



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

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

Agenda Item 7b (Action)

TO: Local Agency Formation Commission

FROM: Brendon Freeman, Executive Officer *BF*
Gary Bell, Commission Counsel *GB*

MEETING DATE: August 4, 2025

SUBJECT: Proposed Amended and Restated Support Services Agreement with Napa County

RECOMMENDATION

It is recommended the Commission approve the proposed amended and restated Support Services Agreement (SSA) with Napa County, included as Attachment 1, or provide further direction to staff regarding the agreement.

BACKGROUND AND SUMMARY

The Commission's existing SSA with Napa County dates back more than two decades and has not been substantially updated.

On June 3, 2024, the Commission held a public workshop related to issues with the SSA and possible next steps. The Commission directed Commission Counsel to consult with County Counsel to better understand the terms and parameters of the SSA and to initiate discussions of possible amendments to the SSA. The intent is to amend and restate the SSA to update terms and include provisions both parties find acceptable.

With input from Commission staff, Commission Counsel and County Counsel collaboratively developed the proposed amended and restated SSA, included as Attachment 1. This version is nearly identical to the existing SSA in terms of LAFCO's contractual relationship with the County. However, some key terms have been updated to reflect LAFCO's current needs and circumstances, primarily related to staffing flexibility.

ATTACHMENT

- 1) Proposed Amended and Restated SSA

Beth Painter, Vice Chair
Councilmember, City of Napa

Paul Dohring, Commissioner
Councilmember, City of St. Helena

David Oro, Alternate Commissioner
Councilmember, City of American Canyon

Anne Cottrell, Commissioner
County of Napa Supervisor, 3rd District

Belia Ramos, Commissioner
County of Napa Supervisor, 5th District

Joelle Gallagher, Alternate Commissioner
County of Napa Supervisor, 1st District

Kenneth Leary, Chair
Representative of the General Public

Eve Kahn, Alternate Commissioner
Representative of the General Public

Brendon Freeman
Executive Officer

NAPA COUNTY AGREEMENT NO. _____

LAFCO OF NAPA COUNTY AGREEMENT NO. _____

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

THIS AGREEMENT is entered into as of this ___ day of _____, 2025, by and between NAPA COUNTY (hereinafter “County”), a political subdivision of the State of California, and the LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY (hereinafter “LAFCO”), a local public agency formed pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Government Code Section 56000 et. seq.).

RECITALS

WHEREAS, pursuant to Government Code Section 56380 of the Cortese-Knox-Hertzberg Local Government Reorganization Act (enacted effective January 1, 2001 and hereinafter referred to as “Act”), LAFCO must make its own provisions for independent staffing and operations, and 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, LAFCO 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, the County and LAFCO have entered into agreements for the provision of support services since fiscal year 2001-2002 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 LAFCO abiding by County policies and procedures governing such services:

1.1 **Executive Officer.** County shall designate and make available to LAFCO the services of an at-will employee of County for appointment by LAFCO as its LAFCO Executive Officer (hereinafter “Executive Officer”). The Executive Officer shall perform the duties as specified in the Act and other applicable laws and such other duties as specified by LAFCO. County agrees that the LAFCO Commission, as the appointing authority of the LAFCO Executive Officer, shall have the responsibility for evaluating the performance and setting compensation for the Executive Officer, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The County shall hire and employ staff for LAFCO within the same employment practices as other County employees. The duties to be provided by the Executive Officer are included in the attached job classification specification. See Attachment A-1.

1.2 **Support Staff.** County shall provide (a) one full-time clerical staff, (b) one full-time employee to assist the Executive Officer in carrying out the day-to-day operations of LAFCO (within a classification used from Attachment A-1), and (c) such other staff as the LAFCO Commission deems necessary, appropriates funds for, and directs County to provide , as set forth in Section 1.3 below. If the Executive Officer determines additional clerical or other staff support is desired or needed beyond that in (a) and (b) above, the Executive Officer shall submit a written request to the County for the additional staff and the County shall consider, study, recommend and respond to the Executive Officer in writing within 20 business day of the request in a manner consistent with County personnel policies, rules and regulations. . The LAFCO Commission shall reimburse the County pursuant to Section 3.2 for any additional staff support provided. The duties of support staff are included in the attached job classification. See Attachment A-1.

1.3 **Additional Services.** County, through its departments and divisions, shall further provide LAFCO the following services:

Oversight and Insurance Services as described in Attachment A-2;

Auditor Controller Services as described in Attachment A-3;

Telecommunications, Mail and Information Technology Services as described in Attachment A-4;

Personnel Services as described in Attachment A-5;

Treasurer-Tax Collector services as described in Attachment A-6.

