

**NAPA COUNTY AGREEMENT NO. 260345B**  
**NAPA COUNTY OFFICE OF EDUCATION NO. \_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into in Napa County, California, this \_\_\_\_ day of \_\_\_\_\_, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and NAPA COUNTY OFFICE OF EDUCATION (hereinafter “NCOE”), a local public agency formed pursuant to Education Code section 1000 et seq.

**RECITALS**

- A. NCOE is authorized to contract with any public agency for necessary personnel, facilities, and equipment to carry out and affect its functions and responsibilities.
- B. NCOE has need of specific Fleet services for its independent operations which County is willing and able to provide under the terms and conditions set forth hereinbelow.

For good and valuable consideration, the sufficiency of which is acknowledged, County and NCOE agree as follows:

**AGREEMENT**

**ARTICLE I – SCOPE OF SERVICES**

**1. Scope of Services.** County, through its Department of Public Works, Fleet/Equipment Pool Division, shall provide NCOE the following fleet services, subject to NCOE abiding by County policies and procedures governing such services:

On an as-needed basis and upon written request of NCOE, the Napa County Department of Public Works, Division of Fleet/Equipment Pool Services, shall perform a variety of vehicle maintenance and minor repair tasks as the division is able and available. Such work shall be requested by NCOE through direct request to the Fleet Manager. County shall provide a cost estimate for each request and shall receive written authorization from NCOE to proceed prior to undertaking any work. Email is an acceptable form of written authorization.

**ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 5 year(s) after the Effective Date unless terminated earlier in accordance with this Article. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by NCOE’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.** NCOE shall pay County, as follows:

**3.1.1 Rates.** In consideration of County's fulfillment of the promised services and personnel, NCOE shall reimburse County for the actual costs (including the costs of labor, equipment, and incidental travel/transportation) incurred by County and a 10% markup for supply, part, and material costs incurred by County in providing these services. County shall charge the fully burdened hourly rates for staff performing the work according to the time they spend on the work being performed.

**3.1.2 Maximum Amount.** Notwithstanding paragraph 3.1.1, the maximum payments under this Agreement shall not exceed a total of FIVE THOUSAND DOLLARS (\$5,000.00) per fiscal year OR per contract year]; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**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 NCOE of an itemized billing invoice in a form acceptable to the Executive Director of NCOE and to the Napa County Auditor which indicates, at a minimum, an itemization of the services and supplies provided and the costs of any NCOE requested travel in a manner provided in Section 3.1 above. If the Executive Director of NCOE 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 monthly to the Executive Director of NCOE 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 NCOE shall direct reimbursement be made by journal entry from the NCOE operations fund to the account designated by the submitting County department or division within ten (10) working days.

### 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 NCOE; and (g) Master Crime.

**ARTICLE V – INDEMNIFICATION**

To the fullest extent permitted by law, County and NCOE shall each defend, indemnify and hold harmless each other as well as 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 Reserved.**

**ARTICLE VII – GENERAL PROVISIONS**

**7.1 Access to Records/Retention.** NCOE 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 NCOE makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with NCOE in providing all necessary data in a timely and responsive manner to comply with all NCOE 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, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**NCOE**

**County**

Napa County Office of Education  
2121 Imola Ave

Napa County Public Works Department  
Attn: Fleet Division

Napa, CA 94559

1195 Third Street, Suite 310  
Napa, CA 94559

**7.3 Independent Contractors.** County shall perform this Agreement as an independent contractor. County and its officers, agents and employees are not, and shall not be deemed, NCOE 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. NCOE shall not deduct or withhold any amounts whatsoever from the reimbursement paid to the 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 NCOE, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that NCOE may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement. NCOE may not assign its right hereunder, either in whole or in part, without prior written consent of the County.

**7.6 Authority to Contract.** NCOE 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 NCOE, through its Chair or, where permitted by law and NCOE policy, through its Superintendent, 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 is executed by County, acting by and through the Chair of the Board of Supervisors, and by NCOE through its duly authorized officer(s).

NAPA COUNTY OFFICE OF EDUCATION

By DocuSigned by:  
Kelly Bucy 4/2/2026  
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KELLY BUCY, CBO and Associate Superintendent

NAPA COUNTY, a political subdivision of the State of California

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

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: <u>March 20, 2026</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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