

**NAPA COUNTY AGREEMENT NO. 260179B  
NVRTA AGREEMENT NO. 25-C45**

**AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF SUPPORT  
SERVICES  
BY NAPA COUNTY TO NAPA VALLEY TRANSPORTATION AGENCY**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between NAPA COUNTY (hereinafter “County”), a political subdivision of the State of California, and NAPA VALLEY TRANSPORTATION AGENCY (hereinafter “Agency”), a local public agency formed pursuant to the joint exercise of powers act under Government Code section 6500 et seq.

**RECITALS**

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

**WHEREAS**, County and Agency have entered into agreements for the provision of support services since 2007 and now desire to enter into an amended and restated agreement to provide updated terms and conditions.

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

**AGREEMENT**

**ARTICLE 1 – SCOPE OF SERVICES**

1. **Services to be Provided by County.** County shall provide the following services subject to Agency abiding by County policies and procedures governing such services. County, through its departments and divisions, shall provide Agency the following services:

Auditor Controller Services as described in Attachment A-1;

Telecommunications, Mail and Information Technology Services as described in Attachment A-2;

Treasurer-Tax Collector services as described in Attachment A-3;

Property Maintenance services as described in Attachment A-4; and  
Personnel Services as described in Attachment A-5.

## ARTICLE II – DURATION OF AGREEMENT

**2.1 Term.** This Agreement shall commence on the Effective Date and shall expire on June 30, 2030. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the Agency’s Executive Director and the County’s Chief Executive Officer, provided that no other terms or conditions are being amended.

**2.2 Termination.** This Agreement may be terminated prior to the expiration date by either party providing the other party with sixty (60) days advance written notice.

## ARTICLE III - COMPENSATION

**3.1 Amount of Compensation.** Agency shall pay County as follows:

(a) **Rates.** In consideration of County’s fulfillment of the promised services and personnel, Agency 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 in accordance with Attachment B of the Agreement.

(b) **Adjustment for Additional Agency-Requested Services.** Agency 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 Agency. Such additions or increases in services shall be permitted only if approved in writing by the County Chief Executive Officer and Agency Executive Director, including approval of the applicable reimbursement rates.

**3.2 Payment Process.** 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 Agency of an itemized billing invoice in a form acceptable to the Executive Director of Agency and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any Agency-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the Executive Director of Agency requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Director requests to justify

the invoice charges. County shall submit such invoices quarterly to the Executive Director of Agency who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten (10) working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Director of Agency shall direct reimbursement be made by journal entry from the Agency 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.

#### **ARTICLE IV – INSURANCE**

County shall maintain insurance coverage consistent with the County's program of self-insurance including: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors and officers liability; (d) blanket fidelity and public official bonds; (e) workers' compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of Agency; and (g) Master Crime.

#### **ARTICLE V – INDEMNIFICATION**

County and Agency 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.

#### **ARTICLE VI – COMPLIANCE WITH LAWS**

**6.1 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.

**6.2 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 Director of Agency and all other Agency staff shall not perform any work under this Agreement that might reasonably be considered detrimental to Agency's interests. Agency 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 Agency 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 Agency may consent to in writing.

## ARTICLE VII – GENERAL PROVISIONS

**7.1 Access to Records/Retention.** Agency 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 Agency makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with Agency in providing all necessary data in a timely and responsive manner to comply with all Agency reporting requirements.

**7.2 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 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 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, whichever is earlier.

### **Agency**

Mail: Napa Valley Transportation Authority  
625 Burnell Street  
Napa, CA 94559

E-Mail: [dschmitz@nvta.ca.gov](mailto:dschmitz@nvta.ca.gov)

### **County**

Napa County Chief Executive Officer  
1195 Third Street, Suite 310  
Napa CA. 94559

[ceoadmin@countyofnapa.org](mailto:ceoadmin@countyofnapa.org)

**7.3 Independent Contractor.** County shall perform this Agreement as an independent contractor. County and its officers, agents and employees are not, and shall not be deemed, Agency 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. Agency 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.