1.4 **Office Space.** LAFCO has made direct arrangements with third parties to secure and maintain office space and such services are therefore not included within this Agreement. In the event County has office space available in the future and is willing to offer it to LAFCO, the County Executive Officer shall notify the LAFCO Executive Officer of the opportunity. Should LAFCO and County agree to include office space, the parties shall amend this Agreement to reflect the negotiated terms for office space.

ARTICLE II – DURATION OF AGREEMENT

2.1 **Term.** This Agreement shall be effective on the date entered at the top of page 1 of this Agreement (Effective Date) and shall expire on June 30, 2029. The term of this Agreement may be extended for one additional 5-year extension in a writing signed by the Executive Officer and the County Chief Executive Officer, provided that no other terms or conditions are being amended.

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

ARTICLE III - COMPENSATION

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

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

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

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

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

(e) **Insurance Coverage:** LAFCO shall reimburse County for the insurance coverage required under Article IV below at the rates established by County each fiscal year.

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

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 LAFCO of an itemized billing invoice in a form acceptable to the Executive Officer of LAFCO and to the Napa County Auditor which indicates, at a minimum, an itemization of the services provided, the costs of any LAFCO-requested travel, and any documentation relating to adjustments in maximum compensation authorized in the manner provided in Section 3.1 above. If the Executive Officer of LAFCO requires further information regarding the invoice, County shall make a good faith effort to provide such information, including documentation that the Executive Officer requests to justify the invoice charges. County shall submit such invoices quarterly to the Executive Officer of LAFCO who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. If the invoice is approved, the Executive Officer of LAFCO shall direct reimbursement be made by journal entry from the LAFCO Operations Fund to the account designated by the submitting County department or division as of the first day of the County fiscal year quarter immediately succeeding the quarter in which the services were rendered. Notwithstanding the foregoing, the final quarterly invoices for the fourth quarter reimbursement shall be submitted no later than the first working day following the close of the County fiscal year (June 30) and, if approved, shall be paid on or before July 15 of the next County fiscal year.

3.3 Appropriations. LAFCO shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by LAFCO prior to County approval by the Board of Supervisors of a contingency transfer. Any County appropriations in excess of LAFCO's budget for the current fiscal year shall be charged as an expense in LAFCO's current fiscal budget and shall be reimbursed to County in the following fiscal year.

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

withholding or payment of taxes, County agrees to furnish LAFCO with proof of the withholding or payment action by County.

ARTICLE IV – INSURANCE

In order to protect LAFCO and the County against claims and liability for injury, loss, damage or death as a result of LAFCO's operations, LAFCO shall maintain insurance coverage consistent with the County's program of self-insurance and purchased insurance as follows: (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 LAFCO; and (g) Master Crime. LAFCO shall satisfy its insurance obligation as a paying participant in the County's program of self-insurance and purchased insurance. LAFCO shall comply with all applicable requirements, rules and policies of the County Risk Manager in relation to the provision of insurance, the handling of claims, the charging of premiums, and other administrative responsibilities and functions in the same manner as such rules and policies apply to County agencies and departments. Annually, the County will endeavor to notify LAFCO of any significant change to its insurance coverage.

ARTICLE V – INDEMNIFICATION

County and LAFCO shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, LAFCO shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Officer of LAFCO when such act or omission is the pursuant to specific direction by LAFCO.

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 Officer of LAFCO and all other LAFCO staff shall not perform any

work under this Agreement that might reasonably be considered detrimental to LAFCO's interests. LAFCO staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to LAFCO and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as LAFCO may consent to in writing.

ARTICLE VII – GENERAL PROVISIONS

7.1 Access to Records/Retention. LAFCO shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after LAFCO makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with LAFCO in providing all necessary data in a timely and responsive manner to comply with all LAFCO reporting requirements.

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.

LAFCO

Mail: LAFCO Executive Officer
1754 Second Street, Suite C
Napa, CA 94559

E-Mail: bfreeman@napa.lafco.ca.gov

County

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

ryan.alsop@countyofnapa.org

7.3 Independent Contractor. County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Officer of LAFCO shall operate as an officer of LAFCO, County and its officers, agents and employees are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and expense, the

method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that LAFCO may monitor the work performed, and LAFCO rather than County shall be responsible for directing the actions of the Executive Officer of LAFCO when such person is acting on behalf of LAFCO. LAFCO shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

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 Confidentiality. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party's Executive Officer. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

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

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

7.8 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.

7.9 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.

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

7.11 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.

7.12 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.

