



**Local Agency Formation Commission of Napa County**  
Subdivision of the State of California

1754 Second Street, Suite C  
Napa, California 94559  
Phone: (707) 259-8645  
[www.napa.lafco.ca.gov](http://www.napa.lafco.ca.gov)

---

*We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture*

---

**Agenda Item 5 (Workshop)**

**TO:** Local Agency Formation Commission

**PREPARED BY:** Brendon Freeman, Executive Officer *BF*  
Dawn Mittleman Longoria, Assistant Executive Officer *DML*  
Stephanie Pratt, Clerk/Jr. Analyst *SP*

**MEETING DATE:** June 3, 2024

**SUBJECT:** Workshop: Support Services Agreement (SSA) with Napa County

---

**RECOMMENDATION:**

The Commission will review the information contained within the Workshop report. The Commission will consider providing direction to staff with respect to possible next steps.

**SUMMARY AND BACKGROUND**

**Request for workshop**

“Continue gaining greater LAFCO independence” is one of three goals adopted in the Commission’s Strategic Plan for July 1, 2023-June 30, 2025. The Commission held its Strategic Planning Session on July 10, 2023. The Commission unanimously adopted the Strategic Plan at its October 2, 2023, meeting. At the Commission’s April 25, 2024, meeting it was requested to hold a workshop to consider the various aspects of going independent. It was requested that the workshop include the Commission’s legal counsel.

**LAFCOs are an independent government agency.**

*The State Legislature determined, 25 years ago, that LAFCOs are independent agencies based on the recommendations of the Commission on the 21<sup>st</sup> Century.<sup>1</sup>*

The Commission on the 21<sup>st</sup> Century recommended to the State Legislature that LAFCOs become independent.<sup>2</sup>

---

<sup>1</sup> Over 16 months, the Commission on the 21<sup>st</sup> Century held 25 days of public hearings and heard testimony from over 160 individuals and groups.

<sup>2</sup> *Growth Within Bounds Report of the Commission on Local Governance for the 21<sup>st</sup> Century*

*LAFCO reform has been a constant refrain since 1963. An always prevalent theme behind the call for reform is that the makeup of LAFCO is somehow biased towards the counties or the cities, and that there should be some level of independence. From the standpoint of finances, every LAFCO is 'dependent' upon the county. It is not difficult, therefore, to understand why LAFCOs might be viewed with suspicion by the non-county members.*

Independent Commission:

LAFCO Commissioners act in the best interest of the public as a whole:

*The Commission recommends that a provision be added to the Cortese-Knox Act emphasizing that the role of LAFCO commissioners is to act in the best interest of the public as a whole and not solely in the interests of their respective appointing authority.*

Public member appointment:

*The selection of the public member should be subject to the affirmative vote of at least one of the representatives selected by each of the three appointing authorities.*

Special district representation on LAFCO:

*The Commission supported the expansion of all LAFCOs to include special district members.*

Independent staff:

*The commissioners do not believe that changing the basic composition of LAFCO will, by itself, change the public perception. Staff and funding independence are just as important. The Commission believes that promoting independent staffs and budgets are just as important as changing the methods of selecting LAFCO members.*

Exception for rural, low activity LAFCOs

It was noted that small, rural LAFCOs cannot afford independent staff. These LAFCOs had low activity (1-10 projects per year) and meet infrequently (i.e., three or fewer times per year).

Napa LAFCO is an urban, high activity LAFCO:

Napa LAFCO has a high activity level (15-20 projects per year). The Commission is proactive rather than reactive. The Commission conducts strategic planning sessions and adopts workplans that go beyond the basics. Napa LAFCO regularly conducts service reviews of local agencies. These reviews are in depth and thorough. LAFCO Commissioners Cottrell and Painter serve on the Commission's ad hoc Legislative Committee reviewing all relevant legislation. In addition, Napa LAFCO is also very active at the state level with the California Association of Local Agency Formation Commissions (CALAFCO). Two Commissioners, Margie Mohler and Ken Leary, serve on the Board. Margie Mohler is the current Chair of the Board. The Napa

Assistant Executive Officer serves as one of CALAFCO's Deputy Executive Officers (Napa LAFCO receives \$4,000 per year for her service). In addition, Napa LAFCO has recently received the following awards:

1. Mike Gotch Protection of Ag and Open Space Lands and the Prevention of Urban Sprawl Award for Green Island Project (2023)
2. Lifetime Achievement Award to Napa's Assistant Executive Officer (2023)
3. Outstanding Associate Member was awarded to Napa LAFCO's legal counsel, Colantuono, Highsmith & Whatley, PC (2023)
4. Mike Gotch Excellence in Public Service Award for the Napa Pipe Project (2021)
5. Outstanding Commissioner Award to Margie Mohler (2018)

**Legislative action based on recommendations of the Commission on the 21<sup>st</sup> Century:**

**Major revisions to the code sections governing LAFCOs**

Subsequent to the recommendations to the Legislature, legislation (AB 2838 Hertzberg) was passed to reform the Cortese-Knox Local Government Act. As a result, LAFCOs are now governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. Various updates have occurred to further clarify the Legislature's intent.

It should be noted that, consistent with the language used in California legal code, the term "shall" is a requirement. The term "may" is optional.

Independent Commission:

*GC §56331.4 While serving on the commission, all commission members shall exercise their independent judgment on behalf of the interests of residents, property owners, and the public as a whole in furthering the purposes of this division. Any member appointed on behalf of local governments shall represent the interests of the public as a whole and not solely the interests of the appointing authority. This section does not require the abstention of any member on any matter, nor does it create a right of action in any person.*

Public member appointment:

*GC §56325(d) One representing the general public appointed by the other members of the commission. The other members of the commission may also appoint one alternate member who shall serve pursuant to Section 56331. Appointment of the public member and alternate public member shall be subject to the affirmative vote of at least one of the members appointed by each of the other appointing authorities. Whenever a vacancy occurs in the public member or alternate public member position, the commission shall cause a notice of vacancy to be posted as provided in*

*Section 56158. A copy of this notice shall be sent to the clerk or secretary of the legislative body of each local agency within the county. Final appointment to fill the vacancy may not be made for at least 21 days after the posting of the notice.*

**Independent staff:**

*“Shall” appoint Executive Officer:*

*GC §56384(a) The commission shall appoint an executive officer who shall conduct and perform the day-to-day business of the commission. If the executive officer is subject to a conflict of interest on a matter before the commission, the commission shall appoint an alternate executive officer. The commission may recover its costs by charging fees pursuant to Section 56383.*

*“Shall” appoint Legal Counsel:*

*GC §56384(b) The commission shall appoint legal counsel to advise it. If the commission's counsel is subject to a conflict of interest on a matter before the commission, the commission shall appoint alternate legal counsel to advise it. The commission may recover its costs by charging fees pursuant to Section 56383.*

*“May” appoint staff as it deems appropriate:*

*GC §56384(c) The commission may appoint staff as it deems appropriate. If staff for the commission is subject to a conflict of interest on a matter before the commission, the commission shall appoint alternate staff to assist it. The commission may recover its costs by charging fees pursuant to Section 56383.*

**LAFCOs may contract with any public agency or private party for services**

*GC §56380 The commission shall make its own provision for necessary quarters, equipment, and supplies as well as personnel. The commission may choose to contract with any public agency or private party for personnel and facilities.*

**Current SSA with County of Napa (Attachment 1)**

It is common for agencies and individuals to review their contracts with service providers on a regular basis. The Commission’s service contract with the County has not undergone official review in 22 years. Therefore, the Commission has requested that staff evaluate the services provided through the contract with the County. It has been requested that staff advise the Commission regarding which services may continue to be provided by the County and which services may be provided by another source.

Staff conducted analysis of the cost and staff time required for services through the County. Then staff conducted research to determine the costs associated with contracting outside the County for necessary services. Staff acquired service estimates based on recommendations from other LAFCOs. Then staff interviewed

possible service providers to determine whether they would align with the needs of Napa LAFCO. The following information provides an overview of staff's findings. Any final decisions would require approval by the Commission.

Staff concluded that the most cost effective and efficient service provided by the County is the benefit program for staff. This program includes healthcare and retirement benefits.

*GC §56385 The commission may contract for retirement benefits for the executive officer or staff personnel pursuant to the County Employees Retirement Law of 1937, Chapter 3 (commencing with Section 31450) of Part 3 of Division 4 of Title 3 or the Public Employees' Retirement Law, Part 3 (commencing with Section 20000) of Division 5 of Title 2. It may also provide for health and medical benefits. The commission shall preserve accrued vacation, sick leave, compensatory time, and retirement benefits of persons hired from within the employment of their respective county.*

***Inefficiency of the SSA for LAFCO's limited staff time:***

The County is a large organization employing approximately 1,500 employees. Large government organizations require robust systems to service the extent of their operations and large number of employees. The payroll, payment of claims and processing of deposits are all handled on a large scale for the County.

Robust systems such as those required for a large organization are unnecessary and inefficient for smaller organizations with only three employees, such as Napa LAFCO.

The following chart compares LAFCO staff time for applications, MSRs, and the staff time for complying with the required County systems.

