

**AMENDMENT NO. 3 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-298
AMERICAN CANYON FIRE PROTECTION DISTRICT AGREEMENT NO. 2013-04**

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This Amendment No. 3 to Agreement No. C2013-298 (hereinafter "Amendment") is dated this 27th day of October 2017, by and between the City of Napa, a municipal corporation (hereinafter "City"), and American Canyon Fire Protection District (hereinafter "American Canyon").

RECITALS

A. City and American Canyon entered into an Agreement entitled Cooperative Joint Powers Dispatching Services Agreement (hereinafter "Agreement") for dispatching services in the amount of \$35,774 in FY 2013/2014 and \$36,847 in FY 2014/2015; extended by Amendment No 1 in the amount of \$37,952 FY 2015/2016; and extended by Amendment No 2 in the amount of \$64,351 by which the City agreed to perform dispatch services. In addition, in FY 2014/2015 and 2015/2016 American Canyon contributed \$17,000 each year towards infrastructure improvements (emergency generator, FAA lighting, emergency uninterruptable power) of the Oat Hill radio site.

B. After negotiations between the parties, American Canyon has agreed to extend the agreement for one (1) year from July 1, 2017 through June 30, 2018.

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

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. AMENDMENT. Exhibit "B-3," "Rate for service per year," is amended by adding a new line under the column for "Fiscal Year" for FY 2017/2018 and a corresponding line under "Rate" in the amount of \$67,569 for the cost of Dispatch Services. Thus, the total compensation payable to the City in accordance with the Agreement as amended herein shall not exceed \$276,493 (\$35,774 in FY 2013/2014 and \$53,847 in FY 2014/2015 for the original Agreement; \$54,952 in FY 2015/2016 for Amendment No 1; \$64,351 in FY 2016/2017 for Amendment 2; and \$67,569 for this amendment.)

3. AMENDMENT. SECTION 5 of the Agreement, "TERM," is hereby deleted in its entirety, and replaced by a new Section 5, "TERM," to read as follows:

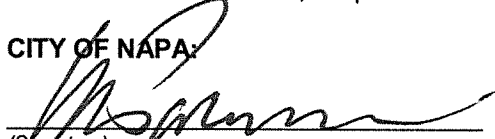
The term of this Agreement shall be from July 1, 2013 until June 30, 2018 unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, 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.

5. 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 the American Canyon and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY OF NAPA:


(Signature)

Mike Parness, City Manager
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:


(Signature)

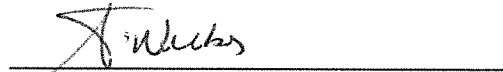
Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: 42151-34205

AMERICAN CANYON:

American Canyon Fire Protection District
(Print name of American Canyon/form of organization)*

By:


(Signature)

Glen E. Weeks, Fire Chief
(Print name and title)

By:


(Signature)

Leon Garcia, Chairman
(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

Exhibit "B-3"
Rate for Service Per Year

<u>Fiscal Year Rate</u>	<u>Rate</u>
FY 2013/2014	\$35,774
FY 2014/2015	\$53,847
FY 2015/2016	\$54,952
FY 2016/2017	\$64,351
FY 2017/2018	\$67,569

**AMENDMENT NO. 2 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-298
AMERICAN CANYON FIRE PROTECTION DISTRICT AGREEMENT NO. 2013-04**

This Amendment No. 2 to Agreement No. C2013-298 (hereinafter "Amendment") is dated this 30th day of May 2017, by and between the City of Napa, a municipal corporation (hereinafter "City"), and American Canyon Fire Protection District (hereinafter "American Canyon").

RECITALS

A. City and American Canyon entered into an Agreement entitled Cooperative Joint Powers Dispatching Services Agreement (hereinafter "Agreement") for dispatching services in the amount of \$35,774 in FY 2013/2014 and \$36,847 in FY 2014/2015, and extended by Amendment No 1 in the amount of \$37,952 FY 2015/2016 by which the City agreed to perform dispatch services. In addition, in FY 2014/2015 and 2015/2016 American Canyon contributed \$17,000 each year towards infrastructure improvements (emergency generator, FAA lighting, emergency uninterruptable power) of the Oat Hill radio site.

