

NAPA COUNTY AGREEMENT NO. 260346B

NAPA SANITATION DISTRICT AGREEMENT NO. 26-029

SUPPORT SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 14th day of April, 2026 (“Effective Date”), by and between NAPA COUNTY (hereinafter “County”), a political subdivision of the State of California, and NAPA SANITATION DISTRICT (hereinafter “District”), an independent special district.

RECITALS

WHEREAS, District 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, District has need of specified 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 District have entered into agreements for the provision of support services since 2007 and now desire to terminate the existing agreement (County Agreement No. 6898) and enter into a new 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

County shall provide telecommunications, mail and information technology services, as described in Attachment A, to District subject to District abiding by County policies and procedures governing such services.

ARTICLE II – DURATION OF AGREEMENT

2.1 **Term.** This Agreement shall commence on the Effective Date and shall expire on June 30, 2031. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the District’s General Manager 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.** District shall pay County as follows:

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, District 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 District-Requested Services.** District shall reimburse County for the actual costs (including time and materials, labor, and any incidental travel or transportation expenses) incurred by County in:

1. Implementing any new or additional services requested by District, and/or
2. Terminating, removing, or disengaging any existing services upon expiration or earlier termination of this Agreement.

Any such additions or removals shall be performed only if approved in writing by both the County Chief Executive Officer and the District General Manager, including written approval of the applicable reimbursement rates prior to commencement of work.

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 District of an itemized billing invoice in a form acceptable to the General Manager of District and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any District-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the General Manager of District 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 General Manager of District 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 General Manager of District shall direct reimbursement be made by journal entry from the District 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 District; and (g) Master Crime.

ARTICLE V – INDEMNIFICATION

County and District 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; Statements of Economic 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. County hereby covenants that it presently has no interest, not disclosed to District and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as District may consent to in writing. The parties agree that employees assigned by County to provide services under this Agreement shall be deemed to be providing technical services so limited in scope as to not be required to file Statements of Economic Interest if such employees would not be required as “designated employees” under County’s Conflict of Interest Code to file such statement if performing such services for County rather than Agency.

ARTICLE VII – GENERAL PROVISIONS

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

District

County

Mail: NapaSan General Manager
1515 Soscol Ferry Road
Napa, CA 94558

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

E-Mail: napasan_admin@napasan.com

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

7.6 **Authority to Contract.** District 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 District, through its Chair or, where permitted by law and District policy, through its General Manager, 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.

7.13 **Agreement Execution.** The parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. The parties also agree that this Agreement may be executed in counterparts, and all such counterparts shall together constitute one and the same Agreement.

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

"District":

By 
Chair of the Board of Directors

ATTEST: Donell Mannor,
Clerk of the Board of Directors

APPROVED AS TO FORM:
District Legal Counsel

By Donell Mann

By 

"County":

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

By _____
AMBER MANFREE, 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 Ryan Fitzgerald

Deputy Clerk of the Board

Project ID: 13115334

ATTACHMENT A

PROVISION OF TELECOMMUNICATIONS, MAIL, INFORMATION TECHNOLOGY SERVICES TO DISTRICT BY THE NAPA COUNTY EXECUTIVE OFFICER

1. Telecommunications Services

Napa County Information Technology Services shall provide District with maintenance, and repair services for ITS-supported telephony systems, including voice mail. ITS shall also maintain accurate service records and inventories for all ITS-supported telephony equipment and components. ITS's responsibilities under this Agreement are limited to telephony services and equipment supported by ITS and do not extend to non-ITS-supported systems or third-party services.

2. Information Technology Services

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

Napa County ITS shall provide an information technology support package. This includes Napa County's network infrastructure, end-user devices, technical support and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost-effective technology infrastructure. All service requests for existing products and services shall be managed through the ITS ticketing system. Purchases of products or licenses for applications not noted in this Exhibit shall be made by District by separate agreement with County or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

District is responsible for following Federal, State and Local laws, regulations, ordinances and policies.

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 result in impacts to County's services, including additional costs, slower access to users of the County system, or impacts of similar magnitude. District is responsible for any cost associated with connection from District to County infrastructure (LAN/WAN).

Network & Server Administration and Monitoring: County shall provide 24/7 automated monitoring of County network infrastructure and County-hosted servers and an on-call emergency technician to respond to critical service outages.

File Services: County shall provide managed file server storage (e.g., District “H:” drives and shared directories) hosted at County data center(s). Services include:

- Allocation and ongoing management of storage space
- Daily backups of all supported data and systems
- Data recovery and restoration services for any data stored in County-managed file services Backups will be retained in accordance with County’s standard retention policy. ITS shall notify the District of any changes in such policy in sufficient time for the District to consider changing its policy to conform to the County policy.

