

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOLDEN STATE FINANCE AUTHORITY  
AND  
THE COUNTY OF NAPA  
REGARDING A JAIL MEDICAL CARE FEASIBILITY STUDY  
FOR THE BAY AREA REGION OF CALIFORNIA**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is dated March 17, 2026 and made between the **GOLDEN STATE FINANCE AUTHORITY (“GSFA”)** and the **COUNTY OF NAPA (“County”)**. This MOU is made in reference to the following facts:

**RECITALS:**

- (a) GSFA is a joint powers authority organized and existing under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code, exercising powers common to its forty member counties and all additional powers given to a joint powers entity under any of the laws of the State of California.
- (b) Under the Joint Exercise of Powers Act (Gov. Code, §§ 6500 et seq.), GSFA and County (collectively, the “Parties”) are authorized to enter into an agreement to jointly exercise any power common to both entities.
- (c) GSFA, in consultation and coordination with County, issued a Request for Proposals for a Jail Medical Care Feasibility Study (RFP # 2025-GSFA-001, issued October 13, 2025) (the “RFP”), attached hereto as **Attachment A**.
- (d) GSFA received a response to the RFP (the “Proposal”), attached hereto as **Attachment B**, under which third-party consultant NCCHC Resources Inc. (“Consultant”) will provide services to a group of counties in a designated region, as described in the RFP, (the “Designated Region”), including County, to conduct a feasibility study that evaluates alternative models for jail medical care delivery.
- (e) The Designated Region that County is a part of also includes the Counties of Solano and Sonoma.
- (f) County desires for GSFA to contract with Consultant to provide the services described above to County.
- (g) Following execution of this MOU and agreements with the other counties in the Designated Region, GSFA will contract with Consultant and will facilitate the execution of the services in the Designated Region.
- (h) County will pay GSFA for a defined share of Consultant’s services and GSFA will remit those payments to Consultant.

**THEREFORE, THE PARTIES SHALL JOINTLY EXERCISE THEIR COMMON POWER AS FOLLOWS:**

1. Recitals Incorporated. The above recitals are true and correct, and are hereby incorporated into this MOU.
2. Authority. This MOU is authorized by Government Code sections 6500 et seq. and Section 6 of that certain *Amended and Restated Joint Exercise of Powers Agreement* dated November 1, 2019.
3. Responsibilities of GSFA. GSFA shall do all of the following:
  - a. Upon execution of this MOU and agreements with all of the other counties in the Designated Region, GSFA shall engage Consultant to provide the services described in the RFP and Proposal.
  - b. GSFA shall facilitate Consultant's timely execution of those services by acting as an intermediary between County, other counties in the Designated Region, and Consultant; convening coordination meetings between county staff and the Consultant; and mediating any disputes between the Consultant and the counties in the Designated Region, or among those counties.
  - c. GSFA shall act as a pass through between County and Consultant for all amounts due to Consultant consistent with the terms of the RFP, Proposal, and any subsequent agreement GSFA shall enter into with Consultant. Upon receipt of an invoice from Consultant, GSFA shall bill County for its proportionate share of those costs, as described in Section 5. GSFA shall then remit those payments it receives from County to Consultant.
  - d. Except as provided in Section 5, GSFA shall bear all costs of administering this MOU and its agreement with Consultant, and County shall have no responsibility for those costs.
4. Responsibilities of County. County shall do all of the following:
  - a. County shall promptly pay to GSFA all undisputed payments billed to GSFA by Consultant, as described in Section 5.
  - b. County shall reasonably cooperate with Consultant and GSFA as Consultant provides the services described in the RFP and Proposal. This includes without limitation cooperating with Consultant to gather any information and documentation necessary to support Consultant's work.
5. Fiscal Provisions.
  - a. County and the other counties within the Designated Region have agreed to a cost allocation to pay for a fixed share of Consultant's services ("Cost Allocation"), attached hereto as **Attachment C**.
  - b. GSFA shall bill County a proportionate amount of the costs of services. Specifically, County's share of each bill shall be the percentage of the total costs for the Designated Region allocated to County in the Cost Allocation, divided by the total amount of all participating counties in the Designated Region.
  - c. As shown in the Cost Allocation, County's maximum not-to-exceed amount for the services described herein, absent subsequent written amendment of this MOU, is \$42,283.59.