B. After negotiations between the parties, American Canyon has agreed to extend the agreement for one (1) year from July 1, 2016 through June 30, 2017.

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

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. AMENDMENT. Exhibit "B," "Rate for service per year," is amended by adding a new line under the column for "Fiscal Year" for FY 2016/2017 and a corresponding line under "Rate" in the amount of \$64,351 for the cost of Dispatch Services. Thus, the total compensation payable to the City in accordance with the Agreement as amended herein shall not exceed \$208,924 (\$35,774 in FY 2013/2014 and \$53,847 in FY 2014/2015 for the original Agreement; \$54,952 in FY 2015/2016 for Amendment No 1 and \$64,351 in FY 2016/2017 for this Amendment.)

3. AMENDMENT. SECTION 5 of the Agreement, "TERM," is hereby deleted in its entirety, and replaced by a new Section 5, "TERM," to read as follows:

The term of this Agreement shall be from July 1, 2013 until June 30, 2017 unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, 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.

5. 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 the American Canyon and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY OF NAPA:

Mike Parness for
(Signature)

Mike Parness, City Manager
(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

JONATHAN SHERIDAN, Deputy City Clerk

COUNTERSIGNED:

Desiree Brun
(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: 42151-34205

AMERICAN CANYON:

American Canyon Fire Protection District
(Print name of American Canyon/form of organization)*

Leon Garcia
(Type name and title)

By: Glen E. Weeks
(Signature)

Glen E. Weeks, Fire Chief
(Print name and title)

By: William D. Ross
(Signature)

William D. Ross, District Counsel
(Print name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.
Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

AMENDMENT NO. 1 TO AGREEMENT NO. C2013-298

This Amendment No. 1 to Agreement No. C2013-298 (hereinafter "Amendment") is dated this 2nd day of June, 2015, by and between the City of Napa, a municipal corporation (hereinafter "City"), and American Canyon Fire Protection District (hereinafter "American Canyon").

RECITALS

A. City and American Canyon entered into an Agreement entitled Cooperative Joint Powers Dispatching Services Agreement (hereinafter "Agreement") for dispatching services in the amount of \$35,774 in FY 2013/2014 and \$36,847 in FY 2014/2015, by which the City agreed to perform dispatch services.

B. After negotiations between the parties, American Canyon has agreed to extend the agreement for one (1) year from July 1, 2015 through June 30, 2016.

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

1. **INCORPORATION BY REFERENCE.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **AMENDMENT.** Exhibit "B," "Rate for service per year," is amended by adding a new line under the column for "Fiscal Year" for FY 2015/2016 and a corresponding line under "Rate" in the amount of \$37,952. Thus, the total compensation payable to the City in accordance with the Agreement as amended herein shall not exceed \$110,573 (\$35,774 in FY 2013/2014 and \$36,847 in FY 2014/2015 for the original Agreement plus \$37,952 in FY 2015/2016 for this Amendment).

3. **AMENDMENT.** SECTION 5 of the Agreement, "TERM," is hereby deleted in its entirety, and replaced by a new Section 5, "TERM," to read as follows:

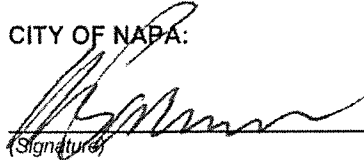
The term of this Agreement shall be from July 1, 2013 until June 30, 2016 unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

4. **ENTIRE AGREEMENT.** This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, 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.

