

**AMENDMENT NO. 5 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 5 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 1707998) is dated this 23rd day of August, 2019, by and between the City of Napa, a municipal corporation (hereinafter "City"), and County of Napa, a political subdivision of the State of California (hereinafter "County").

RECITALS

A. City and County entered into an Agreement entitled Cooperative Joint Powers Dispatching Services Agreement ("Agreement") in August 2013, relating to the operation of a centralized service for dispatching emergency vehicles and related services, in the amount of \$1,739,796 for Fiscal Year 2013/2014 and \$1,739,796 for Fiscal Year 2014/2015. Amendment No. 1 extended the Agreement for Fiscal Year 2015/2016 for \$1,791,989; Amendment No 2 extended the Agreement for Fiscal Year 2016/2017 for \$1,845,748; Amendment No 3 extended the Agreement for Fiscal Year 2017/2018 for \$1,919,578; Amendment No 4 extended the Agreement for Fiscal Year 2018/2019 for \$1,977,165.

B. The parties would like to extend the Agreement for one (1) additional year, from July 1, 2019 through June 30, 2020.

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

"5) **TERM.** The term of this Agreement shall be from July 1, 2013 until June 30, 2020 unless terminated earlier as provide 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."

3. **AMENDMENT.** Exhibit "B-4", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2019/2020. All references to Exhibit "B-2" in the Agreement shall henceforth mean "Exhibit B-4", from the effective date of this Amendment. Thus, the total compensation payable to the City in accordance with this Agreement as amended herein shall not exceed \$13,050,552 (\$5,271,581 for FY's 2013/2014 through 2015/2016, as set forth in the original Agreement and Amendment No. 1; \$1,845,748 for FY 2016/2017 for Amendment No. 2; \$1,919,578 for Amendment No 3; \$1,977,165 for Amendment No 4; and \$2,036,480 for this Amendment).

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.

ATTACHMENT 2

5. 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.

6. 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 County 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)

Steve Potter, City Manager

COUNTY OF NAPA:

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(Signature)

ATTEST:

(Signature)

Tiffany Carranza, City Clerk

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney

Budget Code: 42151-34205

ATTACHMENT 2

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

COUNTY OF NAPA:

(Signature)

Brad Wagenknecht, Chair of the Board of Supervisors

ATTEST:

(Signature)

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

(Signature)

Deputy County Counsel

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:

(Signature)

Deputy Clerk of the Board

Date: _____

**Exhibit "B-5"
Rate for Service Per Year**

| <u>Fiscal Year</u> | <u>Rate</u> |
|---------------------------|--------------------|
| FY 2013/2014 | \$1,739,796 |
| FY 2014/2015 | \$1,739,796 |
| FY 2015/2016 | \$1,791,989 |
| FY 2016/2017 | \$1,845,748 |
| FY 2017/2018 | \$1,919,578 |
| FY 2018/2019 | \$1,977,165 |
| FY 2019/2020 | \$2,036,480 |