<b>Activity</b>	<b>LAFCO Staff Time</b>	<b>Staff time cost: Fully burdened hourly rate: \$170</b>
Standard proposal	30 hours	\$5,100
Complicated proposal	40-60 hours	\$6,800-\$10,200
Service Review	200-500 hours	\$34,000-\$85,000
Commission meeting, preparation, follow up	48 hours/meeting	\$8,160/meeting
Processing claims	12 hours/month	\$2,040/month
Depositing checks	5-10 hours/month	\$850 - \$1,700

Processing simple reimbursements	0.5 hours/average	\$85/average
Processing complex reimbursements (e.g., Commissioner conference costs with multiple rejections and resubmittals)	10 hours/average	\$1,700/average

**Reimbursement for business expense**

Commissioner expenses:

*GC §56334 Commission members and alternates shall be reimbursed for the actual amount of their reasonable and necessary expenses incurred in attending meetings and in performing the duties of their office. The commission may authorize payment of a per diem to commission members and alternates for each day while they are in attendance at meetings of the commission.*

Unfortunately, reimbursement for Commissioners and staff can take months and require a significant amount of LAFCO staff time. LAFCO does not have an official credit card for these expenses. Commissioners and staff must use their personal credit cards for these expenses; therefore, the reimbursement delay has a negative impact. It is common for government agencies to have a credit card for these expenses. There are strict rules and regulations to assure these credit cards are used only for legitimate business expenses and within a set limit.

As an example, a reimbursement for \$12 took 10 months, including 18 emails between LAFCO staff and County staff. In this example, a \$12 reimbursement cost approximately \$1,530 of LAFCO staff time.

**Cost estimates for Napa LAFCO's service provider options:**  
 The bids for service listed in the chart reflect possible providers.

<b>Firm &amp; Service Provided</b>	<b>Current Cost/ year</b>	<b>Estimate (one time cost)</b>	<b>Estimate/ year</b>	<b>Notes</b>
<b>Regional Government Services (RGS)</b> – Accounting, Bookkeeping, Payroll including benefit and pension payments, Financial Reporting	\$4,000	\$10,000	\$19,800/yr	
<b>QuickBooks-</b> Accounting Software			\$1,440- \$2,160/yr	
<b>APS</b> Payroll Service		\$100	\$306/yr	
<b>RGS</b> On call human resources			\$10,000/yr	As needed basis, not to exceed.
<b>Colantuono, Highsmith &amp; Whatley, PC (CHW)</b> – Personnel Handbook		\$2,800		Estimate from Gary Bell, legal counsel for Napa LAFCO
<b>ESRI</b> – Mapping (Standard User) Online Editor Subscription			\$3,025/yr \$220/user	Will need 2 users so \$440/yr
<b>AUDITING</b> – Brown & Armstrong Fechter & Associates Bianchi Kasavan & Pope, LLP Davis Farr, LLP	\$4,200		\$6,000	2023 Fee (Likely low bc county contract with them) Other LAFCO est more than double that rate.
<b>ITS</b> CEG Firm, Napa	\$27,746	\$13,200	\$10,320	
Computers		\$3,000- \$5,000 (3 laptops)		Laptops purchased with government discount
<b>MEETING SPACE</b> – CITY OF NAPA TOWN OF YOUNTVILLE			No fee No fee	
<b>Office rent</b>		NA	NA	No change, currently independent office space.
<b>PG&amp;E</b>		N A	NA	No change, currently independent office space.

**Personnel requirements:**

In 2021, LAFCO's part-time secretary retired. Various LAFCOs across the state have determined that a "Clerk/Jr. Analyst" position provides flexibility and a broader range of skills that are essential for the position. This is especially true for LAFCOs with less than four staff members. For this reason, the Executive Officer and Commission pursued filling the part-time secretary position with a full-time Clerk/Jr. Analyst.

The Conditions of the SSA required developing a new job classification. Unfortunately, this process took almost one year to accomplish. During this time, the remaining staff of two had to cover the vacant position, as well as their other full-time duties. As a result, the Work Program and staff suffered from the overload.

Independent LAFCOs contract with reputable firms and agencies to provide human resources functions. The service providers comply with all legal requirements related to personnel needs. These LAFCOs have worked with legal counsel to develop personnel handbooks that include job descriptions, rules and regulations. Our legal counsel has provided this service to other agencies and has provided a cost estimate.

**ATTACHMENT**

- 1) SSA with Napa County



NAPA COUNTY AGREEMENT NO. 4433

LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02

**AGREEMENT FOR THE PROVISION OF SUPPORT SERVICES  
BY THE COUNTY OF NAPA TO THE NAPA COUNTY  
LOCAL AGENCY FORMATION COMMISSION**

**THIS AGREEMENT** is entered into as of this 1st day of July, 2003, by and between the COUNTY OF NAPA (hereinafter "County"), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as "Act"), LAFCO is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and effect its functions and responsibilities; and

**WHEREAS**, pursuant to Government Code Section 56380, LAFCO must make its own provisions for independent staffing and operations; and

**WHEREAS**, LAFCO has need of specified personnel, accounting and legal services for its independent operations which County is willing and able to provide under the terms and conditions set forth herein below; and

**WHEREAS**, the County and LAFCO have entered into agreements for the provision of support services for fiscal years 2001-2002 and fiscal year 2002-2003;

**TERMS**

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

- 1. TERM.** The term of this Agreement shall become effective upon the date first written above and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

**2. SERVICES TO BE PROVIDED BY COUNTY.** County shall provide the following services subject to LAFCO abiding by County policies and procedures governing such services, except that whenever such policies and procedures provide for the Board of Supervisors to approve the appropriation of funds, or to approve the acquisition of services, goods or assets, or to make any other legislative decisions to carry out such services, the LAFCO Commission shall act in lieu of the Board of Supervisors:

(a) **Executive Officer.** County shall designate its at-will employee Daniel Schwarz to serve as LAFCO Executive Officer (hereinafter "Executive Officer"). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Officer shall include, but not be limited to:

- Preparing staff analyses, reports, proposed findings and other agenda materials for LAFCO relating to boundary proposals, contracts for provision of new and extended services outside city and district jurisdictional boundaries, sphere of influence amendments, periodic review of sphere of influence designations and any other matters that are within LAFCO's authority under the Act.
- Calling and noticing LAFCO meetings in accordance with the Act and LAFCO policies and procedures.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of LAFCO.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals.
- Providing supporting fiscal services such as the development of the annual LAFCO budget, management of LAFCO financial accounts, including the processing of LAFCO fees and charges, the processing of payment of LAFCO charges and expenses, and the preparation of required fiscal reports.
- Informing LAFCO Commissioners of new legislation, correspondence to LAFCO, CALAFCO activities, current events and matters of interest relating to LAFCO.

(b) **Support Staff.** County shall provide part-time clerical staff (.5 F.T.E.) and one full-time analyst to assist the Executive Officer in carrying out the day-to-day operations of

LAFCO and such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide, as set forth in (c).

(c) **Additional Services.** County, through its departments and divisions, shall further provide LAFCO those services set forth in Attachments "A" through "G", attached hereto and incorporated by reference as if set forth herein. It is the intention of both parties that the level of service provided shall be at least equal to that provided in County fiscal year 2002-2003 unless otherwise specifically agreed to by LAFCO and County.

3. **OFFICE SPACE.** It is the understanding of the parties that LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement.

4. **REIMBURSEMENT.**

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties as follows:

(1) **FY 2003-2004.** The rates for fiscal year 2003-2004 are set forth in Attachment "AA" and hereby attached and incorporated by reference.

(2) **Procedure for Subsequent Annual Determination of Rates.** During the fourth quarter of each fiscal year of this Agreement the County Executive Officer, or his designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (f), below. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County Executive Officer and the Executive Officer of LAFCO and when so approved shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(b) **LAFCO Staffing Reimbursement.** LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage:** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

**5. METHOD OF REIMBURSEMENT.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the performing County department or division to LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Paragraph 4 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

**6. ADMINISTRATION OF SERVICES.** The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Officer of LAFCO on behalf of LAFCO, and the County Executive Officer on behalf of County.

**7. APPROPRIATIONS.** LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in

excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

**8. TAXES.** As between LAFCO and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation, those for state and federal income and FICA taxes relating to employees or subcontractors retained by County to provide the services provided to LAFCO under this Agreement. County agrees to indemnify and hold LAFCO harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that LAFCO is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

**9. ACCESS TO RECORDS/RETENTION.** LAFCO shall have access to any books, documents, papers and records of County 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, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

**10. CONFLICT OF INTEREST.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq., relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Officer of LAFCO and all other LAFCO staff shall not perform any work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

**11. COMPLIANCE WITH LAWS.** In providing the services required by this Agreement, County shall observe and comply with all applicable federal, state and local laws, ordinances, codes, and regulations. 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, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over

40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. County 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, County 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 County services or works required of LAFCO by the State of California pursuant to agreement, state or federal regulations or statutes, 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 County and any of its subcontractors providing services under this Agreement shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b) **Documentation of Right to Work.** County agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of County 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. County shall make the required documentation available upon request to LAFCO for inspection.

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

**12. INDEPENDENT CONTRACTOR.** County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

**13. INDEMNIFICATION.** County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who

perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement.

Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

**14. TERMINATION.** This Agreement may be terminated prior to the expiration date only with the mutual written consent of both County and LAFCO. The sole remedy for default by County relating to provision of the services required under this Agreement shall be through the equitable remedy of specific performance and the sole remedy for default by LAFCO relating to reimbursement for the cost of the services provided shall be through legal action for damages.

**15. WAIVER.** 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.

**16. 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, first class postage, prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, which ever is earlier.