5. **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 the American Canyon and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

CITY OF NAPA:


(Signature)

Mike Parness, City Manager
(Type name and title)

ATTEST:


(Signature)

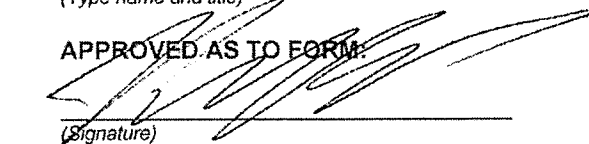
Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor
(Type name and title)

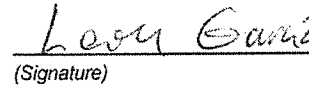
APPROVED AS TO FORM:


(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

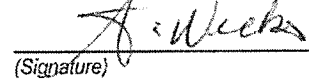
Budget Code: 42151-34205

AMERICAN CANYON:


(Signature)

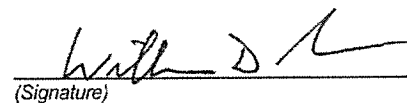
Leon Garcia, District Chair
(Type name and title)

By:


(Signature)

Glen E. Weeks, Fire Chief
(Print name and title)

By:


(Signature)

William D. Ross, District Counsel
(Type name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President and the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
 Between the American Canyon Fire Protection District and the City of Napa
 American Canyon Fire Protection District Contract Number 2013-04
 City of Napa Contract Number C2013 298

This Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the American Canyon Fire Protection District for the administration and operation of centralized emergency response dispatching services ("Agreement") is made and entered into under the joint exercise of powers provisions of the Government Code of the State of California, California Government Code Section 6500-6536, as of this 24th day of June 2013 by and between the City of Napa, a California charter city and municipal corporation ("City"), and the American Canyon Fire Protection District, a subsidiary special district of the City of American Canyon of the State of California ("American Canyon"). City and American Canyon are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500. City and American Canyon may be referred to collectively as "the parties."

RECITALS

- A. The City and have agreed that a centralized service for dispatching certain emergency vehicles and related services within the City and American Canyon will eliminate duplication of services and will achieve cost savings and operational efficiencies to the benefit of both parties and all residents within the City and American Canyon Fire Protection District.
- B. The City and American Canyon have previously executed a Dispatching Services Contract (American Canyon Contract Number 2011-04 and City Contract Number C2011-49, executed by the parties on or about March 15, 2011) concerning the operation of a centralized service for dispatching emergency vehicles and related services within American Canyon Fire Protection District.
- C. The Prior Agreement apportioned the annual costs of such centralized dispatching service between the parties, and the parties now desire to update the provisions for apportionment of costs, including maintenance and one time system capital improvements under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions identified herein, the parties hereby agree as follows:

1) **SCOPE OF WORK.**

a) The parties hereby terminate and supersede (by this Agreement) all previous provisions of the Prior Agreement; provided, however, that the obligations of either party under this Agreement paragraphs 12 and 15 shall continue in full force and effect in relation to acts or omissions occurring during the term of the Prior Agreement (prior to effective date of this Agreement).

b) The City shall provide the Participating Agencies (as identified on Exhibit "A," attached hereto and incorporated herein by reference) the services identified in this Agreement, with the goal of providing all services customarily necessary for the efficient operation of a 911/Emergency Call Receiving Center and Emergency Dispatch and Communications Center by a city or county. These services shall include the receipt of 911 and all other emergency calls for service, and the dispatch of fire, police, sheriff, emergency medical and other needed emergency services for the benefit of the Participating Agencies. 911 calls for fire services for the Napa County Fire Department shall be forwarded immediately to California Department of Forestry and Fire Protection, hereinafter referred to as "Cal FIRE," for dispatching. 911 calls for medical emergencies occurring in the County) shall be relayed to CAL FIRE for dispatching of fire units, while the City's Central Communications Center, hereinafter referred to as

"Communications Center," will maintain contact with the caller and provide emergency medical and ambulance dispatch.

2) LEVEL OF SERVICE. All emergency telephone lines and other approved methods of emergency notification of City and American Canyon shall terminate at the Communications Center. Communications Center staff shall answer all such emergency calls for service and dispatch, or notify the appropriate emergency services provider according to the policies and procedures of the Communications Center. The City shall maintain no fewer than three (3) Public Safety Dispatchers scheduled at the Communications Center at all times, including one (1) Supervisor or Acting Supervisor.