- d. Consultant will bill GSFA for all services it performs pursuant to the RFP and Proposal. Consultant will not bill County for these services.
  - e. Upon receiving an invoice from Consultant for those services, GSFA shall bill County for those amounts due within 30 days of receipt of any such invoice.
  - f. County shall pay GSFA all amounts so billed within 30 days of receipt of an invoice from GSFA. Payments shall be made to “Golden State Finance Authority.”
  - g. GSFA shall bear all costs incurred for work performed by officers, employees, or other staff of GSFA and its affiliates (including Rural County Representatives of California) related to the subject matter of this MOU.
  - h. County shall bear all costs incurred for work performed by County officers, employees, or other staff related to the subject matter of this MOU.
6. Term. This MOU shall become effective as of the date signed by both parties and shall remain in effect until the completion of the services described in the RFP and Proposal and shall remain in effect unless terminated pursuant to Section 7.
7. Termination. County acknowledges that GSFA will contract with Consultant in reliance on County executing this MOU, and that the services Consultant will perform for County shall also benefit other counties in the Designated Region. Therefore, neither County nor GSFA may unilaterally terminate this MOU for any reason.
- a. Termination for Cause by County. Should County identify cause for termination, including but not limited to nonperformance by Consultant or a clear likelihood that Consultant will be able to perform without increasing its fees beyond the amounts stated in the Cost Allocation, County shall notify GSFA in writing of its desire to terminate. GSFA, in coordination with the other counties in the Designated Region, shall then at its sole discretion determine whether cause for termination exists. If GSFA determines that causes for termination exists, it shall first attempt to address the causes for termination with Consultant, and if it is unable to do so terminate this MOU.
  - b. Termination for Cause by GSFA. Should GSFA identify cause to terminate its agreement with Consultant or cause to terminate this MOU, it shall promptly notify County of its intent to terminate this MOU. GSFA shall coordinate with the other counties in the Designated Region prior to taking any action to terminate its agreement with Consultant or this MOU. GSFA shall retain sole discretion for determining whether cause exists for termination of its agreement with Consultant or this MOU.
  - c. Effect of Termination with Another County. Should GSFA terminate its agreement with any other county in the Designated Region, GSFA shall promptly notify County and then coordinate with Consultant and County to identify a means of modifying its agreement with Consultant such that services may continue. GSFA shall then provide County the opportunity to modify or terminate this MOU due to any change in project scope or cost.

- d. In the event of cancellation of this MOU for any reason, GSFA shall promptly bill County for all outstanding amounts due, and County shall promptly pay those amounts. No additional costs shall accrue following termination of GSFA's agreement with Consultant.
8. Compliance with Law. GSFA and County shall perform all functions related to the services or activities described herein in accordance with all applicable federal, state, and local laws, ordinances, regulations.
9. Independent Contractor. GSFA shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this MOU is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which GSFA performs the services which are the subject matter of this MOU. GSFA and affiliate staff performing services under this MOU not be deemed employees of County for any purpose.
10. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:
- a. GSFA shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of GSFA, or any person employed by or under GSFA in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.
- b. County shall hold harmless, defend, and indemnify GSFA, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of GSFA) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of GSFA.
12. Insurance. GSFA and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a

certificate evidencing the insurance requirements of this paragraph shall be provided.

12. No Third Party Beneficiary. Except as stated in Paragraph 7 (Termination), nothing in this MOU shall be construed to create any rights of any kind or nature in any other party not a named party to this MOU.
13. Authorization. Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
14. Entire Agreement/Amendments. This MOU supersedes all previous agreements or understandings, and constitutes the entire understanding between the parties with respect to the above referenced services, terms of compensation, and otherwise. This MOU shall not be amended, except in a writing that is executed by authorized representatives of both parties.
15. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
16. Notices. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent first class mail to the following addresses:

GSFA: Golden State Finance Authority  
Attn: Executive Director  
1215 K Street, Suite 1650  
Sacramento, CA 95814

County: Napa County Administration Building  
1195 Third Street  
Napa, CA, 94559

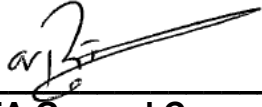
**IN WITNESS WHEREOF**, GSFA and County have executed this Memorandum of Understanding on the day and year set forth below.

Date: \_\_\_\_\_

**GOLDEN STATE FINANCE AUTHORITY**

By: \_\_\_\_\_  
**Executive Director**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**GSFA General Counsel**

NAPA COUNTY, a political subdivision of the

State of California

By: \_\_\_\_\_  
AMBER MANFREE, Chair of the  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u>, Deputy</p> <p>Date: 4/17/26</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting 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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**ATTACHMENT A**

Request for Proposals # 2025-GSFA-001  
Including Addendum #1 thereto

**ATTACHMENT B**

Consultant Proposal

## ATTACHMENT C

### Cost Allocation

#### Bay Area Region Cost Allocation

Bay Area Region – Selected Consultant: *NCCHC Resources Inc.*  
Region Total: \$332,000

<b>Participating Counties</b>	<b>Total County Population (Jan 2025) Pro-Rata Cost Allocation</b>	<b>Percent of Total Project Cost for Designated Region</b>
Napa	\$42,283.59	12.74%
Solano	\$139,731.48	42.09%
Sonoma	\$149,984.92	45.18%
<b>Total</b>	<b>\$332,000</b>	<b>100%</b>