<b>LAFCO</b>	<b>County</b>
Mail: LAFCO Executive Officer 1804 Soscol Ave., Suite 205A Napa CA. 94559-1346	Napa County Executive Officer 1195 Third Street, Suite 310 Napa CA. 94559
Fax: (707) 251-1053	(707) 253-4176
E-Mail: dschwarz@napa.lafco.ca.gov	bchiat@co.napa.ca.us

**17. CONFIDENTIALITY.** Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees

providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

**18. ASSIGNMENTS AND DELEGATION.** Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by LAFCO, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that LAFCO may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. LAFCO may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

**19. AUTHORITY TO CONTRACT.** LAFCO and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

**20. 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.

**21. 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.

**22. AMENDMENT/MODIFICATION.** Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only LAFCO, through its Chair or, where permitted by law and LAFCO policy, through its Executive Officer, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement. Failure of County to secure such authorization in writing in advance of performing any such extra or changed work shall constitute a waiver of any and all rights to a corresponding adjustment in the reimbursement maximum or rates and no reimbursement shall be due and payable for such extra work.

**23. INTERPRETATION.** The headings used herein are for reference. 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. The venue for any legal action filed by either party in state Court to enforce any provision of this Agreement shall be Napa County, California. The venue for any legal action filed by either side in federal court to enforce 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.

**24. 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.

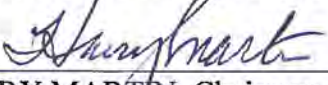
**25. DUAL REPRESENTATION.** LAFCO consents to the Napa County Counsel's dual representation of both the County and LAFCO with regards to the preparation of this Agreement.

**26. ENTIRE AGREEMENT.** This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

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

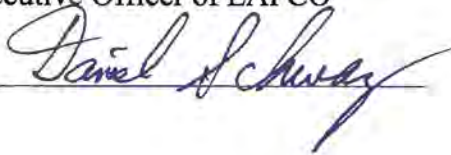
"LAFCO":

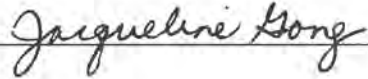
LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By   
HARRY MARTIN, Chairman of the Local Agency Formation Commission

ATTEST: DANIEL SCHWARZ,  
Executive Officer of LAFCO

APPROVED AS TO FORM:  
LAFCO Legal Counsel

By 

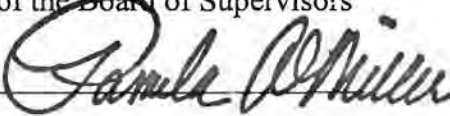
By 

"County":

COUNTY OF NAPA, a political subdivision of the State of California

By   
Mark Luce, Chair of the Board of Supervisors

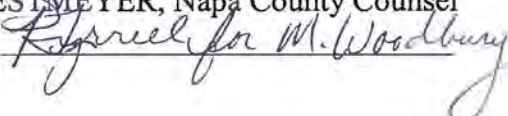
ATTEST: PAMELA A. MILLER,  
Clerk of the Board of Supervisors


By 

APPROVED BY THE BOARD  
OF SUPERVISORS:

Date 1-27-04

APPROVED AS TO FORM: ROBERT  
WESTMEYER, Napa County Counsel

By  for M. Woodbury

Processed by:   
Deputy Clerk of the Board

## ATTACHMENT A

### PROVISION OF STAFFING, INSURANCE, PURCHASING, ADMINISTRATION, SUPERVISION, COORDINATION AND MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

#### 1. SCOPE OF SERVICES

The Napa County Executive Officer (NCEO) shall provide, at a minimum, the following services to LAFCO under this Attachment:

(a) **Administration and Supervision:** NCEO shall administer and supervise all County departments or divisions providing services to LAFCO.

(b) **Purchasing:** Upon request by the LAFCO Executive Officer or his duly-authorized representatives, NCEO shall provide purchasing services for LAFCO, including solicitation and evaluation of proposals for goods and services, issuance of purchase orders and/or development of purchase agreements, and processing of payment upon receipt of the purchased good/services. LAFCO will abide by County purchasing policies and procedures when using such services, except that LAFCO, in lieu of the County Board of Supervisors, shall appropriate funds for and approve the acquisition of goods and services, including fixed assets. County shall purchase and provide LAFCO at cost with copier paper in the same manner as such material is purchased and supplied to County departments and divisions. Nothing in this section shall preclude LAFCO from purchasing goods or services without utilizing the services of NCEO or County.

(c) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year . Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the rate/\$100 of covered payroll for LAFCO Budget Unit employees as established by County's Board of Supervisors for the County workers' compensation program generally, including the costs of self-insurance, excess insurance coverage premiums, and claims management.

#### 2. STAFFING

In providing the above services, County shall provide LAFCO with the services of the following specific County staff or positions:

- **Administration and Supervision:** County Executive Officer and Assistant County Executive Officer

- **Coordination/Management:** Principal Management Analyst
- **Purchasing:** Purchasing Agent and/or Assistant Purchasing Agent.

3. **NCEO CONTACT:**

**Mail:** Napa County Executive Office  
Suite 310, Co. Admin. Bldg.  
1195 Third Street  
Napa, California 94559

**Fax:** (707) 253-4176

**Email:** [mstoltz@co.napa.ca.us](mailto:mstoltz@co.napa.ca.us)

## ATTACHMENT B

### PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY AUDITOR-CONTROLLER

#### 1. SCOPE OF SERVICE

Under the financial and policy direction of LAFCO, County (through the Napa County Auditor-Controller, hereinafter referred to as "Auditor") shall provide LAFCO with the following services relating to LAFCO financial operations:

- Accounts payable, purchasing and contract payment processing services
- Accounts receivable (deposit) services
- Services relating to preparation, adoption and administration of LAFCO's budget
- Accounting services
- Payroll services
- Audit services upon request by LAFCO
- Assistance in determining the apportionment of costs and collection of payments in support of LAFCO pursuant to Government Code Section 56831.
- Audit services requested by LAFCO

#### 2. LEVEL AND MANNER OF SERVICE

The foregoing services shall be provided in accordance with the following provisions:

(a) The LAFCO Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.

(b) All expenditures made from this Fund shall be made only at the direction of LAFCO's Executive Officer or designee with no requirement for approval by County's Board of Supervisors.

(c) At LAFCO's request, Auditor shall make diligent efforts to assist in the development of accounting policies and procedures that increase the efficiency and effectiveness of the administration of LAFCO, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

(d) Auditor shall provide LAFCO with all requested revenue and expenditure information necessary to effectively manage LAFCO's fiscal affairs and perform all financial reporting to LAFCO and other applicable agencies. Such information shall be provided in a responsive and timely manner and include clear and concise cash flow reporting.

(e) All needed corrections to financial reports shall be completed within two working days of notification of Auditor. Auditor shall correct all payroll errors within one working day. For purposes of this Attachment B, "working days" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., County holidays excluded.

(f) Auditor shall provide all necessary equipment and electronic interface to fully utilize Auditor's financial systems, including electronic access to view and print all requested financial reports.

**3. AUDITOR CONTACT:**

Mail: Pamela Kindig  
Napa County Auditor-Controller  
1195 Third Street, Suite B-10  
Napa, California 94559

Fax: (707) 226-9065

E-mail: [pkindig@co.napa.ca.us](mailto:pkindig@co.napa.ca.us)

## ATTACHMENT C

### PROVISION OF LEGAL SERVICES TO LAFCO BY THE NAPA COUNTY COUNSEL

#### 1. SERVICES TO BE PROVIDED BY COUNTY COUNSEL

County, through the Napa County Counsel ("County Counsel"), shall provide legal services to LAFCO including, but not necessarily limited to, legal advice, document drafting, and representation of LAFCO in its operations pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.). County Counsel hereby designates Jacqueline M. Gong to serve as LAFCO Counsel for fiscal year 2003-2004. Upon written notification to and assent by the governing board of LAFCO, County Counsel may designate other attorney members of his office to serve as LAFCO Counsel.

#### 2. LEGAL SERVICES COUNTY COUNSEL SHALL NOT PROVIDE

County Counsel shall not provide legal services to LAFCO in the following situations, County and LAFCO understanding that in such situations LAFCO will obtain the necessary legal assistance at LAFCO's own expense from other legal counsel retained directly by LAFCO:

- Legal services to LAFCO regarding contracts to which LAFCO and County are both parties unless LAFCO's Executive Officer and Chair have given express written consent to dual representation of County and LAFCO by County Counsel.
- Legal services determined by LAFCO to present a conflict of interest for its LAFCO Counsel (in accordance with LAFCO Policy for the Appointment of Counsel).

#### 3. COUNTY COUNSEL CONTACT:

Mail: Napa County Counsel  
Suite 301, Co. Admin. Bldg.  
1195 Third Street  
Napa, California 94559

Fax: (707) 259-8245

Email: [rwestmey@co.napa.ca.us](mailto:rwestmey@co.napa.ca.us)



## **ATTACHMENT D**

### **PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES AND RECORD MANAGEMENT SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER**

#### **1. TELECOMMUNICATION SERVICES**

The Napa County Executive Officer, through the Communications Division shall provide LAFCO with installation, maintenance and repair of, and maintenance of service records and inventory for, all telecommunications equipment involved in any of the following systems used by LAFCO:

- telephone systems, including voice mail
- data cabling and terminations
- CCTV monitors and cameras
- intercom and PA systems
- all wireless communications, i.e. pagers, cellular phones, two way radios, security alarm systems

#### **2. MAIL SERVICES**

The Napa County Executive Officer shall provide the following mail services to LAFCO:

- Pickup, delivery of all interdepartmental (LAFCO) and County/LAFCO internal mail
- Pickup, metering and delivery to the Post Office of all LAFCO outgoing USPS mail

#### **3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS**

The Napa County Executive Officer, through the records management division, shall provide LAFCO with records management services for LAFCO records, including storage, retrieval and interfiling of LAFCO records at the Napa County Records Center; destruction of LAFCO records stored at the Napa County Records Center when such destruction is authorized by LAFCO; and shall assist LAFCO in developing policies and procedures that increase the efficiency and effectiveness by which LAFCO records are archived, retrieved and disposed.