3) JURISDICTIONAL COORDINATION. The City, through the Communications Center, shall make every reasonable effort to:

a) Dispatch all emergency services according to the policies and procedures of the Communications Center. The policies and procedures of the Communications Center shall incorporate the policies and procedures of each Participating Agency and the requirements of the County Emergency Medical Services Agency; provided that a copy of any such policies and procedures are provided to the City.

b) Dispatch emergency medical services only in accordance with the respective operating boundaries of each emergency medical service provider, as approved in writing by the County Emergency Medical Services Agency.

c) Each Participating Agency shall keep the Communications Manager (as defined in Section 8 of this Agreement) informed of the applicable policies and procedures (including terms and conditions of any relevant contracts) relative to dispatching emergency units.

4) COMPENSATION.

a) American Canyon shall pay City, as compensation in full for services during the term of this Agreement at the rate identified in Exhibit "B," attached hereto and incorporated herein by reference.

b) In addition to the rate to be paid by the American Canyon pursuant to Agreement paragraph 4(a), the American Canyon shall also separately pay its pro rata share of the cost of capital system improvements to equipment, software or other system upgrades to the Communication Center's Computer Aided Dispatch (CAD) system. An estimate of the total costs for these capital system improvements is attached hereto as Exhibit "D" and incorporated herein by reference. The American Canyon's pro rata share of such costs shall not exceed .79% (the agreed upon .79% share is based on an estimate of the volume of calls received for the American Canyon Agencies compared to the volume of calls for the City Agencies as set forth in the table of benefitting agencies in the NBS "Final Report on the 911 Center Cost Allocation Study," attached hereto as Exhibit "C" and incorporated herein by reference) of the estimated total system costs as set forth in Exhibit "D." In the event that capital system improvement costs exceed the estimate on Exhibit "D," City shall notify American Canyon and obtain American Canyon's written consent for the estimated expenditures that exceed the estimate set forth on Exhibit "E." American Canyon shall pay City for all undisputed costs related to such capital system improvements incurred by City in any fiscal year during the term of this Agreement

d) In the event that City identifies unanticipated requirements for capital improvements, unanticipated emergency repairs or maintenance costs during the course of this Agreement, City and American Canyon agree to meet and discuss the need and financial ability to fund such capital improvements, unanticipated repairs or maintenance costs. If the parties agree upon the need and financial ability to incur these costs, the American Canyon agrees to pay .79% of the total cost of the additional capital improvements, unanticipated emergency repairs or maintenance costs (in addition to the rate to be paid by the American Canyon pursuant to Agreement paragraph 4(a)). Any such modification to add such additional costs shall be effective only if ratified by the Governing Bodies of the City and the American Canyon by Amendment.

e) City and American Canyon agree to meet and discuss the need and financial ability to add staff to the Communications Center. If the parties agree upon the need and financial ability to add staff, the American Canyon agrees to pay .79% of the total cost of the additional staff (in addition to the flat rate to be paid by the American Canyon pursuant to Agreement paragraph 4(a)). Any such modification to add such additional costs shall be effective only if ratified by the Governing Bodies of the City and the American Canyon by Amendment.

f) City and American Canyon will meet and agree on an adjusted yearly base rate if a tax or bond measure is passed, or a grant is awarded, that off sets the required budget for the Communications Center.

5) **TERM.** The term of this Agreement shall be from July 1, 2013 until June 30, 2015 unless terminated earlier as provided herein; except that the obligations of the parties under Paragraph 12 (Insurance) and Paragraph 13 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement.

6) **METHOD OF PAYMENT.** American Canyon agrees to pay City in two equal payments per fiscal year during the term of this Agreement. Such payments will be made within 30 days after billing by the City and as follows:

a) City agrees to bill American Canyon for July 1 through December 31 services during the first week of July of each year for the term of this Agreement and to bill American Canyon for January 1 through June 30 services during the first week of January of each year for the term of this Agreement.

b) American Canyon agrees to not seek from City any State reimbursement funds made to the City for training (California Peace Officers Standards and Training or other), equipment or other reimbursements customarily received by 911 Centers.

7) **TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party in the following manner only: The party desiring to terminate this Agreement must give not less than six (6) months written notice of its intent to terminate. The starting date for calculating the six (6) month period shall be June 30 or December 31, which ever first occurs following the effective date of the written notice (under Agreement Paragraph 11).

