

**NAPA COUNTY AGREEMENT NO. 7975  
CITY OF ST. HELENA AGREEMENT NO.  
AMENDMENT NO. 1**

**AGREEMENT FOR GIS SERVICES**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 7975** is made and entered into as of this 24<sup>th</sup> day of March 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the CITY OF ST. HELENA, a municipal corporation, hereinafter referred to as “CITY”;

**RECITALS**

**WHEREAS**, on the 1st day of July, 2013, COUNTY engaged CITY in Agreement No. 7975, to provide CITY with GIS services in exchange for CITY paying COUNTY with an equitable share of COUNTY’s ongoing costs to provide personnel for the countywide GIS services maintained by COUNTY, and;

**WHEREAS**, COUNTY and CITY wish to amend the Agreement to replace Exhibit “A” with Exhibit “A-1” to revise the scope of work and Exhibit “B” in its entirety with Exhibit “B-1” to revise the compensation;

**TERMS**

**NOW, THEREFORE**, COUNTY and CITY agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 “Scope of Services” is amended to read in full as follows:
  2. **Scope of Services.** COUNTY shall provide CITY those services set forth in Exhibit “A-1” attached hereto and incorporate by reference herein.
2. Paragraph 3 “Compensation” is amended to read in full as follows:
  3. **Compensation.**
    - (a) Rates. In consideration of COUNTY’s fulfillment of the promised work, CITY shall pay COUNTY at the rates set forth in Exhibit “B-1”, attached hereto and incorporated herein.
    - (b) Expenses. No travel or other expenses will be reimbursed by CITY except as provided in Exhibit “B-1”.
    - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement “per fiscal year” shall be a total of TEN THOUSAND DOLLARS (\$10,000) for services and expense reimbursement authorized pursuant to Exhibit “B-1”; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable

expenses actually incurred; and provided further that continuation of this Agreement and payment of future years' services by CITY beyond the current and each future fiscal year is dependent upon CITY appropriating sufficient funds for payment of COUNTY's services in such years.

3. Paragraph 17 "Amendment/Modification" is amended to read in full as follows:

**17. Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only CITY, through its CITY Council in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A-1". Failure of COUNTY to secure authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

4. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.
5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved. If there is a conflict between this Amendment and the Agreement or any earlier amendment, this Amendment will govern.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

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

CITY OF ST. HELENA

Signed by:  
By Jim McCann  
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Jim McCann, Interim City Manager

“CITY”

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
Amber Manfree, Chair of the Board of  
Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>October 17, 2025</u></p> <p>PL No. 140991</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT “A-1”

### SCOPE OF WORK

COUNTY shall provide CITY with the following services:

#### I. DESCRIPTION OF SERVICES

COUNTY shall provide CITY the use of the GIS infrastructure which consists of a spatial data warehouse and GIS applications, web and reporting servers. This infrastructure is used to provide the following GIS services:

- GIS map service publishing and GIS data hosting
- GIS web application hosting, including custom coded applications and configurable web applications, including public notification lists
- **Minor modifications\*** to existing GIS web applications
  - \*Minor modifications are defined as front end or aesthetic changes or basic web application functions. Examples include adding new data to the web application(s), altering labels, fonts and otherwise cartographic changes. Includes modifications or improvements to existing functionality or tools (widgets).
- Connection to data warehouse (GIS Database) and online resources by online groups or approved County database accounts.
- **Base data\*** management, including but not limited to address point creation or change requests, road centerlines, building footprint and parcels updates, CITY limits, zoning and general plan and **public safety data\***.
  - Base data\* is defined as data that by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for government operations in each jurisdiction AND the County. The County reserves the right to determine if a particular dataset or map product is or is not “base data”.
  - Public safety data\* is defined as any GIS dataset related to public safety and by nature is reciprocal, geographically covers all jurisdictions and serves as critical information for emergency response and recovery efforts for both local and County level incidents. Including but not limited to evacuation zones, routes and Wireless Emergency Alerting data (WEA), FEMA flood zones, FHSZ Fire Hazard Severity Zones (FHSZ), Wildland Urban Interface (WUI), Critical Infrastructure Layers (CFI) and Computer Aided Dispatch (CAD) which includes many base layers such as Master Street and Address Guide (MSAG), Public Safety Answering Point (PSAP Boundaries), Emergency Service Numbers and Zones (ESN/ESZ), road centerlines and address points data.
- The services provided do not include GIS desktop licenses or access to ArcGIS Online for CITY. COUNTY’s agreement with ESRI prohibits COUNTY from providing such licenses or access to non-COUNTY users. This prohibition extends to online accounts within the COUNTY’s organizations (sites) and desktop software licenses, extensions, and add-ins.

