTOBER 1, 2022

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 Public Works Department, 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 Public Works Department, as set forth in Exhibit “A,” effective October 1, 2022.

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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 27th day of September 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 14, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS 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 as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Public Works	43000	NEW	Maintenance Worker I/II	10/1/22 – 6/30/24	+1.00



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1776

TO: Board of Supervisors
FROM: Christine Briceño, Director of Human Resources
REPORT BY: Joy Cadiz, Senior Human Resources Analyst
SUBJECT: Rescinding and Replacing Resolution No. 2022-126

RECOMMENDATION

Director of Human Resources requests adoption of a Resolution rescinding and replacing Resolution No. 2022-126, adopted September 13, 2022, to make a technical correction to Exhibit "A," which listed an incorrect salary range for the Emergency Medical Services Administrator, and replacing it with Exhibit "A-1."

EXECUTIVE SUMMARY

On September 13, 2022, the Board adopted Resolution No. 2022-126 which included Exhibit "A." Exhibit "A" incorrectly listed the salary range for the Emergency Medical Services Administrator. If approved, this request will rescind and replace the prior Resolution to make a technical correction to the salary range.

FISCAL & STRATEGIC PLAN IMPACT

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

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

On September 13, 2022, the Board adopted Resolution No. 2022-126 which included Exhibit "A." This exhibit incorrectly listed the salary range for the Emergency Medical Services Administrator due to technical error.

Therefore, the Director of Human Resources requests adoption of a Resolution rescinding and replacing Resolution No. 2022-126, adopted September 13, 2022, to make a technical correction to Exhibit “A,” which listed an incorrect salary range for the Emergency Medical Services Administrator and replacing it with Exhibit “A-1.”

RESOLUTION NO. 2022-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION
NO. 2022-126 DUE TO AN ADMINISTRATIVE OVERSIGHT WITHIN
"EXHIBIT A," AND REPLACING IT WITH EXHIBIT "A-1" EFFECTIVE
AUGUST 6, 2022**

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 2.100.270 of the Napa County Code provides that the "Table and Index" may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, on September 13, 2022, Resolution No. 2022-126 was approved by the Board of Supervisors with an incorrect salary range for the Emergency Medical Services Administrator; and

WHEREAS, the Director of Human Resources recommends that the proposed changes to the Table and Index of Classes in Exhibit "A" of Resolution 2022-126 be rescinded and replaced with the change to the Table and Index of Classes as reflected in Exhibit "A-1," be implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors rescinds Exhibit "A" to Resolution 2022-126 and hereby approves the changes to the Table and Index of Classes, as set forth in Exhibit "A-1," to this Resolution effective August 6, 2022.

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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 27th day of September 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 14, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A-1

Director of Human Resources requests approval to amend the Table and Index of Classes as drafted below, effective August 6, 2022:

1. Delete: Emergency Med Svcs Admin (MGT)
 \$4,652.80 - \$5,654.40 (biweekly)
 \$10,081.00 - \$12,251.00 (approximate monthly salary)

2. Add: Emergency Med Svcs Admin (MGT)
 \$5,229.60 - \$6,288.80 (biweekly)
 \$11,331.00 - \$13,626.00 (approximate monthly salary)



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1784

TO: Board of Supervisors

FROM: Christine Briceño, Director of Human Resources

REPORT BY: Joy Cadiz, Senior Human Resources Analyst

SUBJECT: Adoption of a Resolution Amending the Departmental Allocation List for the Planning, Building & Environmental Services Department

RECOMMENDATION

Director of Human Resources and Director of Planning, Building & Environmental Services request adoption of a Resolution amending the Departmental Allocation List for the Planning, Building & Environmental Services Department by adding two 1.0 full-time equivalent (FTE) Environmental Health Specialists and two 1.0 FTE Office Assistant IIs - Limited Term, effective October 1, 2022 through June 30, 2025, with a net increase of two 1.0 FTE and a temporary net increase of two 1.0 FT - Limited Term, and an increase to the County General Fund.

EXECUTIVE SUMMARY

If approved, this request adds two 1.0 FTE Environmental Health Specialists to the Planning, Building & Environmental Services Department and two 1.0 FTE Office Assistant IIs - Limited Term through June 30, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Within the land use team, an additional Environmental Health Specialist would improve permit processing times related to well and septic systems. Within the local enforcement agency team, an additional Environmental Health Specialist would provide support for a new Statewide organics diversion regulation. Within the Building Division, the additional limited term Office Assistants will assist staff with meeting the mandated response time to Public Records Act requests.
Is the general fund affected?	Yes
Future fiscal impact:	The increase in cost of salary and benefits for the remainder of the fiscal year is approximately \$267,100, of which approximately \$16,210 will impact the General Fund. The increased cost of salary and benefits for future fiscal years is approximately \$450,600, of which approximately \$27,060 will impact the General Fund. The increased cost of salaries and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	Delays in processing times for a variety of permits and requests, some with mandated response times.
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 Planning, Building & Environmental Services Department is requesting the addition of four allocations: one 1.0 full-time equivalent (FTE) Environmental Health Specialist I/II for the Law Enforcement Agency, one 1.0 FTE Environmental Health Specialist for Land Use, and two 1.0 FTE Office Assistant IIs - Limited Term through June 30, 2025, for the Building Division.

The Law Enforcement Agency is responsible for enforcing State solid waste regulations within the County. At the beginning of 2022, SB 1383 became effective which triggered an increase in solid waste facility permitting for expansion and modifications related to regulatory compliance. There has also been an increase in Closed, Illegal, and Abandoned Sites (CIA). CIAs must comply with State Minimum Standards that require review, inspection, and oversight. The Environmental Health Specialist I/II will allow the Law Enforcement Agency team to carry out its duties accordingly. This position will be fully funded by fees and will not impact the County General Fund.

The Land Use team has seen an increase in workload due to the drought and the State will be implementing changes in the wastewater program. Both well permits and building projects related to fire rebuilds and other

construction have increased. The Environmental Health Specialist I/II will support the Land Use team by covering the workload that currently exceeds the team's capacity. This position is expected to be funded approximately 80% by fees and is expected to slightly impact the County General Fund by \$16,210 each fiscal year.

The Office Assistant IIs - Limited Term will allow PBES to make progress towards completion of a records digitization project which includes scanning and indexing physical documents and performing a quality check on the index of millions of already scanned documents. This would improve public access to online records and increase efficiency with staff response to Public Records Act requests which have a mandated response time and have significantly increased. These positions are expected to be fully funded through the Building Division Fund Balance and will not impact the County General Fund.

Therefore, the Director of Human Resources and the Director of Planning, Building & Environmental Services requests the addition of two 1.0 FTE Environmental Health Specialist I/II, and two 1.0 FTE Office Assistant IIs - Limited Term, effective October 1, 2022 through June 30, 2025, with a net increase of four FTEs, and an increase to the General Fund.

RESOLUTION NO. 2022-

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING THE DEPARTMENTAL ALLOCATION LIST FOR THE PLANNING, BUILDING & ENVIRONMENTAL SERVICES DEPARTMENT, EFFECTIVE OCTOBER 1, 2022.

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 Planning, Building & Environmental Services Department, 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 Planning, Building & Environmental Services Department, as set forth in Exhibit “A,” effective October 1, 2022.

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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 27th day of September 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 RYAN GREGORY, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 14, 2022</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 as follows:

Department	Budget Unit	Position Control #	Class Title	Effective Date	Change
Planning Bldg & Env Svcs	17030-00	NEW	Environmental Health Specialist I/II	10/1/22	+1.00
Planning Bldg & Env Svcs	17020-00	NEW	Environmental Health Specialist I/II	10/1/22	+1.00
Planning Bldg & Env Svcs	21400-00	NEW	Office Assistant II	10/1/22 – 6/30/25	+1.00
Planning Bldg & Env Svcs	21400-00	NEW	Office Assistant II	10/1/22 – 6/30/25	+1.00



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1811

TO: Board of Supervisors

FROM: Christine Briceño, Director of Human Resources

REPORT BY: Joy Cadiz, Senior Human Resources Analyst

SUBJECT: Resolution Approving the Total Tentative Agreement for PSE and PSE Supervisory, and Salary Increases in Fiscal Years 2022-2023 and 2023-2024 and a One-Time Payment of One Thousand Five Hundred Dollars for PSE, PSE Supervisory, Management Non-Classified, Management, and Confidential Employees

RECOMMENDATION

Director of Human Resources requests the following actions regarding County employees:

1. Adoption of a resolution approving a Total Tentative Agreement (TTA)* with the Public Service Employees (PSE) and PSE Supervisory Units including salary increases in fiscal years 2022-2023 and 2023-2024 and a one-time payment of \$1,500; and
2. Adoption of a resolution approving salary increases in fiscal years 2022-2023 and 2023-2024 and a one-time payment of \$1,500 for unrepresented Management Non-Classified, Management, and Confidential employees and a \$1,500 lump sum payment to all eligible employees effective October 1, 2022.

*Pending ratification by PSE members, anticipated by September 26, 2022. The TTA will be attached subsequent to ratification.