8) **OPERATIONS.** The Communications Center shall be administrated and operated by the City of Napa Police Department. A Communications Manager, responsible for day-to-day administration and management of the Communications Center, shall be appointed by the City of Napa Chief of Police. In the carrying out of his/her duties, the Communications Manager will communicate regularly and in a timely manner with the appropriate American Canyon personnel regarding operational issues and any problems that may arise.

9) **LOCATION.** The Communications Center shall be in a facility that is appropriate for the efficient operation of the Communications Center, as determined by the City.

10) **PERSONNEL.** All personnel assigned to the Communications Center shall be hired and salaried under policies and procedures of City and shall be City employees.

11) **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 to the other party shall be addressed to the other party at the address set forth below. 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.

AMERICAN CANYON
Glen E. Week, Fire Chief
American Canyon Fire Protection District
911 Donaldson Way East
American Canyon, CA 94503

CITY
Mike Parness, City Manager
City of Napa
P.O. Box 660
Napa, CA 94559

12) INSURANCE. City shall maintain in full force and effect throughout the term of this Agreement and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

a) Workers' Compensation Insurance. City shall provide, to the extent required by law, workers' compensation insurance in the performance of all duties under this Agreement.

b) General Liability Insurance. Dispatch shall be covered by City's general liability coverage and City shall maintain adequate liability coverage during the term of this Agreement. American Canyon acknowledges that City maintains a self-insured retention of \$150,000 which amount is subject to change at any time by action of the City of Napa City Council.

13) INDEMNIFICATION.

a) American Canyon shall hold City harmless from all loss, claims or liability asserted against or incurred by City by reason of any action of American Canyon or of any employees of American Canyon during the term of this Agreement. City shall hold American Canyon harmless from all loss, damage, claims or liability asserted against or incurred by American Canyon by reason of any action of City or any employee of City during the term of this Agreement.

14) INDEPENDENT ENTITIES

Although this Agreement is a Joint Powers Agreement as authorized by California Government Code 6500 *et seq*, City and American Canyon are independent entities, and City and American Canyon and the respective officers, agents and employees of City and American Canyon are not, and shall not be deemed, employees of the other agency for any purpose, including but not limited to worker's compensation and employee benefits.

15) PRIVILEGES, IMMUNITIES AND OTHER BENEFITS

In accordance with California Government Code section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the parties when performing their functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with performance of this Agreement.

16) BEST EFFORTS. City and American Canyon shall use their best efforts to provide the services called for in this Agreement in a reasonable prompt manner. However, due to the emergency nature of the services provided and the number of calls received, all parties to this Agreement understand and agree that no guarantee can be made, or is intended to be made, as a result of the execution of this Agreement, as to the nature of timing of the response by City or American Canyon to any specific emergency.

17) THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

18) GENERAL PROVISIONS.

a) Headings. The heading titles for each paragraph of this Agreement are included only as a

guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

b) **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

c) **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the American Canyon Fire Protection District.

d) **Attorney's Fees.** In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

e) **Assignment and Delegation.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the duties be delegated without the written consent of the other party to this Agreement. Any attempt to assign or delegate this Agreement without the written consent of the other party shall be void and of no force or effect. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

f) **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

g) **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

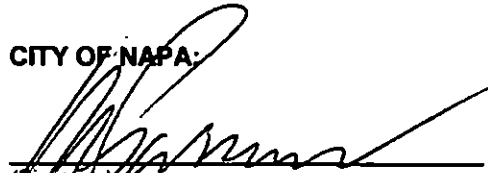
h) **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

i) **Each Parties' Role in Drafting the Agreement.** Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

j) **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the City and the American Canyon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:


(Signature)

Mike Parness, City Manager
(Type name and title)

ATTEST:


(Signature)

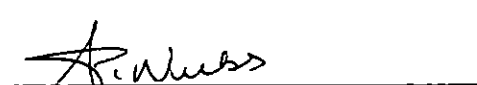
Dorothy Roberts, City Clerk
(Type name and title)

AMERICAN CANYON FIRE PROTECTION DISTRICT:

Leon Garcia
(Signature)

Leon Garcia, Chairman, Board of Directors
(Type name and title)