#### **4. INFORMATION TECHNOLOGY SERVICES**

The Napa County Executive Officer, through the Information Technology Services (ITS) division, shall provide LAFCO with information technology services at a level at least equivalent to that by provided by County on February 15, 2001. The services shall include installation, maintenance, upgrades and repair of hardware and software provided by County to LAFCO, including, but not limited to: Geographic Information Systems, Financial Information Systems, Personnel Systems and the electronic mail service, calendaring, and task manager systems

maintained by the County. LAFCO shall have access to County's Helpdesk for information technology assistance and to computer training offered by County. Special projects outside the scope of routine information technology services shall be provided only upon request by LAFCO and prior approval by the Director of the Information Technology Services Division. Use of the systems, hardware, and software provided by County to LAFCO under this Attachment shall be subject to compliance by LAFCO and its officers, agents, employees and consultants with the Napa County Information Technology Use and Security Policy in effect at the time of the use.

**5. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED**

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because LAFCO shall be responsible for directly purchasing any systems and equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

**6. NCEO/DIVISION CONTACT:**

Mail: Napa County Executive Officer  
Suite 310, Co. Admin. Bldg.  
1195 Third Street  
Napa, California 94559

Fax: (707) 253-4176

Email: [mstoltz@co.napa.ca.us](mailto:mstoltz@co.napa.ca.us)

## ATTACHMENT E

### PROVISION OF PERSONNEL SERVICES TO LAFCO BY THE HUMAN RESOURCES DIVISION OF THE NAPA COUNTY EXECUTIVE OFFICE

#### 1. SCOPE OF SERVICES

The Human Resources division ("HR") of the Napa County Executive Office shall provide the following services to LAFCO within the financial, personnel and policy guidelines established by the LAFCO Commission, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The HR Director shall act to oversee and carry out the following services upon direction by the LAFCO Commission:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of LAFCO), screening of applications, and development of a hiring list.
- ***Personnel transactions:*** shall include implementation of PARs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the LAFCO Commission, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve LAFCO, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the LAFCO Executive Officer.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for LAFCO staff by the LAFCO Commission, so long as such implementation is consistent with and not in conflict with County policies and regulations; negotiations with employee union representatives regarding wages, hours, terms and conditions of employment; consultation and assistance with disciplinary and grievance issues; administration and coordination of worker's compensation cases.
- ***Training:*** shall include County workshops for employees and supervisors when attended at LAFCO direction by LAFCO employees or by County employees whose primary responsibilities involve providing services to LAFCO.
- ***Staffing:*** HR shall provide staffing as requested by LAFCO and agreed to by County, including staff as described in Paragraph 2 of the Agreement.

2. **HR CONTACT:**

Mail: Human Resources Director  
Suite 110, Co. Admin.Bldg.  
1195 Third Street  
Napa, California 94559

Fax: (707) 259-8189

Email: [dmorris@co.napa.ca.us](mailto:dmorris@co.napa.ca.us)

## **ATTACHMENT F**

### **PROVISION OF CLERKING SERVICES TO LAFCO BY THE CLERK OF THE NAPA COUNTY BOARD OF SUPERVISORS**

#### **1. SCOPE OF SERVICES**

As requested by the LAFCO Executive Officer, the Clerk of the Napa County Board of Supervisors ("COTB"), or her designee, shall serve as Clerk to the LAFCO Commission. Services shall include, but not be limited to, maintaining records of all LAFCO meetings, hearings and other proceedings and minutes for such proceedings as directed by LAFCO.

#### **2. COTB CONTACT:**

Mail: Pamela Miller  
Napa County Clerk of the Board of Supervisors/  
Rm. 310, Co. Admin. Bldg.  
1195 Third Street  
Napa, California 94559

Fax: (707) 253-4176

Email: pmiller @co.napa.ca.us

## **ATTACHMENT G**

### **PROVISION OF SERVICES TO LAFCO BY THE NAPA COUNTY TREASURER-TAX COLLECTOR**

#### **1. SERVICES TO BE PROVIDED**

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide LAFCO with banking and investment services at a level of service at least equivalent to that provided to LAFCO during County fiscal year 2001-2002, except that bank processing services shall be provided by County's banking provider on a cost pass-through basis. The scope of services shall include:

- Banking services for LAFCO funds, including warrant processing and bank reconciliation.
- Portfolio Management for all LAFCO accounts, including receipt, safeguarding, investment and disbursement.

(b) The services shall be provided in accordance with the following provisions:

(1) Treasurer shall notify LAFCO within three (3) working days of receipt of all funds received and deposited into the LAFCO Operations Fund. For purposes of this Attachment, "working days" shall mean Monday through Friday, 8 a.m. to 5 p.m., County holidays excluded.

(2) LAFCO shall be permitted electronic access through County's PeopleSoft computerized systems to all reports detailing deposits received and interest earned. These reports shall specify amount and source of revenue, as well as the date of deposit.

#### **2. STAFFING TO BE PROVIDED**

Treasurer the staffing in order to provide the foregoing services:

<u>Service</u>	<u>Position</u>
Banking Services	Account Clerk I-II
Portfolio Mgmt	Treas/Tax Collector Treasury Supervisor Senior Account Clerk Account Clerk II

#### **3. TREASURER CONTACT:**

Mail: Marcia Humphrey Hull  
Napa County Treasurer-Tax Collector  
1195 Third Street, Room 108  
Napa, California 94559

Fax: (707) 253-4337

Email: [mhumphre@co.napa.ca.us](mailto:mhumphre@co.napa.ca.us)

## ATTACHMENT AA

### SERVICES REIMBURSEMENT RATES FOR FISCAL YEAR 2003-2004

#### **Services of the Napa County Executive Office:**

- Executive Officer's hourly rate: \$159.50
- Assistant Executive Officer's hourly rate: \$126.10
- Principal Management Analyst's hourly rate: \$ 81.12
- Assistant Purchasing Agent's hourly rate: \$ 55.70
- Telecommunications staff:
  - Hourly rate: \$ 58.73
  - Plus actual cost of materials
- Mail Service staff:
  - Hourly rate: \$ 49.39
  - Postage shall be recovered at cost.
- Records Management staff:
  - Hourly rate: \$ 49.39
  - Document Shredding is \$1.75 per box (1 cubic foot) plus \$0.10 per pound.
- Personnel (Human Resources) staff:
  - Human Resource Director: \$ 97.37
  - Human Resource Principal Analyst: \$ 75.81
  - Benefits Administrator: \$ 62.30
  - Other Human Resource Services;
    - Recruitment Advertisement shall be recovered at cost
    - Training services shall be prorated by the ratio of the attendees who are LAFCO employees or County employees primarily providing LAFCO services to the total number of attendees during each training hour for which reimbursement is sought.]
- Deputy Clerk of the Board's hourly rate: \$ 64.42

#### **Services of the County Auditor-Controller:**

1. Hourly labor rates, by position:
  - Auditor-Controller: \$ 96.00
  - Assistant Auditor-Controller (Step 5) \$ 91.00
  - Assistant Auditor-Controller (Step 1) \$ 74.00
  - Supervising Accountant-Auditor (Step 5 – CPA) Audits \$ 65.00
  - Supervising Accountant-Auditor (Step 5) Acctg. \$ 62.00
  - Accountant-Auditor III (Step 5) Acctg. \$ 56.00
  - Accountant-Auditor III (Step 4) Acctg. \$ 54.00
  - Accountant-Auditor II (Step 5) Acctg. \$ 54.00
  - Accountant-Auditor II (Step 3) Audits \$ 48.00
  - Accountant-Auditor I (Step 2) Acctg \$ 40.00



• Accounting Technician (Step 5) Acctg.	\$ 46.00
• Administrative Secretary I (Step 4) Adm.	\$ 35.00
2. <u>Weighted hourly labor rates by service:</u>	
• Administration	\$74.00
• Audits	\$53.00
• Accounting	\$52.00
3. <u>Unit Rates:</u>	
• Per Voucher	\$0.83
• Per Payroll Warrant	\$5.15
<b><u>Services of the County Counsel:</u></b>	
• Deputy County Counsel – Jacqueline Gong’s hourly rate:	\$107.15
<b><u>Services of the Treasurer-Tax Collector:</u></b>	
• Account Clerk II’s hourly rate:	\$ 37.55
• Treasurer/Tax Collector’s hourly rate:	\$114.87
• Treasury Manager’s hourly rate:	\$ 68.59
• Senior Account Clerk’s hourly rate:	\$ 40.91
<b><u>Services of Information Technology (annual rate):</u></b>	\$12,900.00

**AMENDMENT NO. 1 OF****NAPA COUNTY AGREEMENT NO. 4433  
LAFCO OF NAPA COUNTY AGREEMENT NO. 03-02****SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE  
LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1st day of September, 2007, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA") for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the scope of the information technology services provided under the MA and make corresponding changes in the compensation for such services, and to make technical corrections to the provisions relating to term and executive officer;

**TERMS**

**NOW, THEREFORE**, County and LAFCO hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended to read in full as follows:
  1. **TERM.** The term of this Agreement shall become effective on July 1, 2003 and shall expire on June 30, 2004, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 8 (Indemnification) and 10 (Confidentiality) shall continue in full force and effect after the date of expiration or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement or any extension thereof. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives written notice to the other, no less than thirty (30) days prior to the end of the fiscal year, of that party's intention not to renew the Agreement. For purposes of this Agreement, "fiscal year" shall mean the year beginning on July 1 and ending on the succeeding June 30.