EXECUTIVE SUMMARY

Following approximately six months of negotiations, County and Union bargaining teams reached tentative agreements on the terms of successor Memoranda of Understanding (MOU) covering the period from July 1,

2017 to June 30, 2020, and rollover contracts for 2020 and 2021. The Union is in the process of conducting a ratification vote and will inform County of the result of that vote by September 26, 2022. The successor MOUs will incorporate the tentative agreements reached and include salary adjustments and other changes highlighted in the background of this item. The successor MOUs will be presented for approval by the Board of Supervisors subsequent to ratification.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	There is no obligation for the Board to approve this contract, however, the County and the Union bargained in good faith, and reached the tentative agreements within the authority granted by the Board.
Is the general fund affected?	Yes
Future fiscal impact:	The cost of the tentative agreements included in this contract for October 1, 2022 to June 30, 2023 is approximately \$14.3 million, and approximately \$9 million for July 1, 2023 to June 30, 2024. As is the County's general practice, departments will be asked to try and absorb the salary adjustment within their approved budgets through salary or other savings. If a department is unable to fully cover this adjustment within their existing budget, adjustments will be made as necessary at mid-year.
Consequences if not approved:	The County would be required to go back to the table to continue negotiations with the Union.
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 Memoranda of Understanding (MOU) with SEIU Local 1021, the Union representing approximately 975 of the County's employees, expired on June 30, 2022. The County and Union bargaining teams began negotiating new MOU in March 2022. During negotiations the bargaining teams reached several tentative agreements on the terms of successor MOU. The union membership will ratify the tentative agreements by September 26, 2022*. The tentative agreements will be incorporated into the successor MOUs for the PSE and PSE Supervisory Units and will be provided subsequent to ratification. A summary of those tentative agreements are as follows:

- 10.25% COLA over 2 years (7% and 3.25%)
- Inflation Adjustment Payment of \$1,500.00
- \$0.75 per hour wage increase
- Cease cost sharing for employees in 2.0%@60 and 2.0%@62 retirement formulas
- Set a 2.591% cap for employees in 2.5%@55 retirement formula
 - o Employees in 2.5%@55 retirement formula share decreases in the total employer contribution rate on a 50/50 basis. The cost share cap is reduced by the amount of the employee's reduction until such time as the cost share reaches 0.0%
 - o County bears 100% of any increases in the total employer contribution rate
- Increase annual dental maximum to \$3,100 per insured participant and increase lifetime orthodontia maximum to \$4,000 per insured participant
- Ability for Napa County retirees, after twenty or more years of County employment, to purchase retiree dental benefits from the County, at the County's monthly premium group funding rate plan
- Add a \$250 longevity payment at five years of County service and a \$3,000 longevity payment at thirty years of County service
- County will match employee's 457 contribution up to \$600.00 per calendar year into the 401a plan
- Bilingual incentive premium pay increase - Level I \$80 and Level II \$100
- Increase night shift premium from \$2.00 per hour to \$3.00 per hour
- Increase wellness incentive up to a maximum of \$300.00 per 6 months
- Adds Juneteenth as a County recognized holiday to the MOU
- Bereavement leave changes, including allowing employees to use 4 hours of their bereavement leave bank every year to attend any funeral of their choosing.
- Various other changes to help clarify language and enhance practices of existing sections of the MOU.

*This action is assuming ratification by PSE members by September 26, 2022. As of the time of posting, ratification is pending. The County will be notified of the result prior to the scheduled Board meeting, and a copy of the proposed TTA will be made available upon successful ratification and will be attached subsequently.

RESOLUTION NO. 2022-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING A TOTAL TENTATIVE
AGREEMENT INCLUDING SALARY INCREASES IN FISCAL YEARS
2022 -2023 AND 2023-204, A ONE-TIME PAYMENT OF ONE
THOUSAND FIVE HUNDRED DOLLARS AND OTHER WAGE AND
BENEFIT ENHANCEMENTS**

WHEREAS, the Memoranda of Understanding (MOU) between Napa County (County) and Public Service Employee (PSE) and PSE Supervisory Units, SEIU Local 1021 (Union) originally expired on June 30, 2021 but was extended twice and expired on June 30, 2022; and

WHEREAS, negotiating teams for County and Union have been involved in the bargaining process to reach agreement on a successor MOU; and

WHEREAS, the negotiating teams for County and Union have reached a total tentative agreement; and

WHEREAS, Union membership ratified the terms of the Total Tentative Agreement; and

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

WHEREAS, the Total Tentative Agreement includes a 7% Cost of Living (COLA) salary increase effective October 1, 2022; and

WHEREAS, the Total Tentative Agreement includes a seventy-five cent increase to the PSE Unit employees and PSE Supervisory Unit employees' hourly rate, effective October 1, 2022; and

WHEREAS, the Total Tentative Agreement includes a one-time payment of one thousand five hundred dollars, effective October 1, 2022, for PSE Unit employees and PSE Supervisory Unit employees, and;

WHEREAS, the Total Tentative Agreement also includes wage and benefit enhancements that are outlined in Exhibit A; and

WHEREAS, the Total Tentative Agreement also includes a 3.25% COLA increase, effective June 24, 2023, for PSE Unit employees and PSE Supervisory Unit employees, and

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the Total Tentative Agreement for PSE and PSE Supervisory Units and directs staff to finalize the successor Memoranda of Understanding for this Board's review and approval.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the Napa County Board of Supervisors hereby approves a 7% COLA salary increase, effective October 1, 2022, for PSE Unit employees and PSE Supervisory Unit employees.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors approves a Seventy-Five Cent increase to PSE Unit employees and PSE Supervisory Unit employees' hourly rate effective October 1, 2022.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves a one-time payment of one thousand five hundred dollars effective October 1, 2022, for PSE Unit employees and PSE Supervisory Unit employees.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves the wage and benefit enhancements described in Exhibit A, for PSE Unit employees and PSE Supervisory Unit employees.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Napa County Board of Supervisors hereby approves 3.25% COLA increase effective June 24, 2023, for PSE Unit employees and PSE Supervisory Unit employees,

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 27th day of September, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <i>Susan B. Altman</i> , Deputy Date: September 21, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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RESOLUTION NO. 2022-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, APPROVING SALARY INCREASES IN
FISCAL YEARS 2022 -2023 AND 2023-2024, A ONE-TIME PAYMENT
OF ONE THOUSAND FIVE HUNDRED DOLLARS AND ADOPTS
OTHER WAGE AND BENEFIT ENHANCEMENTS FOR
MANAGEMENT NON-CLASSIFIED, MANAGEMENT, AND
CONFIDENTIAL EMPLOYEES**

WHEREAS, the Memoranda of Understanding (MOU) between Napa County (County) and Public Service Employee (PSE) and PSE Supervisory Units, SEIU Local 1021 (Union) originally expired on June 30, 2021 but was extended twice and expired on June 30, 2022; and

WHEREAS, the negotiating teams for County and Union have reached a total tentative agreement; and

WHEREAS, Union membership ratified the terms of the Total Tentative Agreement; and

WHEREAS, the Total Tentative Agreement includes a 7% Cost of Living (COLA) salary increase, effective October 1, 2022; and

WHEREAS, the Total Tentative Agreement includes a seventy-five cent increase to the PSE Unit employees and PSE Supervisory Unit employees' hourly rate, effective October 1, 2022; and

WHEREAS, the Total Tentative Agreement includes a one-time payment of one thousand five hundred dollars, effective October 1, 2022, for PSE Unit employees and PSE Supervisory Unit employees, and;

WHEREAS, the Total Tentative Agreement also includes a 3.25% COLA increase, effective June 24, 2023, for PSE Unit employees and PSE Supervisory Unit employees, and

WHEREAS, the Total Tentative Agreement also includes other wage and benefits as outlined in Exhibit A.

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

WHEREAS, the County's practice has been to extend comparable benefits to Management Non-Classified, Management, and Confidential employees; and

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the following for all Management Non-Classified, Management and Confidential Employees:

1. A 7% COLA salary increase effective October 1, 2022.

2. Effective October 1, 2022, a seventy-five cent increase to all Management Non-Classified, Management and Confidential Employees' hourly rate.
3. A one-time payment of one thousand five hundred dollars, effective October 1, 2022.
4. Approves the other wage and benefit enhancements as described in the Total Tentative Agreement attached as Exhibit A
5. A 3.25% COLA increase, effective June 24, 2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 27th day of September, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: September 21, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**Napa County and the Napa Association of Public Employees
2022 MOU Negotiations**

Total Tentative Agreement

September 26, 2022

The County and Union tentatively agree to a successor MOU with the following changes from the predecessor Agreement. This total tentative agreement states the Parties' complete economic agreement and summarizes individually signed tentative agreements concerning other issues. Details concerning those other issues not stated here are provided in those individually signed tentative agreements which will be included in the successor MOU.

Article 8 – Probationary Periods

- (1) Provide that Correctional Officers serve a twelve-month promotional probationary period unless stated exceptions apply.

Article 9 – Disciplinary Appeals

The County and Union will continue to negotiate changes to the disciplinary appeal procedure.