#### II. ADDITIONAL GIS SERVICES

COUNTY shall provide to CITY, upon requests from its CITY Manager or designee, the following GIS services beyond those described in I, above. Such additional GIS services may include, but not be limited to, the following:

- Loading new or non-pre-existing data into the County’s GIS database/warehouse

- Development of new GIS data or workflow
- Digital and hardcopy map production
- Integration of COUNTY GIS data or map services with CITY applications such as CRW, CITYworks, or other asset management or new permitting software applications
- Custom or requested **spatial analysis\*** of any kind
  - Spatial analysis\* is defined as the process of examining the locations, attributes, patterns, and relationships of features in spatial data to address a question or gain useful knowledge.
  - A method of advanced spatial modeling that assists with terrain modeling, finding suitable locations and routes, discovering spatial patterns, and performing hydrologic and statistical analysis.
- GIS data creation or maintenance to data not included in the base data\*
- Creation of new Web Mapping Applications or web application tools (widgets)
- **Significant Modification\*** of Web Mapping Applications
  - Significant modifications\* are defined as changes that require custom development of map tools or major overhaul of the applications configuration (backend or hardware). Examples include upgrades or changes of application types (Web App modified to an Experience Builder or Dashboard or other platform). The County reserves the right to determine the level of effort and/or significance of the requested changes.

A CITY representative and COUNTY's Chief Technology Officer or his designee shall jointly develop and mutually agree on a Scope of Work for each such additional project along with a time estimate and the staff resources required as a quote of the estimated fee prior to performance of any such additional work.

**EXHIBIT “B-1”**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

CITY shall compensate COUNTY for the services provided by COUNTY under this Agreement in accordance with the following rates, subject to the annual maximum set forth in Paragraph 3 (c) of the Agreement:

1. Compensation for the services listed in Exhibit “A-1”, Section I shall be calculated on a base rate of A DOLLAR FIFTY (\$1.50) per parcel within CITY’s jurisdiction per fiscal year during the term of this Agreement and any automatic renewal thereof, commencing with fiscal 2025-2026. The base rate consists of non-labor expenses required to maintain the GIS system, such as, but not limited to, hardware and software costs, software maintenance and monitoring tools. The number of such parcels shall be established by COUNTY as of July 1 of each year during the term of this Agreement or any extension thereof and shall be based on COUNTY’s GIS parcel database. For fiscal year 2025-2026, the parties agree that the number of such parcels within CITY’s jurisdiction shall be deemed to be TWO THOUSAND THREE HUNDRED SEVENTEEN (2,317), resulting in a cost of THREE THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND FIFTY CENTS (\$3,475.50). The cost shall be payable by CITY to COUNTY annually.

The base rate of the next Fiscal Year shall be provided to CITY in writing by May 1<sup>st</sup> of each year during the term of this Agreement or any automatic renewal thereof.

2. Compensation of COUNTY for additional services requested by CITY under this Agreement shall be based on the ITS Weighted Labor Rates, which will be billed and paid on a quarterly basis for each additional project developed under the procedure set forth in Exhibit “A-1”, Section II, but not to exceed FIVE THOUSAND DOLLARS (\$5,000) per fiscal year thereafter during the term of this Agreement or any automatic renewal thereof, commencing with fiscal year 2025-2026:

<b><u>Position Title</u></b>	<b><u>Hourly Rate</u></b>
GIS Technician (Extra Help)	\$26.80
Information Systems Specialist I	\$195.82
Information Systems Specialist II	\$207.57
Senior Information Systems Specialist	\$218.64
Information Systems Manager	\$274.99

ITS Weighted Labor Rates for the next fiscal year shall be provided to CITY in writing by May 1<sup>st</sup> of each year during the term of this Agreement or any automatic renewal thereof.