

COPY

**AMENDMENT NO. 7 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 7 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170799B) is dated and made effective this 1st day of July, 2021, 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; Amendment No 5 extended the Agreement for Fiscal Year 2019/2020 for \$2,036,480; and Amendment No 6 extended the Agreement for Fiscal Year 2020/2021 for \$2,097,574.

B. The parties would like to extend the Agreement for one (1) additional year, from July 1, 2021 through June 30, 2022.

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:

"TERM. The term of this Agreement shall be from July 1, 2013 until June 30, 2022 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-7", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2021/2022. All references to Exhibit "B" in the Agreement shall henceforth mean "Exhibit B-7", 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 \$17,308,627 (\$3,479,592 for FY's 2013/2014 through 2014/2015, as set forth in the original Agreement and Amendment No. 1; \$1,791,989, Amendment No. 2; \$1,845,748, Amendment No 3; \$1,919,578, Amendment No 4; \$1,977,165, Amendment No 5; \$2,036,480, Amendment No 6; \$2,097,574 and Amendment No 7; \$2,160,501).

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

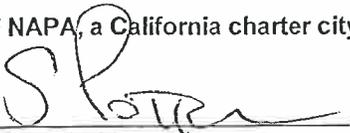
written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

5. 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:
CITY OF NAPA, a California charter city


Steve Potter, City Manager

COUNTY OF NAPA:

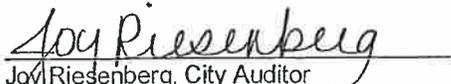
SEE PAGE 3

(Signature)

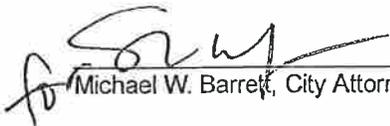
ATTEST:


Tiffany Cañanza, City Clerk

COUNTERSIGNED:


Joy Riesenber, City Auditor

APPROVED AS TO FORM:

 Michael W. Barrett, City Attorney
 Sabrina S. Wolfson, Deputy City Attorney

Budget Code: 42151-34205

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

COUNTY OF NAPA:



(Signature)

Alfredo Pedroza, Chair of the Board of Supervisors

ATTEST:



(Signature)

Clerk of the Board of Supervisors

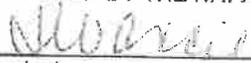
APPROVED AS TO FORM:



(Signature)

Silva Darbinian, Deputy County Counsel

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:



(Signature)

Deputy Clerk of the Board

Date: December 14, 2021

Exhibit "B-7"
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
FY 2020/2021	\$2,097,574
FY 2021/2022	\$2,160,501

COPY

**AMENDMENT NO. 6 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 6 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170779B) is dated this 2nd day of June, 2020, 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; and Amendment No 5 extended the Agreement for Fiscal Year 2019/2020 for \$2,036,480.

B. The parties would like to extend the Agreement for one (1) additional year, from July 1, 2020 through June 30, 2021.

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, 2021 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-6," attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2020/2021. All references to Exhibit "B" in the Agreement shall henceforth mean "Exhibit B-6," 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 \$15,148,126 (\$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; \$2,036,480 for Amendment No 5; and \$2,097,574 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.

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)

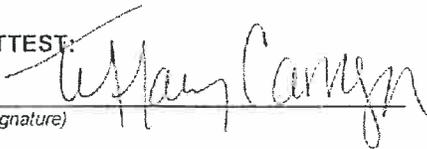
Steve Potter, City Manager

COUNTY OF NAPA:

SEE PAGE 3

(Signature)

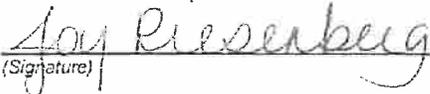
ATTEST:



(Signature)

Tiffany Carranza, City Clerk

COUNTERSIGNED:



(Signature)

Joy Riesenberg, City Auditor

APPROVED AS TO FORM:



(Signature)

Michael W. Barrett, City Attorney

Budget Code: 42151-34205

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

COUNTY OF NAPA:


(Signature)

Diane Dillon, Chair of the Board of Supervisors

ATTEST:


(Signature)

Jose Luis Valdez, Clerk of the Board of Supervisors

APPROVED AS TO FORM:


(Signature)

Silva Darbinian, Deputy County Counsel

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:


(Signature)

Neha Hoskins, Deputy Clerk of the Board

Date: September 15, 2020

Exhibit "B-6"
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
FY 2020/2021	\$2,097,574

COPY

**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-5", 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" in the Agreement shall henceforth mean "Exhibit B-5", 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).