2. The first sentence of subparagraph (a) of Paragraph 2 of the Agreement is hereby amended to read in full as follows:

(a) Executive Officer. County shall designate and make available to LAFCO the services of an at-will employee of County for appointment by LAFCO as its LAFCO Executive Officer (hereinafter "Executive Officer").

3. Section 4 of Attachment D is hereby amended to read in full as follows for information technology services provided by County to LAFCO on and after September 1, 2007:

**4. INFORMATION TECHNOLOGY SERVICES**

County shall provide LAFCO with County personnel to perform the following information technology services and functions for LAFCO:

a. **In general.** County's ITS Department ("ITS") shall provide LAFCO with a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through SRMS (Service Request Management Systems). Any requests for new products and services shall be handled through in ITS' normal project architecture for County ITS projects, but ITS shall create a requirements document for LAFCO approval prior to ITS performing any significant work on such new projects.

b. **Description of Specific Services:**

Countywide network connectivity: high-speed local area networking and wide area network digital access to each major County and LAFCO location.

Infrastructure support: data and phone wiring/cabling, full copper and fiber warranty/ troubleshooting, and repair/replacement service.

Network & Server Administration and Monitoring: 24/7 automated network monitoring with on call emergency technician to respond to critical service outages.

File Services: File system server storage space and management. IE, H: etc drives. Daily tape backup, fault tolerance, and data recovery services.

Desktop and Server Virus scanning: automated virus updates will be enabled to the desktop and servers. Monitoring of services for reliability, performance, and updates.

Print Services: Printer and print queue management.

Email/Scheduling Service: Includes Countywide (including LAFCO) Exchange/Outlook email and scheduling system, Remote WEB access, resource scheduling, Internet email connectivity, and countywide address book.

Security/Firewall Services: Firewall, proxy services, intrusion detection system, reporting system, and monitoring software on Windows 2000/2003 Servers.

Internet Access: High speed Internet access from all County and LAFCO facilities.

Enterprise Resource Planning (ERP): Access to PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

Enterprise Content Management: Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

Remote Access: Remote modem dial-in, and Internet VPN (Virtual Private Network) access for mobile/remote workers and third party vendor support.

Helpdesk: Provide a dedicated full time person on Helpdesk phone from 7:00 a.m. to 5:00 p.m., Monday thru Friday. On call emergency technician available 24/7 via after-hours voice mail/pager. Expanded IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

Training Center: Dedicated 12 seat plus instructor PC training room. Fully multimedia with overhead projector, DVD and VCR for multimedia training/presentations. AGENCY can schedule and use the facility for any type of training/meetings/etc.

Internet site hosting and development: Hosting Services for Internet and Intranet Web Sites. Access to Chardonay for enterprise intranet, Sharepoint "My Site" for personalized information. Full backup and recover services, security, virus/phishing, and firewall services. WEB monitoring, filtering, reporting and statistics.

User Account administration: End user account setup and administration. Security and all core services accounts.

Access to Enterprise Systems and data: Property, permitting, recorded documents, code compliance, etc.

Server management and hosting services: Physical Server management, HW (Hardware) management, Operating System management, virus protection, version maintenance, patches, service packs, tape backup, disaster recovery, third party vendor coordination, uninterruptible battery backups, 24/7 SNMP (Simple Network Managed Protocol) monitoring and pager alarms.

Geographical Information Systems (GIS): Turn key GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

4. "Services of the Information Technology (annual rate)" of Attachment AA is hereby amended to read in full as follows:

**Services of Information Technology (annual rate):**

- a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that compensation of County by LAFCO for the information technology services provided by County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.
- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate (payable in advance on July 1)</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
Beginning 2007-2008*	\$16,387.00

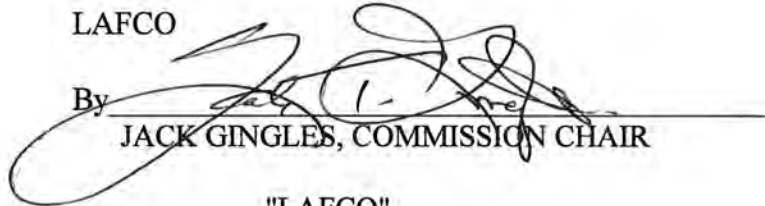
- \* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may need to amend this Agreement to conform subsequent fiscal year compensation amounts beginning with Fiscal Year 2008-2009 to the above-referenced Cost Allocation Method or such other Method as the parties may have agreed to by amendment, or may amend this Agreement within Fiscal Year 2007-2008 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

5. This Amendment No. 1 of the MA shall be effective as of September 1, 2007.

6. Except as provided in (1) through (5), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, the parties hereto have approved this Amendment No. 1 of Napa County Agreement No. 4433 through their duly authorized representatives as of the date first above written.

LAFCO

By   
JACK GINGLES, COMMISSION CHAIR

ATTEST:

"LAFCO"

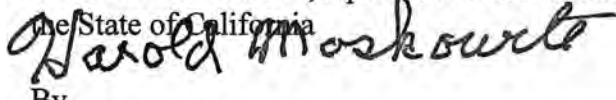
By \_\_\_\_\_

APPROVED AS TO FORM:

LAFCO Legal Counsel

By: Jaqueline M. Dong  
Date: 11/19/07

COUNTY OF NAPA, a political subdivision of  
the State of California

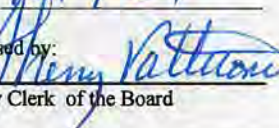
  
By \_\_\_\_\_  
HAROLD MOSKOWITE, Chair of the Board of  
Supervisors

"County"

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: 

**APPROVED AS TO FORM**  
Office of County Counsel  
  
By: Margaret L. Woodbury,  
Chief Deputy County Counsel  
(by e-signature)  
Date: August 31, 2007

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: 12-4-07  
Processed by:   
Deputy Clerk of the Board

**ATTACHMENT BB****ITS COST ALLOCATION METHOD**

In 2001, the Napa County Board of Supervisors approved a comprehensive cost allocation method prepared by an independent auditing agency, Bartig, Basler & Ray, for the calculation of ITS charges. This method, used for all departments, is based on a formula that incorporates ten ITS functional categories and the client usage associated with them. These categories include: Network Services, Financials, Human Resources, CJIMS, Helpdesk, Departmental Services, Overhead, Administrative Services, Assigned Staff and Training. Usage charges are reviewed annually for the purpose of determining appropriate cost allocation.

ITS uses four factors in its cost allocation plan used to determine an Agency's share of the ITS budget:

- Number of agency personnel (# of Napa County payroll checks)
- Size of agency's last fiscal years expenditure
- Number of ITS managed agency personal computers
- Number of hours enhanced support for last fiscal year (usually application development of an agency specific program)

ITS collects and distributes its costs in the following service areas:

Service Area	Distribute Cost to	Cost Factor
Network Services-Communication lines and equipment, remote access, internet access, email, etc. and staff	All agencies	Number of personal computers
Financials-including PS intranet, budget module, etc. HW/SW and staff	All agencies who utilize financial services	Percentage of total budget
HR-HW/SW and staff	All agencies receiving Napa County payroll checks	Number of staff
CJIMS-HW/SW and staff	Criminal justice agencies	Number of PCs and staff
Help Desk-staff and supplies	All agencies	Number of PCs
Departmental Services-HW/SW and staff for non-Enterprise applications (Megabyte, HMS, etc.)	Individual agencies utilizing the application	Actual expenditures: material, services and labor
Overhead-non project/service related expenses (vacation, training, expenses, etc.)	All agencies	Number of PCs

Administrative Services-IT support activities: contracts, asset mgmt, policies, etc.	All agencies	Number of PCs
Assigned Staff-ITS staff assigned reporting to departmental locations	Agency where staff is assigned	Actual personnel cost
Training-Training room and instruction	All agencies	Number of staff

#### Sample Cost Drivers and Calculations

Cost Drivers	County	Sample Agency
Number of PCs	1050	20
Staff	1400	25
Actual Expenditures	\$175,000,000	\$500,000
Departmental Services	n/a	40 hours
ITS Budget	\$6,000,000	n/a
Application Maintenance	\$250,000	n/a
Assigned Staff	\$250,000	0

#### ITS Service Spread (Sample) in Hours (65,000 total)

Network Services	15,000
Financials	5,000
Human Resources	4,300
Criminal Justice Applications	4,500
Help Desk	10,000
Departmental Services	8,900
Training	1,800
Overhead	8,000
Administrative Services	7,500

Total dollars to spread =  $6,000,000 - 250,000$  (maintenance) -  $250,000$  (assigned) =  $\$5,500,000$

#### Sample Agencies ITS Charges

Service Area	Cost	Calculation
Network Services	\$24,175	$15000\text{hrs}/65000\text{hrs} * 20\text{pc}/1050\text{pc} * \$5,500,000$
Financials	\$12,088	$5000\text{hrs}/65000\text{hrs} * \$5,500,000 / \$1,750,000,000 * 1,550,000$
HR	\$6,497	$4300\text{hrs}/65000\text{hrs} * 25\text{fte}/1400\text{fte} * \$5,500,000$
Criminal Justice	\$0	
Help Desk	\$16,117	$10000\text{hrs}/65000\text{hrs} * 20\text{pc}/1050\text{pc} * \$5,500,000$
Dept Services	\$3,385	$40\text{hrs}/8900\text{hrs} * 8900\text{hrs}/65000\text{hrs} * 1,550,000$
Overhead	\$12,894	$8000\text{hrs}/65000\text{hrs} * 20\text{pc}/1050\text{pc} * \$5,500,000$
Admin Services	\$12,088	$7500\text{hrs}/65000\text{hrs} * 20\text{pc}/1050\text{pc} * 1,550,000$
Assigned Staff	0	
Training	\$2,720	$1800\text{hrs}/65000\text{hrs} * 25\text{fte}/1400\text{fte} * 1,550,000$

Total ITS Charges =  $\$89,964$



**AMENDMENT NO. 2 OF**  
**NAPA COUNTY AGREEMENT NO. 4433**  
**LOCAL AGENCY FORMATION COMMISSION OF**  
**NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1st day of July, 2008 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), subsequently amended on or about September 1, 2007, for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

**TERMS**

**NOW, THEREFORE**, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**
  - a. **Calculation of Annual Fee and Method of Payment.** The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of the applicable fiscal year or in monthly payments in arrears, each payment due on

or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
Beginning 2008-2009*	\$17,768.00

\* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2009-2010, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2008-2009 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

2. This Amendment No. 2 of the MA shall be effective as of July 1, 2008.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, this Amendment No. 2 of Napa County Agreement No.