**7.4 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.

**7.5 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 Agency, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that Agency may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. Agency may not assign its rights hereunder, either in whole or in part, without prior written consent of the County.

**7.6 Authority to Contract.** Agency and County each warrant hereby that they are respectively legally permitted and otherwise have the authority to enter into and perform this Agreement.

**7.7 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.

**7.8 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.

**7.9 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 Agency, through its Chair or, where permitted by law and Agency policy, through its Executive Director, 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.

**7.10 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.

**7.11 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.

**7.12 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.


**"Agency":**

ATTEST: Laura Sanderlin, 09/23/2025  
LAURA SANDERLIN, Clerk of  
the Board of Supervisors

APPROVED AS TO FORM:

Agency Legal Counsel

By  09/23/2025  
Osman Muftic (Sep 23, 2025 11:23:18 PDT)

By  09/23/2025  
DANIELLE SCHMITZ, Executive Director

**"County":**

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

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of Supervisors

ATTEST: NEHA HOSKINS,  
Clerk of the Board of Supervisors

APPROVED BY THE BOARD  
OF SUPERVISORS:

By \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
Napa County Counsel

Processed by:

By Sheryl Bratton, County Counsel  
9/30/2025

\_\_\_\_\_  
Deputy Clerk of the Board

## **ATTACHMENT A-1**

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

#### **1. SCOPE OF SERVICE**

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

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

#### **2. LEVEL AND MANNER OF SERVICE**

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

- (a) The Agency Operations Fund shall be administered in accordance with all applicable provisions of the Government Code.
- (b) All expenditures made from this Fund will be in accordance with the legally adopted budget as approved by the Agency Board of Directors.
- (c) At Agency'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 Agency, including policies and procedures including the electronic interchange of data and efforts to minimize reliance on County services.

#### **3. AUDITOR CONTACT:**

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

E-mail: [tracy.schulze@countyofnapa.org](mailto:tracy.schulze@countyofnapa.org)



**ATTACHMENT A-2**  
**PROVISION OF TELECOMMUNICATIONS, MAIL,**  
**INFORMATION TECHNOLOGY SERVICES AND**  
**RECORD MANAGEMENT SERVICES TO AGENCY BY**  
**THE NAPA COUNTY EXECUTIVE OFFICER**

**1. TELECOMMUNICATION SERVICES**

The Napa County Executive Officer, through the Communications Division shall provide Agency 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 Agency:

- telephone systems, including voice mail

**2. INFORMATION TECHNOLOGY SERVICES**

County shall provide Agency with County personnel to perform the following services and functions for Agency, 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 the ITS ticketing system. 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 Agency 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:** provide connection to County WAN (wide area network) to facilitate access to County datacenter and Internet. County reserves the right to restrict internet access to appropriate uses. Examples of inappropriate uses include, but are not limited to, activities that would weaken the County's security, violate County policy or increase 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. Agency is responsible for any cost associated with connection from Agency to County infrastructure (LAN/WAN).

**Infrastructure Support:** Troubleshooting and support of Agency 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.

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

**Endpoint Protection:** Monitor and protect supported endpoints, including desktops, laptops, and servers against cyber threats.

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

**Email service including** access to County address book.

Cybersecurity: County's cybersecurity services will be used to protect and recover Agency technology assets that are managed by County and hosted on County premises from cyber incidents.

**Internet Access:** Access to the Internet will be restricted to business use only. Nonbusiness 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 County's Financial and HRMS (Human Resource Management Systems) platforms, 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:** Provide secure remote access to County technology resources. Remote access is restricted to that which is allowed per County security and privacy policies and agreements.

**Helpdesk:** Provide Helpdesk phone access from 8:00 a.m. to 5:00 p.m., Monday through 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. Agency 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. Internet usage monitoring, filtering, reporting and statistics.

**Identity and Access Management:** User account provisioning and access management to technology resources managed by County.

**Access to Enterprise Systems and Data:** Property, recorded documents, GIS data, etc.

**Hosting services for Agency applications/services at County data center(s):** Physical server management, hardware management, operating system management, endpoint protection, lifecycle management, patches, service packs, tape backup, disaster recovery, third party vendor coordination, UPS and generator, 24/7 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 Agency technology systems intended to be installed within County technology infrastructure and/or supported by County must be reviewed and pre-approved by County prior to Agency 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 Agency 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 Agency 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.