Article 14 – Stewards

- (1) Reduce the number of stewards from forty-eight to twenty-five and delete the allocation of stewards across County departments.
- (2) Allow training hours to be used for Union Officers and specify that each annual allotment of training hours expires at the end of each calendar year.
- (3) Add one long term release employee per calendar year pursuant to State law for each bargaining unit.

Article 20 – Salaries

Base Wage:

Year 1: 7.0% base wage increase and \$0.75 per hour base wage increase effective the first full pay period following the Board of Supervisors' ratification and adoption of the MOU.

Year 2: 3.25% base wage increase effective the first full pay period in fiscal year 2023/2024.

Lump Sum Payment:

\$1,500 lump sum payment minus applicable payroll deductions for each employee payable the first full pay period following the Board of Supervisors' ratification and adoption of the MOU.

Article 27 – Overtime

Remove Section 27.2 from the time bank provision.

Article 30 – Split Shift

- (1) Make clarifications to existing MOU language as provided in the tentative agreement dated June 27, 2022.
- (2) Confirm that temporary split shifts requested by employees and approved by the County do not receive split shift pay.

Article 31 – Night Shift

- (1) Increase night shift differential from \$2.00 per hour to \$3.00 per hour.
- (2) Night shift pay does not apply to employees who request and the County approves to change their shifts to include night shift hours.

Article 32 – Bilingual Pay

Increase current Level I \$60 bilingual incentive to \$80 and increase the current Level II \$80 bilingual incentive to \$100.

Article 38 – Longevity Pay

Add a \$250 payment at five (5) years of County service and a \$3,000 longevity payment at thirty (30) years of County service.

Article 45 – Retirement

Pension Cost Sharing:

- (1) Cease cost sharing for employees in 2.0% @ age 60 and 2.0% @ age 62 retirement formulas as soon as practicable following Board of Supervisors ratification and adoption of the MOU.
- (2) Set a 2.591% cap (the FY2021/22 rate) for employees in 2.5% @ age 55 retirement formula as soon as practicable following Board of Supervisors adoption of the MOU.
- (3) The County employees in 2.5% @ 55 retirement formula share decreases in the total employer contribution rate on a 50/50 basis (50% employee decrease rate and a 50% employer decrease rate.) The cost share cap is reduced by the amount of the employee's reduction until such time as the cost share reaches zero (0.0%).
- (4) The County bears 100% of any increases in the total employer contribution rate provided annually by CalPERS.

Deferred Compensation:

Effective the first full pay period after January 1, 2023 (pursuant to IRS rules), the County will match the employee's contribution into the established 457 plan up to \$600.00 per year calendar year into a 401(a) plan. IRS rules require matches to be approved every year by the Board of Supervisors'.

Article 46 – Insurance and Health Care

Dental Benefit:

Increase annual dental maximum to \$3,100 per insured participant and increase lifetime orthodontia maximum to \$4,000 per insured participant.

Retiree Dental Benefit:

After twenty or more years of County employment, employees may purchase retiree dental benefits from the County using 1) accrued sick leave or 2) purchase individually at the County's monthly premium group funding rate plan. To qualify under this provision, a retired employee must have both separated from active, permanent service with the County and filed

documents with the California Public Employees' Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under the PERS law (e.g., currently one hundred and twenty (120) days).

Article 47 – Vacation

Amend the vacation cash-out provision to comply with constructive receipt rules.

Article 48 – Holidays

Incorporate the March 25, 2022 side letter concerning the Juneteenth holiday into Article 48.

Article 50 – Sick Leave

- (1) Simply family sick leave language to specify that leave will be allowed consistent with applicable law.
- (2) Update the doctor's note language.

Article 52 – Bereavement

- (1) Expand list of family members for who employees may use the bereavement leave benefit as tentatively agreed on August 12, 2022.
- (2) Allow four (4) hours per year of bereavement leave for the death of a person who does not have a family relationship to the employee stated in the list contained in Article 52.

Article 53 – Critical Illness Leave

Adopt the definition of "immediate family" contained in Article 52.

Article 60 – Leave of Absence Without Pay

Leave of absence without pay will be calculated on a rolling year basis.

Article 61 – Work Shift

Allow temporary modifications of work schedules for any reason approved by the County.

Article 62 – Rest Periods

Replace the term “Department Head” with “County”.

Fitness Program

Increase reimbursement to 60% of up to \$300.00 every six months.

Probation Department Employees

Remove references to Probation employee from the MOU who are no longer included in the bargaining units.

Total Tentative Agreement:

County of Napa

Napa Association of Public Services
Employees SEIU 1021

Date:_____

Date:_____



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1725

TO: Board of Supervisors
FROM: Jon Gjestvang, Chief Information Officer - Information Technology Services
REPORT BY: Elena Guzman, Staff Services Analyst
SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

Chief Information Officer requests the following:

1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms.

EXECUTIVE SUMMARY

Information Technology Services (ITS) has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services.

Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
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

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years.

Reasons for replacement are:

- Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.
- When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.
- Older computers face more system failures as well as higher maintenance costs.
- Older systems are more likely to see power supply failures, network component failures and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County. In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

- Does the surplus computer equipment have any significant dollar value the County could reasonably recover?
- What is the general condition and usefulness of the surplus computer equipment?
- Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services. Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

Computers for Classrooms helps provide refurbished computers to California schools, nonprofits, seniors, and citizens with low income. Currently, there are no immediate needs from the Napa County Health and Human Services Agency's clients or local schools. As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County.

List of donation items is attached.



A Tradition of Stewardship
A Commitment to Service

Personal Computers, Monitors, Scanners, etc

Asset #	Property Description (for reference only)	Serial #	PO Num - Created Dt.
Mdc025	Panasonic Toughbook	5CKYA18786	975-9/30/2015
C8758	Dell latitude 5480	CZJJGH2	2132-09/07/2017
MDC020	Panasonic Toughbook	4LKYA04770	NAPCO743- 07/28/2022
MDC039	Panasonic Toughbook	4CTYA94253	0392-09/04/2014
C8290	Dell optiplex 7040 micro form factor	CJVBHB2	1387-05/27/2016
C8776	Dell optiplex 5050MFF xcto	20TJHL2	2162-09/25/2017
M4926	Dell 19' Monitor	CN-0YGP39-72872-495-AG38	631-12/09/2014
C1028	Dell latitude 5410 laptop	3ZV1473	3729-11/20/2020
C8934	Dell optiplex 7050 micro form factor xcto	FCQ4CM2	2292-01/17/2018
C8930	Dell optiplex 7050 micro form factor xcto	FCQ3CM2	2292-01/17/2018
C8931	Dell optiplex 7050 micro form factor xcto	FCR1CM2	2292-01/17/2018
C8933	Dell optiplex 7050 micro form factor xcto	FCQ5CM2	2292-01/17/2018
M3208	Dell 17' flat panel monitor	CN-0J6642-716188-55S-AGFW	05212005-06/10/2005
C1040	Dell latitude 5410 laptop	F)M6273	3729-11/20/2020
C8906			
C8833	Dell optiplex 5050 sff	936MHL2	2136-10/05/2017
C8932	Dell optiplex 7050 micro form factor xcto	FCR0CM2	2292-01/17/2018
C8935	Dell optiplex 7050 micro form factor xcto	FCQ6CM2	2292-01/17/2018
M5698	Dell 20' monitor P2016H	CN-01KV92-QDC00-827-0WWL	2490-05/28/2018
C1012	Dell latitude 5410 laptop	6CWG273	3729-11/20/2020
C1040	Dell latitude 5410 laptop	F0M6273	3729-11/20/2020
C0546	Dell latitude 5400 xcto base	4VWVN53	3602-08/05/2020
M4952	Dell 20' monitor	CN-OJ6HFT-74445-4BA-ALXL	0125115DSABEL
M1780	Dell ultrasharp 2007FP monitor	MX-0G324H-74262-1BB-171L	012312SRMS85929- 08/16/2012
M4942	Dell 19' monitor	CN-OPVGRC-74445-47J-AJEM	0643-12/15/2014
M3000	Dell 17' flat panel monitor	MX-02Y311-47605-453-AS9Y	4694-05/25/2005
M4941	Dell 10' monitor	CN-oPVGRC-74445-47J-A2KM	0643-12/15/2014
M3188	Dell 17' flat panel monitor	CN-0J6642-71618-53F-AKP1	5130-05/25/2005
C8530	Dell optiplex 5040 small form factor xcto	8Q6BCH2	1789-01/27/2017
C8809	Dell optiplex 5050 sff	93JGHL2	2136-10/05/2017
C8897	Optiplex 5050 sff xcto	93TD8M2	2215-12/15/2017
C9227	Dell latitude 5280 xcto	B20N5Q2	2543-07/03/2018
C8779	Optiplex 5050 SFF xcto	DGTKRKHL	2165-09/27/2017