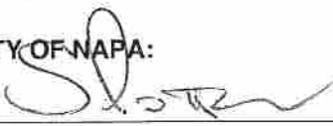
4. **ENTIRE AGREEMENT.** This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations,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

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:



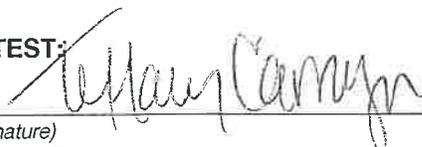
(Signature)

Steve Potter, City Manager
(Type name and title)

COUNTY OF NAPA:

SEE PAGE 3
(Signature)

ATTEST:



(Signature)

Tiffany Caranza, City Clerk
(Type name and title)

COUNTERSIGNED:

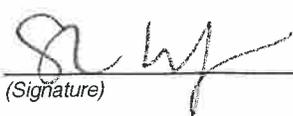


(Signature)

Desiree Brun, City Auditor
(Type name and title)

for SASHA PANASUAK, Deputy City Manager

APPROVED AS TO FORM:



(Signature)

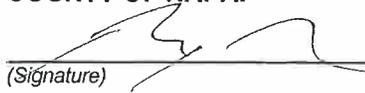
Sabrina S. Wolfson, Deputy City Attorney

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

Budget Code: 42151-34205

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

COUNTY OF NAPA:



(Signature)

Ryan Gregory, Chair of the Board of Supervisors
(Type name and title)

ATTEST:



(Signature)

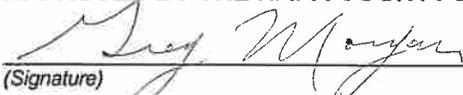
Jose Luis Valdez, Clerk of the Board of Supervisors
(Type name and title)

APPROVED AS TO FORM:

S. Darbinian (e-signature)
(Signature)

Silva Darbinian, Deputy County Counsel
(Type name and title)

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:



(Signature)

Greg Morgan, Deputy Clerk of the Board
(Type name and title)

Date: 11/12/2019

Exhibit "B-5"
Rate for Service Per Year

<u>Fiscal Year Rate</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

COPY

**AMENDMENT NO. 4 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 4 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170779B) is dated this 19th day of June, 2018, 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; and Amendment No 3 extended the Agreement for Fiscal Year 2017/2018 for \$1,919,578.

B. The parties would like to extend the Agreement for one (1) additional year, from July 1, 2018 through June 30, 2019.

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, 2019 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 2018/2019. All references to Exhibit "B" 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 \$11,014,072 (\$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; and \$1,977,165 for this Amendment).

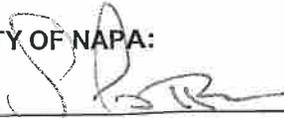
4. **ENTIRE AGREEMENT.** This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations,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

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

(Type name and title)

COUNTY OF NAPA:

SEE PAGE 3

(Signature)

ATTEST:

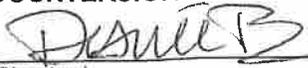


(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

COUNTERSIGNED:

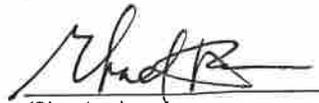


(Signature)

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

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
(Type name and title)

ATTEST:

(Signature)

Louie Valdez
Clerk of the Board of Supervisors
(Type name and title)

APPROVED AS TO FORM:

S. Darbinian
(Signature)

Deputy County Counsel
(Type name and title)

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:

(Signature)

Greg Morgan
Deputy Clerk of the Board
(Type name and title)

Date:

8/28/2018

*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-4"
Rate for Service Per Year

<u>Fiscal Year Rate</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



**AMENDMENT NO. 3 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 3 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170779B) is dated this 15th day of March, 2018, 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; and Amendment No 2 extended the Agreement for Fiscal Year 2016/2017 for \$1,845,748.