Third-party hosted applications purchased by Agency that create an unacceptable risk to County will not be integrated with County technology.

**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, network connectivity installation costs will be solely the responsibility of Agency.

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

Agency 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 Agency or Agency 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 Agency 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 Agency 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.

Agency 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.

Agency 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 Agency outside of this agreement.

## **Security and Acceptable Use Obligations**

### **1. Compliance with Security Policies**

Agency agrees to comply with all applicable security policies, procedures, and guidelines provided by the County concerning the use, protection, and management of the County's information, technology systems, and any data housed therein. This includes adhering to industry-standard security measures, such as password protection, encryption, and multi-factor authentication where applicable.

### **2. Acceptable Use of Technology Assets**

Agency acknowledges and agrees that any access to, or use of, the County's owned or managed technology assets, including but not limited to computers, servers, networks, cloud services, mobile devices, and other related infrastructure, shall be governed by the County's Acceptable Use Policy ("AUP"), which may be updated from time to time.

a. Agency shall use the County's technology assets solely for authorized business

purposes and in a manner that complies with all applicable laws, regulations, and County policies.

b. Unauthorized access, modification, destruction, or disclosure of any information or systems is strictly prohibited and shall be considered a breach of this Agreement.

3. **Security Incidents**

In the event of any security incident or breach involving the County's technology assets or data, Agency shall promptly notify the County in accordance with the County's incident reporting procedures and fully cooperate with any investigation or remedial actions undertaken by the County.

4. **Ongoing Review and Updates**

Agency agrees to review and acknowledge updates to the County's security policies and procedures as they are made available. Continued access to and use of the County's technology assets constitutes acceptance of any modifications to such policies.

5. **Consequences of Non-Compliance**

Any failure by Agency to comply with the County's security policies, acceptable use guidelines, or procedures may result in the immediate suspension or termination of access to the County's technology assets, as well as any other remedies available to the County under this Agreement or applicable law.

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

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because Agency 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

Email: \_\_\_\_\_@countyofnapa.org

## **ATTACHMENT A-3**

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

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

(a) The Napa County Treasurer-Tax Collector ("Treasurer") shall provide Agency with banking and investment services on a cost pass-through basis. The scope of services shall include:

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

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

(1) Treasurer shall notify Agency within three (3) working days of receipt of all funds received and deposited into the Agency 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) Agency shall be permitted electronic access through County's Tyler Munis 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 staffing may include:

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

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

**Mail:** Bob Minahen  
Napa County Treasurer-Tax Collector  
1195 Third Street, Room 108  
Napa, California 94559

**Email:** Bob.minahen@countyofnapa.org

## **ATTACHMENT A-4**

### **PROPERTY MAINTENANCE SUPPORT SERVICES**

#### **I. DESCRIPTION OF SERVICES**

The Napa County Department of Public Works, Division of Property Management, shall, on as-needed basis, and upon request of Agency, perform a variety of property maintenance tasks or small maintenance projects, as the division is able and available. Such work shall be requested by Agency through the Property Management Work Order program or through direct request to the Facilities Superintendent. County shall provide a cost estimate for each Agency request and shall receive written authorization from Agency to proceed prior to undertaking any work.

#### **II. REIMBURSEMENT FOR COSTS**

To reimburse County for the costs incurred by the Division of Property Management when completing work for Agency, County shall charge actual costs for any supplies and materials purchased and shall charge the fully burdened hourly rates for staff performing the work according to the time they spend on the work being performed.