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 and Collaboration Services: County shall provide fully hosted Microsoft (or successor) email services, including:

- Individual mailboxes with County-standard storage quotas
- Access to the global County address book and directory services
- Spam filtering, malware protection, and email archiving in compliance with County policy

End-User Equipment: a. County shall provide and maintain standard desktop computers, laptops, docking stations, and monitors for District’s currently authorized positions as of the Effective Date of this Agreement. Additional positions may be added pursuant to the procedures outlined in Section 3.1(b) of the Agreement. b. Equipment will be refreshed on a 4–5-year lifecycle in accordance with County’s standard replacement schedule. c. Routine maintenance, repair, and replacement of failed County-provided equipment (including monitors) is included in the annual cost allocation. d. Equipment for new positions, early refreshes, non-standard configurations, upgrades requested by District, or replacement of lost/damaged equipment due to negligence shall be billed separately to District. e. Requests for additional, larger, or specialty monitors shall be at District’s sole expense. f. Printers, multifunction devices, scanners, and other peripherals are excluded from County-provided equipment. g. District is responsible for procurement, maintenance, and replacement of all printing devices. Quotes may be obtained through Napa County ITS upon District request. County must approve all equipment.

Cybersecurity: County’s cybersecurity services will be used to protect and recover District 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. Non-business sites and activity, including access to sites that may possibly contain improper content, be 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.

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.

Technical Support: Provide technical support from 8:00 a.m. – 5:00 p.m., Monday - Friday, excluding County holidays. Provide after-hours technical support for critical issues. Provide on-line ticketing systems to submit and track incidents and requests.

Training Center: Allow use of dedicated 20 seat facility for training and presentations. Facility includes 20 workstations for students and one workstation for instructor. District can schedule and use the facility for any type of training/meetings/etc. Training courses and associated costs are not included in this agreement.

Intranet Site Hosting: Hosting Services for Napa 'ITS Intranet, Chardonnay and SharePoint.

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

Enterprise Systems and Data: During the term of this Agreement and for a reasonable period following its expiration or termination, each party shall retain reasonable access to its respective physical and digital property necessary to exercise its rights and obligations under this Agreement.

- **Physical Property:** Includes any equipment, devices, or materials located on the premises.
- **Digital Property:** Includes all software, applications, data, accounts, and network configurations controlled by the party.

Application and Server Hosting Services: County shall host District-approved applications and services at County data center(s). Hosting services include:

- Physical and virtual server provisioning and management
- Hardware maintenance and lifecycle management
- Operating system installation, patching, and security updates
- Endpoint protection and malware defense
- 24/7 infrastructure monitoring and alerting
- Backup and disaster recovery

- Coordination with third-party vendors for supported applications
- Uninterruptible power supply (UPS) and generator-backed power
- Environmental controls and physical security

Geographical Information Systems (GIS): Access to the enterprise spatial data warehouse and web applications. Data hosting, management and distribution.

Pre-approval of Technology Purchases: All District technology intended to be dependent on or installed within County technology infrastructure and/or supported by County must be reviewed and pre-approved by County prior to District purchase.

General Provisions Applicable to All Services: a. All services are provided on an “as-is” basis consistent with County standards in effect at the time of delivery. b. District-specific customizations, non-standard software, or configurations outside County’s approved baseline are excluded unless separately agreed in writing and fully funded by District. c. District is responsible for licensing and support costs of any District-unique software unless otherwise agreed.

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 are residing on or connected to the County network infrastructure. Any District 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 District 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 District 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 District.

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

District will not deploy non-County approved and/or non-County standard technology, software, database, peripheral devices, mobile devices, 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 District or District 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 District device, software, or device/software configurations that are 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 assets including non-County PC's and printers nor allow non-County assets to be physically connected to County infrastructure. ITS may supply District 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.

District must provide their own dedicated provider line (or other types of connection) outside of County network traffic for any bandwidth intensive processes of applications such as video conferencing.

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

District 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 District outside of this agreement.

District is responsible for the remediation of all applicable web content and applications subject to Title II of the Americans with Disabilities Act.

District is responsible for compliance with DOTGOV Online Trust in Government Act of 2020 and CA Assembly Bill 1637.

Security and Acceptable Use Obligations

1. Compliance with Security Policies

District 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 standards security measures, such as password protection, encryption, and multi-factor authentication where applicable.

2. Acceptable Use of Technology Assets

District 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 applicable County policies, which may be updated from time to time.

- a. District 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, District 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

District 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 District 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.

3. SUPPLIES AND EQUIPMENT TO BE DIRECTLY PURCHASED

There shall be no separate reimbursement for supplies and equipment provided under this Attachment because District 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).

4. NCEO/DIVISION CONTACT:

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

Email: ceoadmin@countyofnapa.org

ATTACHMENT B

Direct Staff Services:

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

- ITS Services – Application development, technology evaluation, RFP review, implementation, and project management - To be billed in arrears on or before the first of the month preceding the quarter of service. ITS and District shall create a mutually approved Scope of Work prior to ITS performing any significant work. Significant work is defined as one or more tasks requiring a total of 8 hours or more of work by ITS staff.

Indirect Services:

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

- Materials Provided (e.g., telecommunication, postage)- charged at cost
- Training services - shall be prorated by the ratio of the attendees who are District employees or County employees primarily providing District services to the total number of attendees during each training hour for which reimbursement is sought.
- 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 serve, with the payable monthly rate being $\frac{1}{4}$ of the annual rate in effect on the first date of the quarter of service.