////

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY

By *Brad Wagenknecht*  
BRAD WAGENKNECHT, Chair of the Local Agency  
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,  
Executive Director/Clerk of LAFCO

"LAFCO"

By: *Keene Simonds*

APPROVED AS TO FORM:  
Commission Counsel  
By: Jacqueline M. Gong  
(By e-signature)  
Date: 5/23//08

COUNTY OF NAPA, a political subdivision of  
the State of California

By *Brad Wagenknecht*  
BRAD WAGENKNECHT, Chair of the Board of  
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Margaret L. Woodbury*,  
Chief Deputy  
(by e-signature)  
Date: May 23, 2008

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: *6-17-08*  
Processed by: *Shen Vattione*  
Deputy Clerk of the Board

**AMENDMENT NO. 3 OF  
NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1st day of July, 2009 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, and amended on June 17, 2008, for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

**TERMS**

**NOW, THEREFORE**, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Calculation of Annual Fee and Method of Payment.** The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
Beginning 2009-2010*	\$18,705.00

\* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2010-2011, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2009-2010 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

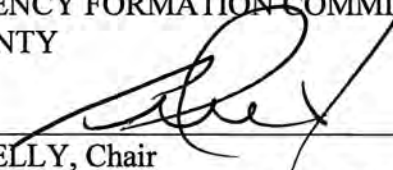
2. This Amendment No. 3 of the MA shall be effective as of July 1, 2009.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, this Amendment No.3 of Napa County Agreement No.

//////

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY

By   
BRIAN J. KELLY, Chair  
Local Agency Formation Commission of Napa County

ATTEST: KEENE SIMONDS,  
Executive Director/Clerk of LAFCO

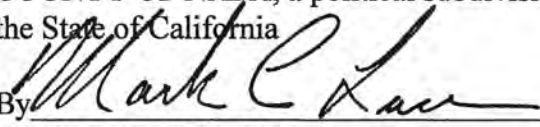
"LAFCO"

By: 

APPROVED AS TO FORM:  
Commission Counsel  
By: E-Signature Jackie Gong

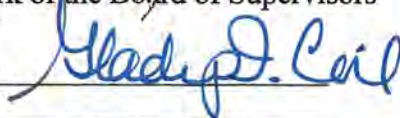
Date: 6/17/09

COUNTY OF NAPA, a political subdivision of  
the State of California


By   
MARK LUCE, Chair  
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: 

**APPROVED AS TO FORM**  
Office of County Counsel  
By: P. Tyrrell (by e-signature)  
Date: June 11, 2009

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: 8-11-09  
Processed by:   
Deputy Clerk of the Board

**AMENDMENT NO. 4 OF**

**NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1st day of July, 2010 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, and amended on July 1, 2009 for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

**TERMS**

**NOW, THEREFORE**, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**
  - a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011*	\$14,945.00

\* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2010-2011, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2009-2010 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

2. This Amendment No. 4 of the MA shall be effective as of July 1, 2010.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.


**IN WITNESS WHEREOF**, this Amendment No.4 of Napa County Agreement No.

//////



4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY

By   
JULIANA INMAN, Chair of the Local Agency  
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,  
Executive Director/Clerk of LAFCO


"LAFCO"

By: Jackie Gong (E-Signature)  
Date: 6/3/10

APPROVED AS TO FORM:  
Commission Counsel  
By:


Date:


COUNTY OF NAPA, a political subdivision of  
the State of California

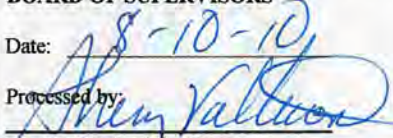
By   
DIANE DILLON, Chair  
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: 

**APPROVED AS TO FORM**  
Office of County Counsel  
By:   
Date: 8/9/10

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: 8-10-10  
Processed by:   
Deputy Clerk of the Board

**AMENDMENT NO. 5 OF**  
**NAPA COUNTY AGREEMENT NO. 4433**  
**LOCAL AGENCY FORMATION COMMISSION OF**  
**NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1st day of July, 2011 by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "County", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, County and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, and amended on July 1, 2010 for the provision by County of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to County for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to County to provide such services;

**TERMS**

**NOW, THEREFORE**, County and LAFCO hereby amend the Agreement as follows:

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

a. Calculation of Annual Fee and Method of Payment. The parties acknowledge that reimbursement of County by LAFCO for the costs of providing the information technology services required of County under Section 4 of Attachment D of this Agreement are calculated utilizing the ITS Cost Allocation Method for County's own departments and agencies which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached to Amendment No. 1 of the Agreement as Attachment "BB". At the option of LAFCO, the Annual Fee shall be payable either in advance in a single payment due on or before July 1 of

the applicable fiscal year or in monthly payments in arrears, each payment due on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the Annual Fee then in effect.

- b. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00

\* Future Modifications. Notwithstanding the foregoing, it is anticipated that County and LAFCO may amend this Agreement, beginning with Fiscal Year 2011-2012, to conform subsequent fiscal year compensation amounts to the above-referenced Cost Allocation Method or such other Method as the parties may subsequently agree to by amendment, or may amend this Agreement within Fiscal Year 2010-2011 or any subsequent fiscal year during the term of this Agreement or extension thereof to reflect additional services requested by LAFCO.

2. This Amendment No. 5 of the MA shall be effective as of July 1, 2011.
3. Except as provided in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as originally approved.

**IN WITNESS WHEREOF**, this Amendment No.5 of Napa County Agreement No.

///

///

///

4433 as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY

By *Bill Dodd*  
BILL DODD, Chairman of the Local Agency  
Formation Commission of Napa County

ATTEST: KEENE SIMONDS,  
Executive Director/Clerk of LAFCO

"LAFCO"

By: *Keene Simonds*

APPROVED AS TO FORM:  
Commission Counsel  
By: Jackie Gong (E-Signature)

Date: 3/28/11

COUNTY OF NAPA, a political subdivision of  
the State of California

By *Bill Dodd*  
BILL DODD, Chairman  
Napa County Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL  
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Thomas S. Capriola*  
(by e-signature)  
Date: *March 28, 2011*

**APPROVED BY THE NAPA COUNTY  
BOARD OF SUPERVISORS**  
Date: *6-21-11*  
Processed by *Sherry Valtierra*  
Deputy Clerk of the Board

**AMENDMENT NO. 6  
NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY FORMATION  
COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 6 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1<sup>st</sup> day of July, 2012, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010 and amended on July 1, 2011 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the scope of the Information Technology Services provided under the MA and to modify annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

**TERMS**

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

1. Section 4 of Attachment D is hereby amended to read in full as follows for those Information Technology Services and functions to be provided to LAFCO on and after July 1, 2012:

**4. INFORMATION TECHNOLOGY SERVICES**

COUNTY shall provide LAFCO with COUNTY personnel to perform the following services and functions for LAFCO, including access to the products and product licenses noted:

Napa County ITS shall provide a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through SRMS (Service Request Management Systems) and request for new products and services in ITS project architecture. ITS shall create a requirements document for customer approval prior to ITS performing any significant work. Purchases of products or licenses for applications not noted in this Exhibit shall be made by LAFCO by separate agreement with COUNTY or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

**Included services:**

**Countywide network connectivity:** existing County local area networking and wide area network digital access to appropriate County location. COUNTY reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses included, but are not limited to, activities that would weaken the COUNTY's security or increases in the use of COUNTY bandwidth that results in impacts to COUNTY's services, including additional costs, slower

access to users of the COUNTY system, or impacts of similar magnitude. LAFCO is responsible for any cost associated with connection from LAFCO to COUNTY infrastructure (LAN/WAN).

**Infrastructure Support:** Troubleshooting and support of LAFCO access and use of COUNTY LAN/WAN.

**COUNTY Network & Server Administration and Monitoring:** 24/7 automated network monitoring with on call emergency technician to respond to critical service outages of COUNTY LAN/WAN.

**File Services:** File system server storage space and management. IE, H: etc drives. Daily tape backup of supported data and systems, fault tolerance, and data recovery services of all servers located at COUNTY Data Center(s).

**Desktop and Server Virus scanning:** Automated virus updates will be enabled to the COUNTY supported desktop and servers. Monitoring of services for reliability, performance, and updates.

