

**AMENDMENT NO. 10 OF  
NAPA COUNTY AGREEMENT NO. 6898  
NAPA SANITATION AGREEMENT CONTRACT NO. 07-083**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 10 of NAPA COUNTY AGREEMENT NO 6898** is made and entered into as of this 1st day of July, 2017, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and NAPA SANITATION DISTRICT, an independent special district, whose mailing address is 1515 Soscol Ferry Road, Napa, CA 94558, hereinafter referred to as “AGENCY”;

**RECITALS**

**WHEREAS**, AGENCY wishes to obtain information technology services; and

**WHEREAS**, COUNTY and AGENCY entered into an agreement on or around July 1, 2007 – Napa County Agreement No. 6898 and Napa Sanitation District Contract No. 07-083 – for COUNTY to provide AGENCY these services which has subsequently been amended on nine occasions; and

**WHEREAS**, the parties now desire to amend the Master Agreement (“MA”) to modify the annual rate of compensation with Fiscal Year 2017-2018 to reflect changes in the cost to be incurred by COUNTY in providing these services to AGENCY; and

**TERMS**

**NOW, THEREFORE**, AGENCY and COUNTY agree to amend the MA as follows:

1. Exhibit “B” is hereby rescinded and replaced by Exhibit “B” (July 1, 2017), attached hereto and incorporated by reference as set forth herein;
2. This AMENDMENT NO. 10 of the MA shall be effective as of July 1, 2017.
2. Except as provided in (1) and (2), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

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**IN WITNESS WHEREOF**, this AMENDMENT NO. 10 of Napa County Agreement No. 6898 was executed by the parties hereto as of the date first above written.

**NAPA SANITATION DISTRICT**

By: \_\_\_\_\_  
JILL TECHEL, Chair of the District Board  
“AGENCY”

ATTEST:  
Cheryl Schuh, District Secretary

By: \_\_\_\_\_

APPROVED AS TO FORM:  
John Bakker, District Legal Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
BELIA RAMOS, Chair of the Board of  
Supervisors  
“COUNTY”

APPROVED AS TO FORM Office of County Counsel  By: <u>John L. Myers</u>  Date: <u>3/31/17</u>	ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors  By: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board
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## **EXHIBIT “B” (July 1, 2017)**

### **COMPENSATION**

1. **Background.** County allocates Internet Technology Service (ITS) costs to all of the County’s internal departments each year as part of its budgeting process. The County performs this task by breaking out all ITS costs into subdivisions, which align with the major services being provided: Administration, Land Use Application, Network Operations, Development, Help Desk, Enterprise Resource Planning, and Customer Management. County then allocates ITS costs throughout the County’s departments based on either the number of personal computers (“PCs”) or full-time equivalent employees (“FTE”). It is the intent and understanding of the parties that County shall calculate AGENCY Annual Fee by multiplying the total costs per PC or FTE County utilized for setting the County’s own departmental budgets by the number of AGENCY’s PCs or FTE.
2. **Annual Fee.**  
The Annual Fee for Fiscal Year 2017-2018 has been calculated and shall be \$290,987.00. The Annual Fee for Fiscal Year 2018-2019 and thereafter shall remain \$290,987.00 until this Agreement is amended.
3. **Payment.**  
The Annual Fee shall be payable in arrears on or before the first of the month succeeding the month of service, with the payable monthly rate being 1/12 of the annual rate in effect on the first date of the month of service.