C8630	Dell optiplex 5040 small form factor xcto	8Q15CH2	1789-01/31/2017
C8887	Optiplex 5050 sff xcto	BT8ZZL2	2190-10/24/2017
C8786	Dell optiplex 5050 SFF	93HJHL2	10/05/2017
SC0272	Dell optiplex 5040 small form factor xcto	2L7ZJH2	1983-05/30/2017
C8789	Dell optiplex 5050 sff	93BNHL2	10/05/2017
C9262	Latitude 5480 xcto	D7684Q2	2491-08/01/2018
P1421	HP LaserJet M601dn printer	CNBCD8V0CP	8397-11/06/2012
C0176	Dell optiplex 5060	6LB00W2	2920-04/08/2019
C0198	Dell optiplex 5060	6L6ZZV2	2920-04/08/2019
C0182	Dell Optiplex 5060	6KW10W2	2920-04/08/2019
C0130	Dell optiplex 5060	6KZYV2	2920-04/08/2019
C9303	Dell optiplex 5060	8R8THQ2	2652-09/14/2018
C9317	Dell optiplex 5060	8RGTHQ2	2652-09/14/2018
C0629	Dell optiplex 5060 sff xcto	FYBDB03	5060-11/18/2019
M4085	Dell 1708FP monitor	CN-0G302H-74261-8AI-1F7L	1708FP-01/07/2009
M4803	Dell 22' monitor	CN-OKW14V-74261-446-49JL	051314BRuffino-05/16/2014
M3443	Monitor 17' flat panel	CN-0Y4299-71618-5A3-A204	5642-04/17/2006
C0210	Dell latitude 5490	8NDRNV2	2939-04/30/2019
C0621	Dell latitude 5410 laptop	6QHG273	3729-11/20/2020
C0917	Dell inspiron laptop 5000 series	BW87PT2	Covid19-04/04/2020
M4774	Dell 19' monitor	CN-OYGP39-72872-41M-CPPL	0207-04/01/2014
M3390	Monitor	CN-0Y4299-71618-59J-AEMV	5566-02/03/2006
M3109	Dell 19' flat panel monitor	CN-0T6116-71618-ABG-AAUP	5042-05/25/2005
Mdc030	Panasonic Toughbook	6KKSAA92927	1637-12/30/2016
C8901	Dell latitude rugged 7214	CFRQSG2	2170-10/19/2017
Mdc042	Panasonic toughPad	4KTSA12209	0473-02/02/2015
MDC022	Panasonic Toughbook	4LKYA05098	NAPCO-743
MDC044	Panasonic toughbook	4GTYA18085	0392-09/04/2014
MDC001	Panasonic Toughbook	4CTYA94600	0392-09/04/2014
MDC045	Panasonic Toughbook	4LKYA05255	NAPCO-743-04/09/2015
M4261	Dell U2410 widescreen flat panel monitor 24'	CN-0C592M-72875-055-8UML	7518-05/28/2010
M4280	Dell U2410 widescreen flat panel monitor 24'	MX-C592M-72875-055-8RPL	75118-05/27/2010
M3352	Monitor dell 20' flat panel monitor	CN-0C0646-46633-59L-075L	12092005-12/14/2005
M3699	Dell monitor 19' flat panel	CN-0DC323-71618-71G-AF95	02282007PD
M4279	Dell U2410 Widescreen flat panel monitor 24'	MX-0C592M-72875-055-8T5L	7518-05/27/2010
M4853	Dell 24' monitor	CN-OYMYH1-74261-46K-U2412M	081114CWaterman-08/14/2014
SC0174	Dell latitude E6440	32QBH12	0401-07/28/2014



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1293

TO: Board of Supervisors
FROM: Amanda Gibbs, Chief Probation Officer
REPORT BY: Ferlyn Buenafe, Staff Services Manager
SUBJECT: Agreement with Aldea Children and Family Services

RECOMMENDATION

Chief Probation Officer requests approval of and authorization for the Chair to sign Agreement No. 230081B with Aldea Children and Family Services for a maximum of \$262,000 for the term October 1, 2022 through June 30, 2023, to provide therapeutic school-based services to high-risk juvenile court wards and minors.

EXECUTIVE SUMMARY

Aldea provides an array of services to at-risk youth and minors on probation and therapeutic and support services. These services include mental health counseling to youth referred to the Juvenile Evening Reporting Center, counseling and intervention services to high-risk juvenile wards attending Chamberlain High School and the Juvenile Hall.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation, 14200-00
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This action is discretionary in that there is no mandate to have this specific agreement. The County receives funding for this Agreement through the Youthful Offender Block Grant (YOBG), Juvenile Probation Funding (JPF), the Juvenile Justice Crime Prevention Act (JJCPA) and is under contract with the Board of State and Community Corrections (BSCC) to provide an array of services to support a broad spectrum of probation services targeting at-risk youth, juvenile offenders, and their families.

Is the general fund affected?	Yes
Future fiscal impact:	The Agreement has an automatic renewal provision for one (1) succeeding fiscal year that allows the County the option to continue these services. Appropriations will be budgeted accordingly in the future fiscal year.
Consequences if not approved:	If the Agreement is not approved, the Department is not able to fulfill its obligation with the BSCC to provide treatment services to at-risk youth.
County Strategic Plan pillar addressed:	Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Aldea has the resources and expertise to provide substance abuse prevention, assessment, intervention and treatment services for Juvenile youth. The Agreement contains the following services:

Aldea provides for a .80 FTE Case Manager to work with high-risk juvenile wards providing behavioral health support at the Evening Reporting Center (ERC). The ERC is open on weekday evenings Monday through Thursday and provides supervision and programs for juvenile offenders in a highly structured and well-supervised setting during after school hours that seem to be the high-risk time for juvenile crime. On Friday, it is social night staffed by Aldea. An estimated 50 youth will receive services in Fiscal Year 2022-2023. Funding for this portion of the Agreement is provided utilizing State funds from the Youth Offender Block Grant (YOBG) and Juvenile Probation Funding (JPF).

A .80 FTE Therapist to work with high-risk juvenile wards attending Chamberlain High School and youth placed in the Juvenile Hall. The purpose of the therapy is to prevent more restrictive placements of the wards served. The Therapist provides services during the school year and continues services to the wards and their families during the summer months. This program serves youth on probation and is considered a best practice in changing the way youth behave. Funding for this portion of the Agreement is provided using funds from JPF.

ERC staff is provided training on Cognitive Behavior Change. This addresses the importance of understanding individual learning styles, and using activities, games, and small groups to enhance the learning process. Funding for this portion of the Agreement is provided by State funds from the Juvenile Justice Crime Prevention Act (JJCPA).

JPF and JJCPA funds are part of the Local Law Enforcement Services Account. Under the Realignment plan.

Funding for various local safety grant programs such as JPF and JJCPA are shifted directly to local government to be used for the same purposes as specified in local statutes. JPF and JJCPA provides services to youth who are either in Juvenile Hall, on juvenile probation or who are at risk of being in the juvenile justice system.

NAPA COUNTY AGREEMENT NO. 230081B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of October, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ALDEA CHILDREN AND FAMILY SERVICES, a not-for-profit corporation, whose mailing address is P.O. Box 841, Napa, CA, 94558, hereinafter referred to as "CONTRACTOR;" COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide therapeutic school-based services to high risk juvenile court wards and minors in Alternative School settings; mental health counseling services to youth referred to the Juvenile Evening Reporting Center; mental health and anger management group services for minors under the supervision of the Napa County Probation Department and their families; and services to youth and their families ordered in to the Juvenile Hall Camp; and

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

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, 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, 2023, 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 one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to

the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **TWO HUNDRED SIXTY-TWO THOUSAND DOLLARS (\$262,000)** for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

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 providers of the services required by this Agreement and shall not subcontract this work to any third parties without prior writer approval from COUNTY. 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. COUNTY reserves the right to refuse, decline or terminate CONTRACTOR's staff working with COUNTY under this contract if the COUNTY determines it would not be beneficial to the youth being served.

(c) Background Check. CONTRACTOR shall require all staff who will be providing services under this agreement to complete a satisfactory criminal/background check (LiveScan) and period rechecks (RAP Back) as selected by the COUNTY, 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

Aldea Children & Family Services
Kerry Ahearn, Chief Executive Officer
1546 First Street / PO Box 841
Napa, CA 94559

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, the Parties hereto have executed this Agreement as of the date first above written.

ALDEA CHILDREN AND FAMILY SERVICES

By _____
KERRY AHEARN, Chief Executive Officer

By _____
JOHN KNIEP, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e-sign)</u> County Counsel Date: <u>September 13, 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A”
SCOPE OF WORK

CONTRACTOR shall provide, through its Children and Family Services program, the following services to COUNTY’s Probation Department.

JUVENILE EVENING REPORTING CENTER (ERC)

CONTRACTOR shall provide a .80 FTE Case Manager (prevention staff) each fiscal year to provide behavioral health support to youth referred to the Juvenile Evening Reporting Center.

The center will operate Monday – Friday with hours going into the evening. CONTRACTOR shall work with Probation staff to establish a schedule during the hours of the evening reporting center. During the summer months, three to four, two-week Day Reporting Center (DRC) sessions will be staffed by one (1) Prevention Specialist and one (1) Probation staff.

SCHOOL AND JUVENILE HALL BASED SERVICES

Provide a .80 FTE Therapist (treatment staff) for Chamberlain High School and for substance use disorder screening, assessment, and evidence-based treatment in the Juvenile Hall. The .80 FTE is made up of the following:

The equivalent of a Master’s level .70 FTE Therapist functioning as an integral part of the support team at Chamberlain High School shall assist with the provision of interventions and therapies for high risk juvenile court youth in the school-based setting. The objective of these interventions and therapies shall be to prevent more restrictive placement of these youths and to minimize education disruption. The Therapist shall use evidence-based therapy approaches (such as CBT, Motivational Interviewing, etc.).