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

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

"LAFCO":

LOCAL AGENCY FORMATION COMMISSION OF NAPA COUNTY

By _____
LAFCO Chair

ATTEST: _____,
LAFCO Executive Officer

APPROVED AS TO FORM:
LAFCO Legal Counsel

By _____

By _____

"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: SHERYL
BRATTON, Napa County Counsel
By _____

Processed by:

Deputy Clerk of the Board

**ATTACHMENT A-1
Job Class Specifications**

[Attach LAFCO Executive Officer Class Specification]

[Attach LAFCO Assistant Executive Officer Class Specification]

[Attach LAFCO Staff Analyst I Class Specification]

[Attach LAFCO Staff Analyst II Class Specification]

[Attach LAFCO Clerk Class Specification]/Junior Staff Analyst]

ATTACHMENT A-2

PROVISION OF MANAGEMENT ASSISTANCE SERVICES TO LAFCO BY THE NAPA COUNTY EXECUTIVE OFFICER

1. SCOPE OF SERVICES

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

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

(b) **Insurance:** NCEO shall obtain for LAFCO, its Commissioners, staff and operations the same type and level of insurance coverage provided by County for its own boards, commissions, staff and operations, and shall provide claims/litigation administration. General liability coverage shall be provided for LAFCO and its employees under County's currently existing self insurance and liability insurance program with LAFCO allocated and obligated to reimburse County for the portion of the total net premium as determined by County for the then current Fiscal Year. Workers' compensation coverage shall be obtained through County's carrier and program, with the cost thereof payable each pay period at the then-current rate charged by the County.

2. STAFFING

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

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

3. NCEO CONTACT:

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

Email: Rebecca.craig@countyofnapa.org

ATTACHMENT A-3

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

1. SCOPE OF SERVICE

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

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

2. LEVEL AND MANNER OF SERVICE

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

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

(b) All expenditures made from this Fund will be in accordance with the legally adopted budget as approved by the LAFCO Commission.

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

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

**ATTACHMENT A-4
PROVISION OF TELECOMMUNICATIONS, MAIL,
INFORMATION TECHNOLOGY SERVICES AND
RECORD MANAGEMENT SERVICES TO LAFCO BY
THE NAPA COUNTY EXECUTIVE OFFICER**

1. TELECOMMUNICATION SERVICES

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

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

2. MAIL SERVICES

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

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

3. RECORDS MANAGEMENT SERVICES FOR LAFCO RECORDS

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

4. INFORMATION TECHNOLOGY SERVICES

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

Napa County ITS shall provide a total information technology support package. This includes technical support, development, technology evaluation, RFPs, project management and consulting services on an as needed basis during the term of this Agreement in order to provide a reliable, cost effective as well as innovative technology infrastructure. All service requests for existing products and services shall be managed through 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 LAFCO by separate agreement with COUNTY or third parties unless this Agreement is expressly amended to add such items to this Scope of Services.

Included Services:

Countywide network connectivity: 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. LAFCO is responsible for any cost associated with connection from LAFCO to COUNTY infrastructure (LAN/WAN).

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

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

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 LAFCO 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 PeopleSoft Financial and HRMS (Human Resource Management Systems), including time and labor, project costing, purchasing, etc.

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

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

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

Internet Site Hosting and Development: Hosting Services for Napa ‘ITS developed’ Internet and Intranet Web Sites. Access to Chardonnay for enterprise intranet, SharePoint “My Site” for personalized information. Full backup and recovery services, security, virus/phishing, and firewall services of Hosted Web Sites. WEB monitoring, filtering, reporting and statistics.

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 LAFCO 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 LAFCO technology systems intended to be installed within COUNTY technology assets and/or supported by COUNTY must be reviewed and pre-approved by COUNTY prior to LAFCO purchase.

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

Third-party hosted applications purchased by LAFCO 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 LAFCO.

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

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

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

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

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

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

LAFCO must provide their own DSL (or other type connection) outside of COUNTY network

traffic for any bandwidth intensive processes or applications such as video conferencing.

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

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

Security and Acceptable Use Obligations

1. Compliance with Security Policies

LAFCO 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

LAFCO 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. LAFCO 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, LAFCO 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

LAFCO 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 LAFCO 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 LAFCO shall be responsible for directly purchasing any systems and

equipment to be installed by the foregoing departments and divisions (other than fixtures which shall remain owned by County).

6. NCEO/DIVISION CONTACT:

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

Email: ryan.alsop@countyofnapa.org

ATTACHMENT A-5

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

1. SCOPE OF SERVICES

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

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

ATTACHMENT A-6

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

1. SERVICES TO BE PROVIDED

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

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

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

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

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

2. STAFFING TO BE PROVIDED

Treasurer staffing may include:

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

3. TREASURER CONTACT:

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

Email: Bob.minahen@countyofnapa.org

ATTACHMENT B

Direct Staff Services:

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

Indirect Services:

In addition to staff time, LAFCO 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 LAFCO employees or County employees primarily providing LAFCO 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

a. Payment.

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.