ATTEST:


(Signature)

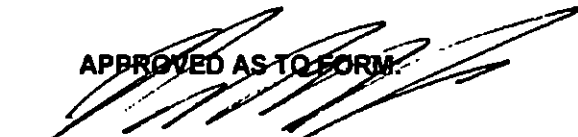
Glen E. Weeks, District Clerk
(Type name and title)

COUNTERSIGNED:


(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:


(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

APPROVED AS TO FORM:

William D. Ross
(Signature)

William D. Ross, District Counsel
(Type name and title)
American Canyon Fire Protection District

Exhibit "A"
List of Participating Agencies

Benefitting Agency:	Distribution %	Total Allocated Costs
Napa County	38.51%	\$1,739,796
Napa City	53.19%	\$2,402,727
American Canyon	0.79%	\$35,774
AMR Ambulance	7.50%	\$338,951
Total Allocated Costs for 911 Dispatch Center	100%	\$4,517,249

Calls for Service Defined as:

The Calls for Service total is calculated by the number of CAD events by CAD agency where the CAD event occurred.

The CAD Agencies are allocated as below –

- Napa City CAD Agencies: NPD, NFD, NVR
- Napa County CAD Agencies: ACPD, NSD, YPD, NCF, SHPD, CPD
- American Canyon Fire CAD Agency: AFD
- American Medical Response CAD Agencies: EMS CAD events from NFD and AFD

CAD agencies are subtracted from those agencies and added to CAD Agency AMB Calls for Service.

- Animal Services: ASO Events are subtracted from NPD agency and added to Napa County CAD Agencies Calls for Service.
- Support Agency CAD events are CAD events created to support City and County government agencies. Primarily, these events are after hour requests for Public Works Services. The events are currently not cost allocated to any agency; these CAD events account for about 3–4% of the total Calls For Service.

Exhibit "B"
Rate for service per year

<u>Fiscal Year</u>	<u>Rate</u>
FY 2013/2014	\$35,774
FY 2014/2015	\$36,847

Exhibit C

NBS Final Report on the 911 Center Cost Allocation Study

Exhibit D

Computer Aided Dispatch (CAD) System
Capital system improvements to equipment, software or other system upgrades

CAD/RMS/Mobile Future Upgrade (Updated: 2/6/3013)		
Project Costs (I/LEADS/CAD/Mobile)	Cost	
Total Upgrade Cost	\$ 482,205.00	
Implementation Costs in 12/13	Cost	
I/LEADS Upgrade (P118137)	\$ 96,900.00	
Servers	\$ 30,000.00	
Grand Total	\$ 126,900.00	
CAD Implementation in 13/14		Cost
CAD Upgrade Services		\$ 116,881.00
Project Management Services		\$ 49,900.00
I/LEADS RMS Implementation Services		\$ 6,647.00
Mobile to MPS Upgrade Services		\$ 9,971.00
CAD Interfaces Implementation Services		\$ 66,381.00
I/CAD Delta Training		\$ 13,500.00
MPS Workflow and Configuration Workshop		\$ 11,280.00
MPS Trainers		\$ 9,060.00
BI SysAdmin Training		\$ 14,610.00
BI User Training		\$ 19,050.00
BI Direct for CAD		\$ 18,000.00
Insurance and Shipping		\$ 25.00
Servers		\$ 20,000.00
Grand Total		\$ 355,305.00
Funding:		
Beginning Balance		\$ 25,451.15
11/12 Contribution to CIP Project		\$ 75,000.00
12/13 Contribution to CIP Project		\$ 75,000.00
Total Funding:		\$ 175,451.15
Total Upgrade Cost		\$ 482,205.00
Total Cost Unfunded		\$ 306,753.85
Unfunded Balance		\$ 306,753.85
AMR (7.50%)		\$ 23,006.54
ACFPD (.79%)		\$ 2,423.36*
Napa County (38.51%)		\$ 118,130.91
City (53.19%)		\$ 163,162.37
Total		\$ 306,723.17

Additional cost to American Canyon will be the cost for a backup power supply and emergency generator at the Oat Hill radio site not to exceed \$17,000 per year.