A .10 FTE treatment counselor (Therapist or Behavioral Support Counselor) shall provide weekly substance use disorder treatment group and screening or ASAM assessment of youth in Juvenile Hall as individually indicated. Substance Use Disorder Treatment groups will be scheduled once per week in coordination with CONTRACTOR’s facility schedules.

CONTRACTOR shall track all youth seen through this portion of the Agreement and shall report to COUNTY's Chief Probation Officer or designee the number of youths served, and number of sessions attended on a monthly basis. On a weekly basis, CONTRACTOR shall provide the Chief Probation Officer or designee reporting of attendance, name of youth, drug type tested along with results when known, and discharge summary report.

CONTRACTOR shall provide evidence-based Alcohol and Other Drug (AOD) treatment groups in the community, at the school site, and at the Probation Department. The Therapist shall act as a facilitator/coordinator for these groups.

TRAINING:

CONTRACTOR requires staff receive training that addresses the importance of understanding individual learning styles, and using activities, games and small groups to enhance the learning

process. Such training shall be evidence-based, APPA-accredited and aligned with models research has proven to be effective in reducing recidivism.

Participation of joint training by COUNTY and CONTRACTOR related to the Evening Reporting Center shall be reimbursed by COUNTY.

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 REIMBURSEMENT

- I. Services performed by CONTRACTOR for the following services below shall be invoiced based on actual hours worked.

- *Juvenile Evening Reporting Center (ERC)*
- *School and Juvenile Hall Based Services*
- *Training*

The billing rate for the above services is as follows:

Service Type/Level of Treatment	Rate
Case Manager	\$ 90.00 / hour
Treatment Staff (Therapist/ Behavioral Health Counselor)	\$120.00 /hour

Rates shall be effective October 1, 2022. Payment shall cover provision of case management, assessment, and group and individual treatment as defined in the Scope of Work. FTE allocations include time for documentation, preparation, supervision, training, and care coordination with CONTRACTOR and other providers, as required to deliver the Scope of Work.

The Chief Probation Officer is authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of \$262,000.

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

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]

[Street Address]

[City, ST ZIP Code]

FOR:

[Project or service description]

Contract No.

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



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1746

TO: Board of Supervisors

FROM: Steve Lederer, Director of Public Works

REPORT BY: Jonathan Delacruz, Assistant Engineer

SUBJECT: Creation of new Capital Improvement Project (CIP) Juvenile Justice Center Fencing, PW 22-37 and Budget Transfer

RECOMMENDATION

Director of Public Works requests the following actions regarding the Juvenile Justice Center Fencing project (4/5 vote required):

1. Creation of a new Capital Improvement Project (CIP) (Fund 3000, Org 3000503) for the Juvenile Justice Center Fencing project, PW 22-37 (Project 23019); and
2. Approval of a Budget Transfer for the following:
 - a. Increase appropriations by \$110,000 in the Criminal Justice Facility Construction budget (Fund 3000, Org 3001500) to transfer to Project 23019 offset by use of its available fund balance; and
 - b. Increase appropriations by \$110,000 in Project 23019 budget offset by transfer from the Criminal Justice Facility Construction budget.

EXECUTIVE SUMMARY

The Napa County Juvenile Justice Center's (JJC) perimeter fence is in need of a security upgrade and retrofit. In May 2022, an escape occurred from the JJC outdoor recreation area. With the assistance of law enforcement, the youth was returned and no one was harmed or injured. The JJC Fencing project will address the existing need for an upgrade to the perimeter fence system based on available budget. The creation of the JJC Fencing project and Budget Transfer funds the design, bidding, and construction of the project.

FISCAL & STRATEGIC PLAN IMPACT

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

Where is it budgeted?	Criminal Justice Facility Construction budget (Fund 3000, Org 3001500)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Funding will address the upgrade and retrofit of the perimeter fence system at the JJC.
Is the general fund affected?	No
Future fiscal impact:	Construction is expected to be completed in the Fall of 2022 with general perimeter fence maintenance in future years.
Consequences if not approved:	The upgrade of the fence reduces County liability for future escapes and restores the available outdoor recreation space for the physical and well-being of youth.
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 Napa County JJC's perimeter fence needs a security upgrade for the safety of the community, security of the youth, and allows youth to participate in outdoor recreation and receive sunshine for their well-being. With the needed upgrade, the affected perimeter is not being used, limiting outdoor recreation space and direct sunlight for youth until safely secured.

The JJC Fencing project is the most expeditious way to resolve the safety and security concerns based on available budget and maximizing the benefits for all users in the JJC.

JJE staff has received three (3) quotes from fencing contractors to retrofit and upgrade the existing perimeter fence however, the quotes were in excess of \$60,000. For any project over \$60,000, Public Works is required to develop plans and specifications and bid the project through an informal bidding procedures as defined in Napa County Code of Ordinances Chapter 2.38.

The creation of the JJC Fencing project and Budget Transfer will fund the design, bidding, and construction of the project. Construction is anticipated to cost approximately \$95,000 and \$15,000 to fund staff time to develop plans, specifications, bid the project, and manage construction. Construction is anticipated to be completed in the Fall of 2022.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1758

TO: Board of Supervisors
FROM: Steven Lederer, Director of Public Works
REPORT BY: Sydney Diede, Assistant Engineer
SUBJECT: Budget Transfer for Preliminary Design of Berryessa Knoxville Road FLAP 1 (RDS 22-05)
Roadway Seal

RECOMMENDATION

Director of Public Works requests approval of a Budget Transfer for Berryessa Knoxville Road FLAP 1 as follows: (4/5 vote required):

1. Increase appropriations by \$30,000 in Measure T Non-Operating Special Revenue Fund (Fund 2440, Org 1220053) (M-T SRF) offset by use of its available fund balance; and
2. Increase appropriations by \$30,000 in Berryessa Knoxville Road FLAP 1 Seal Project (Fund 2040, Org 2040500, Project 22027) offset by transfer from M-T SRF.

EXECUTIVE SUMMARY

In 2023, the Department of Public Works will pursue three (3) Roadway Seal projects within Napa County to maintain the pavement on Redwood Road (from the City of Napa limits to the intersection with Mount Veeder Road), on American Canyon Road East (from the City of American Canyon limits to the City of Vallejo limits), and on Berryessa Knoxville Road within the FLAP 1 limits (beginning at Spanish Flat Loop Road and ending at the intersection with Pope Valley Road). These three (3) seal projects have been combined into a single project to achieve an “economy of scale”, with the intention of obtaining better material and labor prices as well as a timely construction schedule. The three (3) roadways above will be evaluated for the proper road treatment in 2022, with construction ensuing by the Spring of 2023 and completed by the Fall of 2023. Additional funding is requested for Berryessa Knoxville Road FLAP 1 (Project 22027) to complete the preliminary design and prepare bid documents for construction.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Funding will come from M-T SRF. Project is budgeted in Berryessa Knoxville Road FLAP 1 Seal Project (Fund 2040, Org 2040500, Project 22027) .
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	The proposed project will preserve the existing pavement and prevent the need for more strenuous and expensive road repairs in the future. The requested Budget Transfer is for the preliminary design and preparation of bid documents for the Berryessa Knoxville Road Seal project that would be constructed in 2023.
Is the general fund affected?	No
Future fiscal impact:	Design will begin in Fiscal Year 2022-23 and construction will begin during the Fiscal Year 2022-23. Construction is likely to continue into Fiscal Year 2023-24.
Consequences if not approved:	If not approved, there will not be enough money within Project 22027 to complete the preliminary design and the bid documents to construct roadway repairs on Berryessa Knoxville Road. This project will prevent the road from degrading and help the County to avoid costly repair and resurfacing work in the future.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information	Sealing Berryessa Knoxville Road is required by the Federal Highway Administration (FHWA) as they provided a grant to reconstruct this road in 2015; further, to maintain eligibility for future FHWA grants it is imperative that the County provides maintenance to this road (for additional information refer to the Background and Discussion section).

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

Berryessa Knoxville Road is located in the most eastern portion of the County, it provides access along the west side of Lake Berryessa, and it connects Napa County to Lake County. The Napa County General Plan Circulation Element classifies Berryessa Knoxville Road as a two (2) lane arterial road that provides access between State Route 128 (Sage Canyon Road) and Pope Canyon Road.

Based upon available records, Berryessa Knoxville Road was originally constructed in the mid 1950’s when the U.S. Bureau of Reclamation built the Monticello Dam. In 2015, the Federal Highway Administration (FHWA) reconstructed a portion of Berryessa Knoxville Road, also known as FLAP 1, which spans from Spanish Flat Loop Road to Pope Canyon Road, approximately eight (8) miles.

In 2018, Napa County voters passed a ½-cent sales tax, known as Measure T, to finance the maintenance and repair of existing roads within the Napa County limits. Experience demonstrates that it is essential to perform

preventative maintenance to prolong the life span of a roadway at a lower cost, rather than reconstructing a road after it has failed at 10 to 30 times the cost of preventative maintenance.