## ATTACHMENT A-5

### PROVISION OF PERSONNEL SERVICES TO Agency 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 Agency within the financial, personnel and policy guidelines established by the Agency Board of Directors, so long as such guidelines are not in conflict with County personnel policies, rules and regulations. The Chief Human Resources Officer shall act to oversee and carry out the following services upon direction by the Agency Board of Directors:

- ***Recruitment and selection:*** shall include consultation regarding hiring procedures, advertising (costs of certain advertisements will be the responsibility of Agency), screening of applications, and development of a hiring list.
- ***Personnel transactions(PA):*** shall include implementation of PAs (hires, releases, promotions, salary increases, etc.), benefit sign-ups and coordination (health, wellness program, dental, etc.); as authorized and directed by the Agency Board of Directors, HR shall implement salary surveys and adjustments, job allocations, reclassifications, performance review processes, and changes (including increases) in personnel staffing appointed to serve Agency, so long as such implementation is consistent with and not in conflict with County policies and regulations. County agrees that the Agency Board of Directors, as the appointing authority of the Agency Executive Director, shall have the responsibility for evaluating the performance and setting compensation for the Agency Executive Director.
- ***Labor Relations:*** shall include implementing salaries and other terms and conditions of compensation and performance established for Agency staff by the Agency Board of Directors, 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 and required trainings for employees and supervisors when attended at Agency direction by Agency employees or by County employees whose primary responsibilities involve providing services to Agency.
- ***Staffing:*** HR shall provide staffing as requested by Agency and agreed to by County, including staff as described in Section 1.2 of the Agreement.



2. **HR CONTACT:**

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

Email: [Christine.briceno@countyofnapa.org](mailto:Christine.briceno@countyofnapa.org)

## **ATTACHMENT B**

### **Direct Staff Services:**

All County staff services provided to Agency shall be charged at the current fully loaded hourly rate for each position and shall be billed to Agency.

### **Indirect Services:**

In addition to staff time, Agency shall reimburse County for the following services:

- Materials Provided (e.g., telecommunication, postage) – charged at cost
- Document shredding – charged at cost
- Recruitment Advertising – charged at cost
- Training services - shall be prorated by the ratio of the attendees who are Agency employees or County employees primarily providing Agency services to the total number of attendees during each training hour for which reimbursement is sought.
- County Auditor Voucher Rates – charged at current rates charged to other public entities
- County Auditor Payroll Warrants – charged at current rates charged to other public entities
- ITS Annual Service – charged at current allocation rate charged to County departments which is based on number of employees and equipment. The Annual Fee shall be payable in arrears on or before the first of the month preceding the quarter of service, with the payable monthly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.











# 25-C45 County of Napa Support Services Agreement

Final Audit Report

2025-09-23

Created:	2025-09-23
By:	Renel Coombs (rcoombs@nvta.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMXL9FnXh659W9ayA37GY5lj-XN-ellkpl

## "25-C45 County of Napa Support Services Agreement" History

-  Document created by Renel Coombs (rcoombs@nvta.ca.gov)  
2025-09-23 - 3:44:50 PM GMT
-  Document emailed to Osman Mufti (omufti@sloansakai.com) for signature  
2025-09-23 - 3:44:56 PM GMT
-  Email viewed by Osman Mufti (omufti@sloansakai.com)  
2025-09-23 - 6:21:26 PM GMT
-  Document e-signed by Osman Mufti (omufti@sloansakai.com)  
Signature Date: 2025-09-23 - 6:23:18 PM GMT - Time Source: server
-  Document emailed to Laura Sanderlin (lsanderlin@nvta.ca.gov) for signature  
2025-09-23 - 6:23:20 PM GMT
-  Email viewed by Laura Sanderlin (lsanderlin@nvta.ca.gov)  
2025-09-23 - 6:24:23 PM GMT
-  Document e-signed by Laura Sanderlin (lsanderlin@nvta.ca.gov)  
Signature Date: 2025-09-23 - 6:24:54 PM GMT - Time Source: server
-  Document emailed to Danielle Schmitz (dschmitz@nvta.ca.gov) for signature  
2025-09-23 - 6:24:55 PM GMT
-  Email viewed by Danielle Schmitz (dschmitz@nvta.ca.gov)  
2025-09-23 - 9:56:16 PM GMT
-  Document e-signed by Danielle Schmitz (dschmitz@nvta.ca.gov)  
Signature Date: 2025-09-23 - 9:56:39 PM GMT - Time Source: server

✔ Agreement completed.  
2025-09-23 - 9:56:39 PM GMT