B. The parties would like to extend the Agreement for one (1) additional 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.** 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, 2018 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-3", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2017/2018. All references to Exhibit "B-2" in the Agreement shall henceforth mean "Exhibit B-3", 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 \$9,036,907 (\$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; and \$1,919,578 for this Amendment).

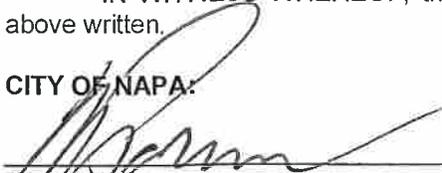
4. **ENTIRE AGREEMENT.** This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations,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

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)

Mike Parness, City Manager

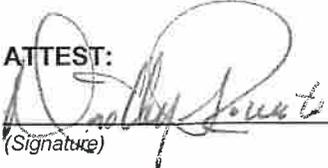
(Type name and title)

COUNTY OF NAPA:

See Page 3

(Print name of Consultant/form of organization) *

ATTEST:



(Signature) 3/15/18

Dorothy Roberts, City Clerk

(Type name and title)

By: _____
(Signature)

(Print name and title)

By: _____
(Signature)

(Print name and title)

COUNTERSIGNED:

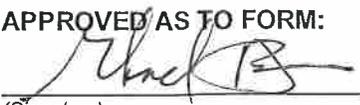


(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:



(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

*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.

Budget Code: 42151-34205

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

COUNTY OF NAPA:

Paul Wagenknecht
(Signature)

Brad Wagenknecht, Chair of the Board of Supervisors
(Type name and title)

ATTEST:

Luis Valdez
(Signature)
Luis Valdez
Clerk of the Board of Supervisors
(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.

APPROVED AS TO FORM:

Silva Darchanian
(Signature)
Silva Darchanian
Deputy County Counsel
(Type name and title)

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:

Ray Meyer
(Signature)
Ray Meyer
Deputy Clerk of the Board
(Type name and title)

Date: 4/10/18

Budget Code: 42151-34205

Exhibit "B-3"
Rate for Service Per Year

<u>Fiscal Year Rate</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

COPY

AMENDMENT NO. 2 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 170779B-17

This Amendment No. 2 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170779B-17) is dated this 7th day of March, 2017, 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"). 170779B-17

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.

B. The parties would like to extend the Agreement for one (1) additional 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.** 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, 2017 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-2", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Year 2016/2017. All references to Exhibit "B-1" in the Agreement shall henceforth mean "Exhibit B-2", 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 \$7,117,329 (\$5,271,581 for FY's 2013/2014 through 2015/2016, as set forth in the original Agreement and Amendment No. 1; plus \$1,845,748 for FY 2016/2017 under this Amendment No. 2).

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. **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:

S. PARNESS FOR M. PARNESS
(Signature)

Michael Parness, City Manager

(Type name and title)

ATTEST:

Dorothy Roberts
(Signature)

Dorothy Roberts, City Clerk
(Type name and title)

COUNTERSIGNED:

Sasha Payasuan
(Signature)

Desiree Brun, City Auditor
(Type name and title)

FOR SASHA PAYASUAN, Deputy City Auditor

APPROVED AS TO FORM:

[Signature]
(Signature)

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

COUNTY OF NAPA:

[Signature]
(Signature)

Alfredo Pedroza, Chair of the Board of Supervisors*

(Type name and title)

ATTEST:

Gladys I. Coil

Gladys I. Coil, Clerk of the Board of Supervisors
(Type name and title)

APPROVED AS TO FORM:

S. Darbinian (e signature)
(Signature)

Deputy County Counsel

Budget Code: 42151-34205

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: 3/7/2017

By: [Signature]
Deputy Clerk of the Board

*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-2"
Rate for Service Per Year

<u>Fiscal Year Rate</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

**AMENDMENT NO. 1 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT
NAPA CITY AGREEMENT NO. C2013-363
NAPA COUNTY AGREEMENT NO. 7998**

(This Amendment No. 1 ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa Agreement No. C2013-363, Napa County Agreement No. 7998 is dated this 23rd day of July, 2015, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Napa County, 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.