The FHWA is considering providing federal funding for the reconstruction of the FLAP 2 portion of Berryessa Knoxville Road (which spans from State Route 128 to the beginning of FLAP 1), with reconstruction possibly occurring in 2027. Given that the FLAP 1 portion of the road was reconstructed in 2015 and the County is applying for federal funding to reconstruct an additional section of Berryessa Knoxville Rd. under FLAP 2, resurfacing the FLAP 1 area will ensure compliance with the County's Pavement Management Program (PMP) and is consistent with Napa County's response in the FLAP 2 application to FHWA that the County can afford to maintain, but not reconstruct, Berryessa Knoxville Road.

To properly maintain Berryessa Knoxville Road, the Department of Public Works staff is proposing a single chip seal on the road surface topped with a fog seal. This type of surface treatment will ensure that minor cracks, that have developed since the road's reconstruction, will not develop any further and other surface deformities could be sealed and protected from exposure. It is the Department of Public Works intention to maintain Berryessa Knoxville Road FLAP 1 as part of the 2023 Seal Projects and we request additional funding for the design and bid phase of this project.

**County of Napa
Public Works Department**

BUDGET SUMMARY: BERRYESSA KNOXVILLE ROAD (FLAP 1) SEAL PROJECT: RDS 22-05						
						9/14/2022
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$0	\$0	\$0	\$0	0%	\$0
10% Construction Contingency	\$0	\$0	\$0	\$0	0%	\$0
Design and Engineering / County Project Management	\$41,000	\$26,000	\$15,000	\$15,000	100%	\$0
Design and Engineering Contingency	\$4,000	\$4,000	\$0	\$0	0%	\$0
Construction Management	\$0	\$0	\$0	\$0	0%	\$0
Environmental, Geotechnical and Special Inspections	\$0	\$0	\$0	\$0	0%	\$0
Permits	\$0	\$0	\$0	\$0	0%	\$0
TOTAL	\$45,000	\$30,000	\$15,000	\$15,000	100%	\$0



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1678

TO: Board of Supervisors

FROM: John Tuteur - Recorder-County Clerk

REPORT BY: John Tuteur - Recorder-County Clerk

SUBJECT: Assessor-Recorder-County Clerk requests approval of Addendum 17 to Electronic Recording MOU with CA Department of Justice

RECOMMENDATION

Assessor-Recorder-County Clerk requests approval of and authorization for the Chair to sign Addendum No. 17 to Agreement No. 170547B with the California Department of Justice increasing the amount by \$1,490 for a new maximum of \$27,327 and extending the term through June 30, 2023 for cost-sharing in a statewide Electronic Recording Delivery System (ERDS).

EXECUTIVE SUMMARY

Assessor-Recorder-County Clerk requests approval of Addendum 17 to the Memorandum of Understanding (MOU) with the California Department of Justice for continued participation and cost-sharing in a statewide Electronic Recording Delivery System (ERDS). Effective March 1, 2010, the Board of Supervisors approved a \$1.00 per document electronic recording fee which is deposited in the Recorder Electronic Recording Special Revenue Fund. Costs of this program are charged to that fund.

FISCAL & STRATEGIC PLAN IMPACT

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

Discretionary Justification:	In 2005 California authorized a statewide Electronic Recording Delivery System (ERDS) for recording of digitized and digital documents. Napa County began electronic recording in June 2016. Participation in the ERDS from the outset in 2005 (21 counties which has now grown to 52) has been beneficial for Napa County in assuring our concerns and suggestions are addressed. Approximately 60% of daily documents are now recorded electronically.
Is the general fund affected?	No
Future fiscal impact:	The Board has approved a \$1.00 electronic recording fee for each document effective March 1, 2010. There is no sunset provision to this fee. MOU costs will be covered from these fees.
Consequences if not approved:	Napa County will not be able to participate in the ongoing development and implementation of the ERDS.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

The Electronic Recording Delivery Act of 2004 (Act), Government Code section 27393 - 27399, establishes an electronic recording delivery (e-recording) system and authorizes the California Attorney General to oversee the process and for counties to participate via Resolution. The Act also requires any county establishing an e-recording system to pay the Attorney General for the direct costs related to the development and adoption of corresponding regulations and oversight. Napa County was one of the original 21 counties to participate in the process. There are now 52 counties in the program.

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

The estimated statewide cost of the program for 2022-2023 is \$326,068 of which Napa County's proportionate share is \$1,490. Napa County's total share since inception including the 2022-2023 amount will be \$27,327. Napa County began electronic recording in June 2016. We now record electronically approximately 60% of our daily documents.

Fiscal Year 2022/2023 Addendum to Memorandum of Understanding
(Napa County Agreement No. 170547B-Addendum 17)
Department of Justice
Electronic Recording Delivery System
Costs for Regulation and Oversight

Parties

This Addendum Number 17 to the Memorandum of Understanding (Napa County Agreement No. 170547B-original Agreement 6527) (Addendum) is between the California Department of Justice, hereinafter referred to as “DOJ” and the County of Napa, hereinafter referred to as “County.” County and DOJ may be referred to collectively as “Parties” and individually as “Party.”

Incorporation by Reference of MOU

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

Purpose

The purpose of this Addendum is to execute Addendum No. 17 to the Memorandum of Understanding previously executed by the Parties to comply with the Electronic Recording Delivery Act of 2004 (ERDA) (Gov. Code, §§ 27390-27399; “Act”). This Addendum shall operate to bind the Parties to the final proportionate costs to the County for fiscal year 2022/2023. These costs include the costs for regulation and oversight.

Agreement

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

Term of Addendum

The term of this Addendum operates for fiscal year 2022/2023.

MOU Representatives

The Addendum representatives during the term of this Addendum are:

County of: Napa

Name: John Tuteur, Assr-Redr-Co Clk

Phone: (707) 253-4459

Fax: (707) 299-4440

E-mail: john.tuteur@countyofnapa.org

Department of Justice

Name: John Navarrete, Field Rep

Phone: (916) 210-3144

Fax: (916) 227-0595

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

Agreed and Accepted

Certification of Addendum Representatives

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

County of: Napa

Name: John Tuteur

Department of Justice

Name: John Navarrete

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Dated _____, ____.

RYAN GREGORY, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>August 31, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>Date: _____</p>
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Attachments: Final Proportionate Costs: Attachment A

FINAL PROPORTIONATE COST
FOR COUNTY RECORDERS TO
FUND DOJ PROGRAM COSTS

County	Recordings*	% of Recordings (Based on Letter of Intent)	Final County Cost FY 2022/2023
Total	10,481,004		326,068
Alameda	409,856	3.91%	12,750.78
Alpine	1,003	0.01%	31.20
Butte	66,081	0.63%	2,055.80
Calaveras	25,186	0.24%	783.55
Contra Costa	415,119	3.96%	12,914.51
Del Norte	6,153	0.06%	191.42
El Dorado	149,541	1.43%	4,652.28
Fresno	213,640	2.04%	6,646.42
Glenn	7,698	0.07%	239.49
Humboldt	36,451	0.35%	1,134.00
Imperial	33,311	0.32%	1,036.32
Inyo	3,615	0.03%	112.46
Kern	243,160	2.32%	7,564.80
Kings	34,213	0.33%	1,064.38
Lake	21,801	0.21%	678.24
Los Angeles	1,938,719	18.50%	60,314.28
Madera	40,516	0.39%	1,260.47
Marin	90,047	0.86%	2,801.40
Mendocino	26,254	0.25%	816.77
Merced	58,427	0.56%	1,817.69
Modoc	3,713	0.04%	115.51
Mono	9,023	0.09%	280.71
Monterey	100,982	0.96%	3,141.59
Napa	47,890	0.46%	1,489.88
Nevada	40,231	0.38%	1,251.60
Orange	778,718	7.43%	24,226.21
Placer	186,240	1.78%	5,794.00
Plumas	10,231	0.10%	318.29
Riverside	766,358	7.31%	23,841.69
Sacramento	494,090	4.71%	15,371.33
San Benito	22,662	0.22%	705.02
San Bernardino	686,869	6.55%	21,368.75
San Diego	1,036,185	9.89%	32,236.11
San Francisco	219,578	2.10%	6,831.15
San Joaquin	217,441	2.07%	6,764.67
San Luis Obispo	103,560	0.99%	3,221.79
San Mateo	210,928	2.01%	6,562.05
Santa Barbara	112,069	1.07%	3,486.51
Santa Clara	520,431	4.97%	16,190.81
Santa Cruz	47,342	0.45%	1,472.83
Shasta	63,932	0.61%	1,988.95
Siskiyou	13,480	0.13%	419.37
Solano	156,938	1.50%	4,882.40
Sonoma	140,990	1.35%	4,386.25
Stanislaus	147,987	1.41%	4,603.93
Sutter	28,940	0.28%	900.33
Tehama	18,298	0.17%	569.26
Tulare	113,423	1.08%	3,528.63
Tuolumne	20,356	0.19%	633.28
Ventura	248,663	2.37%	7,736.00
Yolo	63,199	0.60%	1,966.14
Yuba	29,466	0.28%	916.70
	10,481,004		\$326,068.00

*Recordings are based on what the counties submitted to the Insurance Commissioner in 2021 per the LOI



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1739

TO: Board of Supervisors
FROM: Becky Craig - Acting County Executive Officer
REPORT BY: Sandra Hage - Staff Services Analyst II
SUBJECT: Budget Transfer to Increase Appropriations for FY20HSGP

RECOMMENDATION

Risk and Emergency Services Manager requests approval of a Budget Transfer increasing appropriations in the Emergency Services Grants subdivision budget by \$49,988 with offsetting revenues from federally funded 2020 Homeland Security Grant Program (HSGP) re-budgeted from FY2021-22 for the purchase of cybersecurity software for the City of Napa and personal protective equipment for County Fire. (4/5 vote required)

EXECUTIVE SUMMARY

Since the 2020 Homeland Security Grant crosses the County's fiscal years, this accounting transaction needs to occur to ensure the funds are appropriated in FY22-23.