**Print Services:** Printer and print queue management of COUNTY supported printers.

**Email/Scheduling Service:** Includes Countywide Exchange/Outlook email and scheduling system, Remote WEB access, resource scheduling, Internet email connectivity, and countywide address book.

**Security/Firewall Services:** Firewall, proxy services, intrusion detection system, reporting system, and monitoring software on COUNTY supported Servers.

**Internet Access:** Minimum 10/100 Internet access from appropriate COUNTY facilities (County Data Center to ISP). Access to the Internet will be restricted to business use only. Non business sites and activity including access to sites that may possibly contain improper content, deemed a security or privacy risk, or other such designations will be restricted.

**Enterprise Resource Planning (ERP):** Access to PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

**Enterprise Content Management:** Access to document management systems to manage digital content. This includes eform solutions to automate internal and external forms.

**Remote Access:** Internet VPN (Virtual Private Network or other COUNTY ITS approved method) access for mobile/remote workers and limited access of third party vendor support. Remote access user must meet all COUNTY security and privacy policies and agreements and abide by its user defined processes and practices.

**Helpdesk:** Provide Helpdesk phone access from 7:00 a.m. to 5:00 p.m., Monday thru Friday. Limited on call phone access will be available 24/7 via after-hours via voice mail. COUNTY will provide a (non-emergency) IS Helpdesk Intranet site for problem reporting, system status, product purchasing, training class registration and self-help resources.

**Training Center:** Dedicated 16 seat plus instructor PC training room. Multimedia room with overhead projector for training/presentations. LAFCO can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

**Internet Site Hosting and Development:** Hosting Services for Napa 'ITS developed' Internet and Intranet Web Sites. Access to Chardonnay for enterprise intranet, SharePoint "My Site" for

personalized information. Full backup and recovery services, security, virus/phishing, and firewall services of Hosted Web Sites. WEB monitoring, filtering, reporting and statistics.

**User Account Administration:** End user account setup and administration within County Active Directory system. Security and all core services accounts.

**Access to Enterprise Systems and Data:** Property, permitting, recorded documents, code compliance, etc.

**Server management and hosting services for servers hosted at COUNTY Data Center(s):** Physical Server management, HW (Hardware) management, Operating System management, virus protection, version maintenance, patches, service packs, tape backup, disaster recovery, third party vendor coordination, uninterruptible battery backups, 24/7 SNMP (Simple Network Managed Protocol) monitoring.

**Geographical Information Systems (GIS):** Turnkey GIS services including training, user support, and access to the enterprise spatial data warehouse and web applications. Limited map production services. Large-format plotters. Data hosting, management and distribution.

**Pre-approval of Technology Purchases:** All LAFCO technology systems intended to be installed within COUNTY technology assets and supported by COUNTY must be reviewed and pre-approved by COUNTY prior to LAFCO purchase.

**Limitations to this agreement:** Services provided by COUNTY are limited to only those technologies that COUNTY is deemed capable and trained to provide and that is residing on or connected to the COUNTY network infrastructure. Any LAFCO technology assets not deemed to be sufficiently secure and not placed on COUNTY network will be excluded from this agreement. Additionally, any services, hardware, process, or system implemented by LAFCO that does not meet and/or comply with any 'in effect' standards and/or COUNTY prescribed best practices will be excluded from this agreement. COUNTY will, unilaterally, have final authority on any discussions regarding the meaning of any terms contained within this agreement.

**What is not included in the services contracted unless specifically addressed in the agreement and the cost allocation method:**

Because physical location is not at the discretion of the County Board of Supervisors, connectivity installation costs such as T-1 connection will be solely the responsibility of LAFCO.

COUNTY will not support nor install any non-COUNTY standard technology deployed by LAFCO independent from COUNTY ITS approval and acceptance.

LAFCO will not deploy non-COUNTY approved and/or non-COUNTY standard technology, software, database, peripheral devices, mobile device, wireless devices, or any other technology asset on COUNTY owned equipment without approval of COUNTY ITS. Any deviation from this requirement will be considered a material breach of this agreement.

Servers hosted at LAFCO or LAFCO servers that are non-COUNTY standard operating systems and applications will not be supported by COUNTY ITS nor will they be physically connected to COUNTY infrastructure without written approval from COUNTY ITS.

COUNTY ITS will disconnect and/or make any LAFCO device, software, or device/software configurations that attached to or communicate through the COUNTY network unusable if COUNTY ITS deems such action necessary to protect the security and/or integrity of COUNTY operational assets including any device or software that impact the operational status of COUNTY users, as a whole. This is at the sole discretion of COUNTY ITS.

COUNTY ITS does not service any non-COUNTY asset including non-COUNTY PC's and printers nor allow non-COUNTY assets to be physically connected to COUNTY infrastructure. ITS may supply LAFCO with software such as VPN or Terminal software that allows secure connection through the Internet to COUNTY network in support of the agreement.

Web sites developed and supported by outside vendors will not be allowed to be hosted on COUNTY Web servers.

LAFCO must provide their own DSL (or other type connection) outside of COUNTY network traffic for any bandwidth intensive processes or applications such as video conferencing.

Training course costs and other associated training costs are not included in this agreement.

LAFCO is responsible for all data and telecom wiring at their location. If COUNTY ITS is available to provide such services then materials and labor will be billed to LAFCO outside of this agreement.

2. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

**1. Services of Information Technology (annual rate):**

a. Background. County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning, Customer Management and Enterprise Architecture. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's PCs or FTE.

b. Payment. The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00

The Annual Fee for Fiscal Year 2013-2014 and thereafter shall remain \$22,009.00 until this Agreement is amended.


3. This Amendment No. 6 of the MA shall be effective as of July 1, 2012.



4. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.


IN WITNESS WHEREOF, this Amendment No. 6 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY**

By   
LEWIS CHILTON, Chair of the Agency Board

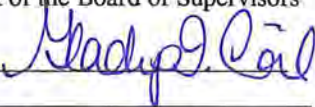
"LAFCO"

**COUNTY OF NAPA, a political subdivision of  
the State of California**


By   
KEITH CALDWELL, Chairman of the Board of  
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

By: 

<p><b>APPROVED AS TO FORM</b> Office of County Counsel By: <u>Thomas S. Capriola</u> Date: <u>May 25, 2012</u></p>
<p><b>APPROVED AS TO FORM</b> Commission Counsel By: <u>Jackie Gong</u> Date: <u>May 29, 2012</u></p>

<p><b>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</b> Date: <u>June 26, 2012</u> Processed by: <u></u> Deputy Clerk of the Board</p>
---

**AMENDMENT NO. 7  
NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 7 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1<sup>st</sup> day of July, 2013, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011 and amended on July 1, 2012 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

**TERMS**

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

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's

PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00

The Annual Fee for Fiscal Year 2014-2015 and thereafter shall remain \$22,374.00 until this Agreement is amended.

2. This Amendment No. 7 of the MA shall be effective as of July 1, 2013.

///

///

///

3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Amendment No. 7 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY**

By *Brad Wagenknecht*  
BRAD WAGENKNECHT, Chair of the Agency Board

"LAFCO"

**NAPA COUNTY, a political subdivision of  
the State of California**

By *Brad Wagenknecht*  
BRAD WAGENKNECHT, Chairman of the Board of  
Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

By: *Gladys I. Coil*

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Thomas S. Capriola*  
Date: *March 4, 2013*

**APPROVED BY THE NAPA  
COUNTY  
BOARD OF SUPERVISORS**  
Date: *6/13/2013*  
Processed by: *[Signature]*  
Deputy Clerk of the Board

**APPROVED AS TO FORM**  
Commission Counsel  
By: *Jichui Song*  
Date: *6/3/13*

**AMENDMENT NO. 8  
NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY THE COUNTY OF NAPA TO THE LOCAL AGENCY  
FORMATION COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 8 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1<sup>st</sup> day of July, 2014, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.);

**RECITALS**

**WHEREAS**, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011, July 1, 2012 and amended on July 1, 2013 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

**TERMS**

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

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:
  1. **Services of Information Technology (annual rate):**
    - a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's

PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00
2014-2015	\$23,663.00

The Annual Fee for Fiscal Year 2015-2016 and thereafter shall remain \$23,663.00 until this Agreement is amended.

2. This Amendment No. 8 of the MA shall be effective as of July 1, 2014.

///


///

///


3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

**IN WITNESS WHEREOF**, this Amendment No. 8 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**


By   
BRIAN J. KELLY, Chair of the Agency Board  
"LAFCO"

**NAPA COUNTY, a political subdivision of the State of California**

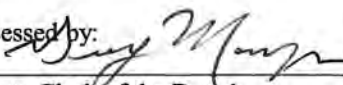
By   
MARK LUCE, Chairman of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

By: 

**APPROVED AS TO FORM**  
Office of County Counsel  
By: Thomas S. Capriola  
Date: March 17, 2014

**APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS**  
Date: 6/10/14  
Processed by:   
Deputy Clerk of the Board

**APPROVED AS TO FORM**  
Commission Counsel  
By: Jackie Gong  
(E-Signature)  
Date: 3/18/14

**AMENDMENT NO. 9  
NAPA COUNTY AGREEMENT NO. 4433  
LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY NAPA COUNTY TO THE LOCAL AGENCY FORMATION  
COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 9 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1<sup>st</sup> day of July, 2015, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY,, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000et.seq.).

