

AMENDMENT NO. 1 TO AGREEMENT NO. C2021-110
Priority Dispatch System

City Budget Code: 10021400-53210

This Amendment No. 1 (“**Amendment**”) to City Agreement No. C2021-110, Priority Dispatch System (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”) and Medical Priority Consultants, Incorporated (“**Consultant**”), is effective on the date last signed by the City, which is identified on the signature page as “Effective Date”.

RECITALS

A. City and Consultant entered into the Agreement, effective June 7, 2021, for an amount not to exceed \$330,000 pursuant to which Consultant agreed to certain services described in the Agreement (“**Services**”), generally to include implementation, maintenance, and support of the Priority Dispatch System into FY 24/25.

B. The parties desire to amend the Agreement to increase the Compensation total not-to-exceed of the Agreement in order to acquire an additional year of maintenance, support and quality assurance call review from the Consultant for the Priority Dispatch System.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **PAYMENT.** City will compensate Consultant for satisfactory performance of services (Amendment No 1 Exhibit “A”) in an amount not to exceed \$37,000. The cumulative total compensation payable to the Consultant will not exceed \$367,000 without prior written authorization from the City (based on \$330,000 for the original Agreement and any prior amendments thereto, plus \$37,000 for this Amendment).

3. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. **SIGNATURES; ELECTRONIC SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

ATTACHMENT 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY OF NAPA:

(Signature)

Steve Potter, City Manager
(Type name and title)

CONSULTANT:
Priority Dispatch, Inc.

(Signature)

(Signature)

ATTEST:

(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Erika Leahy, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Christopher Diaz, Interim City Attorney
(Type name and title)

Budget Code: 10021400-53210

EXHIBIT "A"

SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE



Medical Priority Consultants, Inc.
 dba Priority Dispatch Corp
 110 S Regent St Ste 500, Salt Lake City, UT, 84111-1987, US
 Phone: (801) 363-9127 Fax: (801) 746-5879
 www.prioritydispatch.net
 accounting@prioritydispatch.net

INVOICE

| | |
|----------------|------------|
| Invoice Number | SIN286411 |
| Invoice Date | 07/05/2024 |
| Agency ID | 9990 |

Billing Address

City of Napa Central Dispatch
 PO Box 660
 Napa, CA 94559
 United States

Shipping Address

City of Napa Central Dispatch
 1539 1st Street
 Napa, CA 94559
 United States

| Customer Reference | Quote # | PO # | Invoice Currency | Due Date |
|--------------------|---------|------|------------------|------------|
| | | | USD | 08/04/2024 |

| Product Name | Quantity | Total |
|---|----------------------|--------------|
| Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support 7/1/2024 - 6/30/2025 | 9 | \$ 27,000.00 |
| | Net Total | \$ 27,000.00 |
| | Tax Total | \$ 40.52 |
| | Invoice Total | \$ 27,040.52 |

| Payment Detail |
|--|
| FEDERAL TAX ID# 87-0447422 |
| Check payments: Medical Priority Consultants, Inc. dba Priority Dispatch Corp. P.O. Box 30847 Salt Lake City, UT, 84130-0847 |
| Wire/ACH payments: Medical Priority Consultants, Inc. dba Priority Dispatch Corp. 110 South Regent Street, Suite 500 Salt Lake City, Utah 84111 Account Number: 002226546 Routing Number: 124000054 Swift Code: ZFNBUS55 Bank Name: Zions First National Bank |
| Credit Card payments: please visit https://payment.prioritydispatch.net • (a 3% fee will be added for all credit card charges over \$5K) |
| Remittance Email: linance@prioritydispatch.net Questions or Corrections: accounting@prioritydispatch.net |

QUOTE

Priority Dispatch Corp.

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Tim Martin
 Phone: (800) 363-9127
 Direct:
 Email: tim.martin@prioritydispatch.net

Agency: City of Napa Central Dispatch
 Agency ID#: 9990
 Quote #: Q-76571
 Date: 10/12/2024
 Offer Valid Through: 2/9/2025
 Payment Terms: Net 30
 Currency: USD

Bill To:
 City of Napa Central Dispatch
 PO Box 660
 Napa, California 94559
 United States

Ship To:
 City of Napa Central Dispatch
 1539 1st Street
 Napa, California 94559
 United States

| Product | Discipline | Qty | Amount |
|---|------------|-------|---------------|
| Q Plus Expert case review and reporting. Subscription auto-renews without written cancellation | Medical | 1,296 | USD 32,400.00 |
| Q Plus Year 1 TOTAL: | | | USD 32,400.00 |

| Product | Discipline | Qty | Amount |
|---|------------|-------|---------------|
| Q Plus Expert case review and reporting. Subscription auto-renews without written cancellation | Medical | 1,296 | USD 32,400.00 |
| Q Plus, Option To Renew, Years 2-5 TOTAL: | | | USD 32,400.00 |

| | |
|-----------------|---------------|
| Subtotal | USD 32,400.00 |
| Total | USD 32,400.00 |

| | | | |
|----------------------------|--|---------------------------|--|
| Customer Signature: | | Date: | |
| Customer Name: | | Purchase Order ID: | |
| Expiration Date: | | | |

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <http://prioritydispatch.net/licensing/>

"To lead the creation of meaningful change in public safety and health."