The Board previously approved acceptance of the federally funded FY2020 Homeland Security Grant Program (HSGP) for the period of September 1, 2020 - May 31, 2023. This item increases expenditures in the Emergency Services Grants subdivision in the amount of \$49,988.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Federally funded 2020 HSGP funds will reimburse the grant budget a maximum of \$49,988 upon completion of the grant's performance period.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The purchase of equipment and services associated with the Emergency Operations Center will enable County first responders to better communicate and respond to a disaster or other critical incident and will greatly enhance its ability to coordinate response to catastrophic events.
Is the general fund affected?	Yes
Future fiscal impact:	None

Consequences if not approved: The lack of interoperability would continue to burden first responders and the County's Emergency Operations Center would not have access to technologies and equipment capable of making smooth coordination of operational resources a reality.

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 Regulations 15378 (State CEQA Guidelines) and therefore, CEQA is not applicable.

BACKGROUND AND DISCUSSION

This item increases expenditures in the Emergency Services Grants sub-division in the amount of \$49,988. This amount is the remaining balance of the 2020 Homeland Security Grant (HSGP) to be carried over from Fiscal Year 2021-22.

As required in the State of California Office of Emergency Services (Cal OES) FY2020 HSGP, the proposed expenditure plan was developed in consultation with the Approval Authority Body ("Gang of 5") composed of the Napa County Sheriff, the County Public Health Officer, the County Fire Chief, the City of Napa Fire Chief and the City of Napa Police Chief. A summary of the plan projects are enumerated here:

- Cybersecurity Enhancement Project: \$25,000
- Ballistic Protection Vests for Firefighters: \$17,648
- Grant Management and Administration: \$7,340

The grant terms require the County to purchase the equipment and services prior to receiving reimbursement from the grant funds. Therefore, approval of the budget adjustment in the amount of \$49,988 is requested.



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1764

TO: Board of Supervisors
FROM: Kerry John Whitney - Risk and Emergency Services Manager
REPORT BY: Brianna Jones - Emergency Services Officer
SUBJECT: Designate Agents for Emergency Services Funding

RECOMMENDATION

Risk and Emergency Services Manager requests adoption a Resolution authorizing specified County officials to execute applications and related documents required to obtain federal and/or state financial assistance in connection with these disaster incidents and those that might arise in the future.

EXECUTIVE SUMMARY

The Resolution will authorize specified County officials to execute applications and related documents required to obtain federal and/or state financial assistance in connection with disaster incidents such as COVID-19 and those that might arise in the future. The Resolution is effective for three years and was last approved in 2020. This resolution is requesting the same authorized officials with the addition of the Emergency Services Manager.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Potential state and federal cost reimbursement.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the resolution authorizing specified staff to request state and federal financial funding will assist efforts to secure reimbursement to the County and other local entity costs associated with future disasters.
Is the general fund affected?	Yes
Future fiscal impact:	The future fiscal impact is unknown at this time.
Consequences if not approved:	Timely submittal of documents would not occur, and funding could be jeopardized.
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

It is recommended that the Board update their designation of officials who are authorized agents for the County in order to sign applications and related documents for the purpose of obtaining federal and/or state disaster funding. The resolution, which is required to be on file with State of California Office of Emergency Services (OES), can remain in effect for all open and future disasters for up to three years. The Board has previously updated and adopted these “authorized agent” resolutions over the years as required by the State. Apart from the Emergency Services Manager addition to the authorized agent list all other authorized officials are to be the same. The County designated by position, and the sends and accompanying letter to State OES listing the current officials holding these positions. Should an official no longer hold that position, a new letter can be submitted without requiring the Board to adopt a new resolution.

RESOLUTION NO. 2022-

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, DESIGNATING NAPA COUNTY'S
AGENTS RELATING TO APPLICATIONS FOR
EMERGENCY SERVICES FUNDING**

WHEREAS, the Napa County Board of Supervisors, a public entity established under the laws of the State of California, seeks to file applications relating to certain federal financial assistance for emergency services; and

WHEREAS, as part of such applications, Napa County is required to designate officials who are authorized to execute documents relating to such applications.

NOW THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors that the individuals whose titles appear below are hereby designated as Authorized Officials/Agents and are authorized to execute, either individually or collectively, for and on behalf of Napa County, a public entity established under the laws of the State of California, applications and related documents and to file same with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act:

Authorized Officials/Agents:

County Executive Officer/Director of Emergency Services
Assistant County Executive Officer
Deputy County Executive Officer
Principal Management Analyst
Auditor-Controller
Emergency Services Manager

BE IT FURTHER RESOLVED that Napa County hereby authorizes its agents to provide to the Governor's Office of Emergency Services, for all matters pertaining to such disaster assistance, the required assurances and agreements.

BE IT FURTHER RESOVLED that this resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

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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 27th day of September, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____
ABSTAIN: SUPERVISORS _____
ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy</p> <p>Date: <u>September 14, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1727

TO: Board of Supervisors

FROM: UC Cooperative Extension: Dr. Monica Cooper - Department Head

REPORT BY: Jessica Sandoval - Staff Services Analyst

SUBJECT: Request For Approval and Authorization for the Chair to sign Agreement No. 230181B between the County of Napa and The Regents of the University of California to enter into a Cost-Sharing Agreement to support a UCCE Project Scientist: Water Resources and Resiliency

RECOMMENDATION

UC Cooperative Extension Napa requests the approval and authorization for the Chair to sign Agreement No. 230181B between the County of Napa and The Regents of the University of California to enter into a Cost-Sharing Agreement for a maximum/annual contract amount of \$115,000 for the term July 1, 2022 through June 30, 2023 to support the work of a UCCE Project Scientist specializing in Water Resources and Resiliency.

EXECUTIVE SUMMARY

UC Cooperative Extension Napa requests the approval and authorization for the Chair to sign Agreement No. 230181B between the County of Napa and The Regents of the University of California to enter into a Cost-Sharing Agreement to support a UCCE Project Scientist: Water Resources and Resiliency Scientist. The University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service. The term of this Agreement shall be from July 1, 2022, through June 30, 2023, with opportunity for annual renewal in July of 2023 and 2024, for a total of 3-project years. The County has already approved the budget allocation of \$115,000 for during the June 2022 FY22-23 budget hearings.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	18000-52120 Agricultural Services
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This is not a mandated program and is voluntary in nature. Funding was already approved for FY 22-23 as Napa County has a vested interest in ensuring a stable and reliable water supply for all stakeholders and encouraging water resiliency across our diverse ecosystems.
Is the general fund affected?	Yes

Future fiscal impact:	Approved cost for FY 2022-23 is \$115,000. If the Agreement is renewed annually, projected personnel costs for FY 2023-24 are \$118,450 and for FY 2024-25 are \$122,000 (3% annual cost of living adjustment increase).
Consequences if not approved:	Napa County would not have use of the Project Scientist's research, developed resiliency strategies, and public policy outreach specific to the improvement of local water resources of Napa County.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

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

BACKGROUND AND DISCUSSION

UC Cooperative Extension Napa requests the approval and authorization for the Chair to sign Agreement No. 230181B between the County of Napa and The Regents of the University of California to enter into a Cost-Sharing Agreement to support a UCCE Project Scientist: Water Resources and Resiliency Scientist.

The University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service. The UCCE Project Scientist position will work to develop creative research and collaborations, and to extend research-based information in water resources & resiliency to the Napa County community.

As a primarily rural area with a strong agricultural economy and commitment to open space, Napa County has a vested interest in ensuring a stable and reliable water supply for all stakeholders and encouraging water resiliency across our diverse ecosystems. The Project Scientist will be based at the UC Cooperative Extension facility in Napa County and will be responsible for developing technical research and a diverse outreach program focused on water resources and water resiliency across Napa County's ecosystems, including agriculture, forestry, open space and urban.

The Project Scientist will interface with agriculturalists, public agencies, non-profit organizations, urban water users, and the public, as well as existing technical committees such as Napa County Groundwater Sustainability Agency (NCGSA) and the Watershed Information Center (WIC). The Project Scientist will acquire and share technical knowledge of surface and groundwater resources in Napa County, promote stewardship of these resources to meet the needs of competing users and natural systems, and work collaboratively to develop water resiliency strategies that can be implemented by stakeholders across the region.