**RECITALS**

**WHEREAS**, on or about July 1, 2003, COUNTY and LAFCO entered into Napa County Agreement No. 4433 (hereinafter referred to as "MA"), amended on or about September 1, 2007, June 17, 2008, July 1, 2009, July 1, 2010, July 1, 2011, July 1, 2012, July 1, 2013 and amended on July 1, 2014 for the provision by COUNTY of support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rates of compensation to COUNTY for services provided by its Information Technology Services Department ("ITS") to reflect changes in the costs to COUNTY to provide such services;

**TERMS**

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

1. The portion entitled "Services of Information Technology (annual rate)" of Attachment AA of the Agreement is hereby amended to read in full as follows:

1. **Services of Information Technology (annual rate):**

- a. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County's internal departments each year as part of it budgeting process. The County performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. County then allocates ITS costs throughout the County's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that County shall



calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County's own departmental budgets by the number of LAFCO's PCs or FTE.

b. Payment.

The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.

c. Amount of Annual Fee. The Annual Fee shall be as follows:

<u>Fiscal Year</u>	<u>Annual Rate</u>
2003-2004	\$12,900.00
2004-2005	\$12,999.96
2005-2006	\$13,377.96
2006-2007	\$17,799.00
2007-2008	\$16,387.00
2008-2009	\$17,768.00
2009-2010	\$18,705.00
2010-2011	\$14,945.00
2011-2012	\$20,261.00
2012-2013	\$22,009.00
2013-2014	\$22,374.00
2014-2015	\$23,663.00
2015-2016	\$24,052.00

The Annual Fee for Fiscal Year 2016-2017 and thereafter shall remain \$24,052.00 until this Agreement is amended.

2. This Amendment No. 9 of the MA shall be effective as of July 1, 2015.
3. Except as set forth in (1) through (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

///

///

///

///

///

///

**IN WITNESS WHEREOF**, this Amendment No. 9 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

**LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY**

By *Joan Bennett*  
JOAN BENNETT, Chair of the Agency Board

"LAFCO"

**NAPA COUNTY, a political subdivision of the State of California**

By *Diane Dillon*  
DIANE DILLON, Chair of the Board of Supervisors

"COUNTY"

ATTEST: GLADYS I. COIL,  
Clerk of the Board of Supervisors

By: *Gladys I. Coil, Deputy*

**APPROVED AS TO FORM**  
Office of County Counsel  
By: *Janice Killion (e-sign)*  
Date: March 10, 2015

**APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS**  
Date: *6/9/15*  
Processed by: *[Signature]*  
Deputy Clerk of the Board

**APPROVED AS TO FORM**  
Commission Counsel  
By: *Silva Darbinian (e-sign)*  
Date: *March 26, 2015*

Napa County Agreement No. 190289B

**AMENDMENT NO. 10**  
**NAPA COUNTY AGREEMENT NO. 4433**  
**LOCAL AGENCY FORMATION COMMISSION OF**  
**NAPA COUNTY AGREEMENT NO. 03-02**

**SUPPORT SERVICES BY NAPA COUNTY TO THE LOCAL AGENCY FORMATION  
COMMISSION OF NAPA COUNTY**

**THIS AMENDMENT NO. 10 OF NAPA COUNTY AGREEMENT NO. 4433** is made and entered into as of this 1<sup>st</sup> day of July, 2018, by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter referred to as "LAFCO"), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000, *et seq.*).

**RECITALS**

**WHEREAS**, COUNTY and LAFCO entered in an agreement on or about July 1, 2003 – Napa County Agreement No. 4433 (hereinafter referred to as "MA") which has subsequently been amended on nine occasions – for COUNTY to provide support services needed for LAFCO's performance of its functions and responsibilities, including information technology services; and

**WHEREAS**, the parties now desire to amend the MA to modify the annual rate of compensation to COUNTY for services provided by its Information Technology Services Division ("ITS") to reflect changes in the costs to COUNTY to provide such services.

**TERMS**

**NOW, THEREFORE**, COUNTY and LAFCO hereby amend the MA as follows:

1. Section 4 of the MA is hereby amended to read in full as follows:

**4. REIMBURSEMENT**

(a) **Rates**. In consideration of County's fulfillment of the promised services and personnel, LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County and its departments and divisions in providing these services. The rates shall be determined and mutually agreed to by the parties in accordance with Attachment "AA" of the Agreement, including any and all amendments.

(b) **LAFCO Staffing Reimbursement**. LAFCO shall reimburse County for the salary and benefits of County staff primarily assigned to serve LAFCO, including any

increases in salary and benefits that County provides such staff during the term of this Agreement.

(c) **LAFCO-Requested Travel Expense Reimbursement.** LAFCO shall reimburse County for expenses incurred by County departments and divisions for travel by their assigned personnel when such travel has been requested by LAFCO in writing. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(d) **Bank Analysis Pass-through Charge.** LAFCO shall reimburse County on a pass-through basis for the costs incurred by County for bank charges relating to LAFCO activities.

(e) **General Liability Coverage/Workers' Compensation Coverage.** LAFCO shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(f) **Adjustment for Additional LAFCO-Requested Services.** LAFCO shall reimburse County for the actual costs (including the costs of labor, equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by LAFCO. Such additions or increases in services shall be permitted only if approved in writing by the County Executive Officer and LAFCO Executive Officer, including approval of the applicable reimbursement rates.

2. The portion entitled "Services of Information Technology (annual rate)" of Attachment "AA" of the MA is hereby amended to read in full as follows:

**1. Services of Information Technology (annual rate):**

- a. **Annual Fee.** The Parties acknowledge that compensation of COUNTY under this Agreement is calculated utilizing the ITS Cost Allocation Method for COUNTY's own departments and agencies. On or before April 1 of each year during which the MA is in effect, COUNTY shall provide to LAFCO an invoice setting forth the Annual Fee for the following fiscal year. COUNTY allocates Internet Technology Service ("ITS") costs to all of COUNTY's internal departments each year as part of its budgeting process. COUNTY performs this task by breaking out all ITS costs – into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning and Customer Management. COUNTY then allocates ITS costs throughout COUNTY's departments based on either the number of personal computers ("PCs") or full-time equivalent employees ("FTE"). It is the intent and understanding of the parties that COUNTY shall calculate LAFCO's Annual Fee by multiplying the total costs per PC or FTE COUNTY utilized for setting COUNTY's own departmental budgets by the number

of LAFCO's PCs or FTE.

b. Payment.

The Annual Fee shall be payable on or before the first of the month preceding the quarter of service, with the payable quarterly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.

c. Future Modifications

(1) Procedure for Subsequent Annual Determination of Rates. During the fourth quarter of each fiscal year of this Agreement, the County Executive Officer, or designee, and the Executive Officer of LAFCO shall meet prior to adoption of the respective annual County and LAFCO budgets to determine and calculate the proposed rates for County staff and services to be furnished during the succeeding fiscal year. The rates shall be those necessary to achieve the cost reimbursement provided for in Paragraph 4(a) of the Agreement, subject to the additional factors set forth in Paragraph 4(b) through 4(f) of the Agreement. The annual adjustment of these reimbursement rates so determined shall be approved in writing by the County's Chief Information Officer and the Executive Officer of LAFCO. When so approved, these rates shall become effective for the subsequent fiscal year unless this Agreement is not renewed or otherwise terminated by the County and/or LAFCO.

(2) Modification of Annual Fee Only. The Parties agree and understand that the Annual Fee may fluctuate from fiscal year to fiscal. Based on this understanding, the Parties agree that the Annual Fee each fiscal year shall be determined by the formula specified in Paragraph (c)(1) of this Attachment. This annual fluctuation of the Annual Fee shall not alter, amend, negate, or otherwise affect any other provision or term of the MA, amendments to the MA, or any of the exhibits attached to the MA. Any amendment or alteration to any other provision or term of the MA, its amendments, and/or its exhibits must be done pursuant to Section 22 of the MA.

3. This Amendment No. 10 of the MA shall be effective as of July 1, 2018.

4. Except as set forth in (1) through (3), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

///  
///  
///

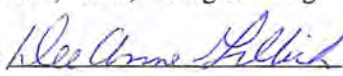
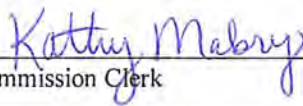

SIGNATURE PAGE FOLLOWS

<sup>(new)</sup> **IN WITNESS WHEREOF**, this Amendment No. 10 of Napa County Agreement No. 4433 was executed by the parties hereto as of the date first above written.

LOCAL AGENCY FORMATION COMMISSION OF  
NAPA COUNTY

By   
MARGIE MOHLER, Chair of LAFCO

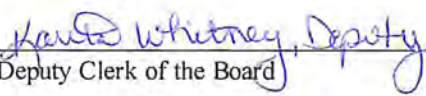
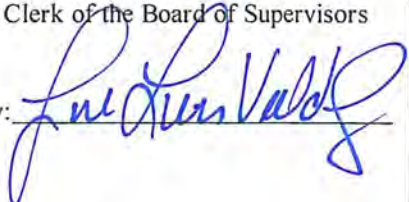
“LAFCO”

<p>APPROVED AS TO FORM Sloan, Sakai, Yeung &amp; Wong</p> <p>By: <u></u></p> <p>Date: <u>8/21/18</u></p>	<p>APPROVED BY LAFCO</p> <p>Date: <u>8/8/18</u></p> <p><u></u> Commission Clerk</p>	<p>ATTEST: BRENDON FREEMAN LAFCO Executive Officer</p> <p>By: <u></u></p>
---	--	--

NAPA COUNTY, a political subdivision of  
the State of California

By   
~~BRAD WAGENKNECHT, Chair~~ Ryan Gregory,  
Board of Supervisors Vice Chair

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>7/13/18</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>9/11/18</u></p> <p>Processed By: <u></u> Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: <u></u></p>
---	---	---