

**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, 2018, 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 about July 1, 2007 – Napa County Agreement No. 6898 and Napa Sanitation District Contract No. 07-083 (hereinafter referred to as “MA”) – for COUNTY to provide AGENCY these services which has subsequently been amended on nine occasions; and

WHEREAS, the parties now desire to amend the MA to modify the annual rate of compensation for Fiscal Year 2018-2019 and future years to reflect changes in the cost to be incurred by COUNTY in providing these services to AGENCY.

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 Exhibit “B” is hereby rescinded and replaced by Exhibit “B” (July 1, 2018), attached hereto and incorporated by reference as set forth herein.
2. Section 3 of the MA is hereby amended to read in full as follows:
 - 3. Compensation.**
 - (a) Rates. In consideration of COUNTY’s provision of the services required under this Agreement, AGENCY shall pay COUNTY an annual fee per fiscal year as set forth in Exhibit “B”, attached hereto and incorporated by reference herein.
 - (b) Expenses. No expenses shall be separately reimbursed by AGENCY to COUNTY for services or product access provided under this Agreement. The Annual Fee shall be inclusive of all such costs.
3. This AMENDMENT NO. 10 of the MA shall be effective as of July 1, 2018.
4. Except as provided in (1) through (3), above, the terms and provisions of the MA shall remain in full force and effect as previously approved.

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: _____

NAPA COUNTY, a political subdivision of
the State of California

By _____
BRAD WAGENKNECHT, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>5/24/18</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By: _____</p>
---	--	--

EXHIBIT "B" (July 1, 2018)

COMPENSATION

1. Annual Fee. The Parties acknowledge that compensation of COUNTY under this Agreement is calculated utilizing the ITS Cost Allocation Method for COUNTY's own departments and agencies, which was approved by the Napa County Board of Supervisors on June 19, 2001, a copy of which is attached as Exhibit "C". On or before April 1 of each year during which the MA is in effect, COUNTY shall provide to AGENCY an invoice setting forth the Annual Fee for the following fiscal year. COUNTY allocates Internet Technology Service (ITS) costs to all of COUNTY's internal departments each year as part of its budgeting process. 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. Payment.
The Annual Fee as specified on the invoice provided to AGENCY by COUNTY shall be payable on or before the first of the month preceding the quarter of service, with the payable quarterly rate being 1/4 of the annual rate in effect on the first date of the quarter of service.

3. Future Modifications.
Because the Parties agree that the Annual Fee each fiscal year shall be determined by the formula specified in Paragraph 1 of this Exhibit, the Parties agree and understand that the Annual Fee may fluctuate from fiscal year to fiscal year. This annual fluctuation of the Annual Fee shall not alter, amend, negate, or otherwise affect any other provision or term of the MA, amendments to the MA, or any of the exhibits attached to the MA. Any amendment or alteration to any other provision or term of the MA, its amendments, and/or its exhibits must be done pursuant to Section 17 of the MA.