For FY 2022-2023 and FY 2023-2024, funding support for salary and administrative expenses (office space, vehicle, etc.) will be provided by Napa County, with an option to renew support for FY 2024-2025, based upon demonstrated outcomes and impacts. Personnel costs (salary and benefits) for FY 2022-23 are \$115,000. Projected personnel costs for FY 2023-24 are \$118,450 and for FY 2024-25 are \$122,000 (3% annual cost of living adjustment). The County has already approved the FY 22-23 expenditure during the June 2022 budget hearings and this amount is currently allocated in the UCCE department budget account: 18000-52120: Agricultural Services.

The term of this Agreement shall be from July 1, 2022, through June 30, 2023, with opportunity for annual

renewal in July of 2023 and 2024, for a total of 3-project years.

AGREEMENT NO. 230181B
between
NAPA COUNTY
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is made by and between Napa County (hereinafter called "County") and The Regents of the University of California (hereinafter called "University"), on behalf of its University of California Cooperative Extension, Napa County.

WHEREAS, the University and County have a long history of working cooperatively in furtherance of the University's constitutional objectives of teaching, research and public service; and

WHEREAS, the University and County desire to facilitate their programs by cost sharing certain staff positions; and

WHEREAS, the County finds that this cost-sharing agreement will support and further the goals and initiatives of the University of California Cooperative Extension Napa's office as set forth for the fiscal year 2022-2023; and

WHEREAS, the County supports the work of this UCCE Project Scientist position that is working to develop creative research and collaborations, and to extend research-based information in water resources & resiliency; and

WHEREAS, the County has already approved this expenditure during the June 2022 budget hearings.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF WORK. County shall reimburse University for payroll and related benefit and support expenses of a project scientist in accordance with this Agreement. University will provide a water science program to benefit Napa communities. The project scientist position described herein shall be an employee position of the Regents of the University of California and not an employee of the County of Napa.
2. PERIOD OF PERFORMANCE. The term of this Agreement shall be from July 1, 2022, through June 30, 2023, with opportunity for annual renewal in July of 2023 and 2024, for a total of 3-project years.
3. TERMINATION. This Agreement shall be subject to termination by either party at any time, upon providing sixty (60) days prior written notice to the other party. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which have been advanced in excess of total costs incurred.
4. ALTERATION, AMENDMENT. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. RATES. The County shall pay the University a fixed amount of One Hundred and Fifteen Thousand (\$115,000), upon receipt of invoice for full amount. University's central accounting office shall submit invoice to Monica Cooper, UCCE Napa, 1710 Soscol Avenue, Suite 4, Napa, CA 94559, mlycooper@ucanr.edu. County shall make checks payable to "The Regents of the University of California", reference this agreement by number, and mail the payment to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, CA 90074-1816

6. INDEMNIFICATION. The Parties shall defend, indemnify and hold each other harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party or its officers, agents, or employees.
7. NOTICE. All notices concerning this Agreement shall be effective only if made in writing, personally delivered or deposited in the United States mail, postage prepaid and addressed as follows:

TO: UNIVERSITY
University of California
2801 Second Street
ANR Office of Contracts & Grants
Davis, CA 95618
ATTN: Kimberly Lamar

TO: Napa County
Napa County/UCCE 1710
Soscol Avenue, Suite 4,
Napa, CA 94559
Attn: Monica Cooper

8. WHOLE AGREEMENT. This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.
9. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: Kimberly Lamar
Kimberly Lamar, Associate Director
ANR Office of Contracts and Grants

Date: 7/12/2022

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors "County"

Date: _____

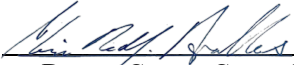
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u></u> Deputy County Counsel</p> <p>Date: <u>9/7/2022</u></p> <p>Doc. No. 79095</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>_____</p>
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EXHIBIT A

Position Description

Project Scientist, Water Resources & Water Resiliency

UC Agriculture & Natural Resources, Cooperative Extension, Napa County

The Project Scientist makes significant and creative contributions to a research or creative project in their academic discipline. The appointee possesses the subject matter expertise and the creative energy necessary to function at a high level of competence. The appointee will participate in activities to increase, improve, or upgrade competency. Appointees with Project Scientist titles may engage in University and public service. They do not have teaching responsibilities. Although the Project Scientist is expected to work independently under the general guidance of an academic member with an independent research program they are not required to develop an independent research program or reputation. They will carry out research or creative programs with supervision by an individual in an academic title that carries with it automatic Principal Investigator status. The Project Scientist does not usually serve as a Principal Investigator but may do so by exception.

PURPOSE & CLIENTELE

Water is the life blood of California's economy and the underpinning of its diverse ecosystems. As such, water supply and water quality are critical issues facing the state's agricultural, urban, and natural ecosystems now and into the future. As a primarily rural area with a strong agricultural economy and commitment to open space, Napa County has a vested interest in ensuring a stable and reliable water supply for all stakeholders and encouraging water resiliency across our diverse ecosystems. The Project Scientist will be based at the UC Cooperative Extension facility in Napa County. And will be responsible for developing a technical research and diverse outreach program focused on water resources and water resiliency across Napa County's ecosystems, including agriculture, forestry, open space and urban. As such, the Project Scientist will interface with agriculturalists, public agencies, non-profit organizations, urban water users, and the public, as well as existing technical committees such as Napa County Groundwater Sustainability Agency (NCGSA) and the Watershed Information Center (WIC). The Project Scientist will acquire and share technical knowledge of surface and groundwater resources in Napa County, promote stewardship of these resources to meet the needs of competing users and natural systems, and work collaboratively to develop water resiliency strategies that can be implemented by stakeholders across the region.

MAJOR RESPONSIBILITIES

I. RESEARCH (55%)

Research activity (40%)

This position requires creative contributions to and collaborative development of an active research program investigating topics relevant to water resources and resiliency. The candidate will develop collaborative teams with other UC ANR academics, campus-based specialists and faculty, and community-based stakeholders to determine and meet research goals and outreach objectives. The Project Scientist will design specific projects, including the selection of appropriate methods and techniques. In some cases, the candidate may supervise students or technicians regarding the technical aspects of the research, including methods

development, trouble-shooting problems, interpreting results and planning follow-up experiments.

Publication (10%)

Either independently or in collaboration with the members of the research & outreach team, the Project Scientist will publish research results and management guidelines in peer-reviewed journals, newsletters, and other electronic and print resources that are accessible to professionals and the lay audience.

Funding (5%)

If the appointment is to continue beyond the period of County-based support, the candidate, in collaboration with the PI and research team, would seek other sources of funding to support the Project Scientists' salary and benefits, as well as those of any support staff. Options for funding support include competitive grants from state and federal agencies, as well as other sources such as donations or fundraising. The Project Scientist will assist in formulating proposals for funding from federal and state agencies and other funding organizations. The Project Scientist will interact with funding agencies and prepare reports, modifications of budgets and other reporting components as required by the granting agencies.

II. OUTREACH & PUBLIC SERVICE (40%)

The Project Scientist will engage in outreach activities that include presenting evidence-based assessments of water resources and water resiliency strategies. They will use communication methods that are responsive to stakeholders, and appropriate for the audience and situation, particularly with respect to race, culture, and ethnicity. In collaboration with UC colleagues, they will deliver impactful, evidence-based educational programs (seminars, workshops, field days) and resources (handouts, videos) to stakeholders including agricultural professionals, natural resource managers, public agencies, non-profit organizations, urban water users, and the public. They will engage with existing technical committees, such as NCGSA and WIC. As appropriate, the Project Scientist will act as a facilitator in the public policy arena to effectively bridge divergent interests around issues of water quality, sustainability, and resiliency.

III. PROFESSIONAL COMPETENCE AND ACTIVITY (5%)

The candidate will participate in professional societies and conferences appropriate to their discipline. The candidate will attend seminars to present research results and will give oral presentations to the public and to professionals in the agricultural and supporting industries.

IV. BUDGET

For FY 2022-2023 and FY 2023-2024, funding support for salary and administrative expenses (office space, vehicle, etc.) will be provided by Napa County, with an option to renew support for FY 2024-2025, based upon demonstrated outcomes and impacts. Personnel costs (salary and benefits) for FY 2022-23 are \$115,000. Projected personnel costs for FY 2023-24 are \$118,450 and for FY 2024-25 are \$122,000 (3% annual cost of living adjustment).



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1782

TO: Board of Supervisors
FROM: Becky Craig - Acting County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: PUBLIC EMPLOYEE APPOINTMENT

RECOMMENDATION

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

Title: Interim County Executive Officer



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1806

TO: Board of Supervisors
FROM: Becky Craig, Acting County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Potential initiation of litigation pursuant to Government Code Section

54956.9(d)(4): (2 matters)



Napa County

Board Agenda Letter

Board of Supervisors

Agenda Date: 9/27/2022

File ID #: 22-1812

TO: Board of Supervisors
FROM: Becky Craig, Acting County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

RECOMMENDATION

CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

Name of case: City of Long Beach et al. v. Monsanto Company et al.

US District Court Case No. 2:16-cv-03493-FMO-AS (class-action)