B. The parties would like to extend the Agreement for one (1) additional 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.** 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, 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."

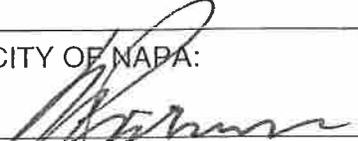
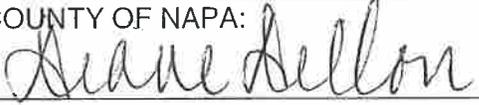
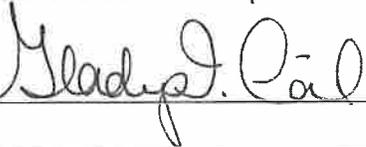
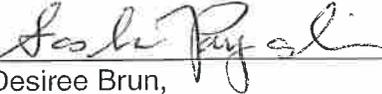
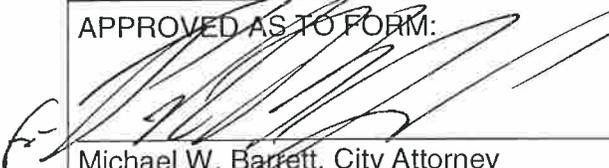
3. **AMENDMENT.** Exhibit "B-1," attached hereto and incorporated here by reference, sets forth the rate at which County shall pay City for compensation for services during Fiscal Year 2015/2016. All references to Exhibit "B" in the Agreement shall henceforth mean "Exhibit B-1," from the effective date of this Amendment. Thus, the total compensation payable to the City in accordance with the Agreement as amended herein shall not exceed \$5,271,581 (\$1,739,796 in FY 2013/2014 and \$1,739,796 in FY 2014/2015 for the original Agreement plus \$1,791,989 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.

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 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 Amendment the day and year first above written.

CITY OF NAPA:  Mike Parness, City Manager	COUNTY OF NAPA:  DIANE DILLON, Chair Napa County Board of Supervisors
ATTEST: DOROTHY ROBERTS City Clerk Lisa Blackmon, Deputy City Clerk By: 	ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors By: 
COUNTERSIGNED:  Desiree Brun, City Auditor SASHA PAYASLIAN, DEPUTY CITY AUDITOR	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: <u>6/23/15</u> Processed By:  Deputy Clerk of the Board
APPROVED AS TO FORM:  Michael W. Barrett, City Attorney Dated: _____	APPROVED AS TO FORM Office of County Counsel By: <u>Silva Darbinian (e-signature)</u> Deputy Dated: <u>June 18, 2015</u>

H:\...so\contracts\dispatch\Amendment 1 to County Dispatch FY15-16 June 18,2015

Budget Code: 42151-34205

Exhibit "B-1"

<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

COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT

Between the County of Napa and the City of Napa

County of Napa Contract Number 7998

City of Napa Contract Number 2013 363

This Cooperative Joint Powers Dispatching Services Agreement between the City of Napa and the County of Napa 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 6th day of August, 2013 by and between the City of Napa, a California charter city and municipal corporation ("City"), and the County of Napa, a political subdivision of the State of California ("County"). City and County 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 County may be referred to collectively as "the parties."

RECITALS

- A. The City and County have agreed that a centralized service for dispatching certain emergency vehicles and related services within the City and County 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 County of Napa.
- B. The City and County have previously executed a Dispatching Services Contract (County Contract Number 2443 and City Contract Number 5034, executed by the parties on or about July 15, 1986) concerning the operation of a centralized service for dispatching emergency vehicles and related services within the City and County of Napa, as amended by the parties by that certain Dispatching Services (First Amendment), executed June 20th, 1989, Dispatching Services (Second Amendment), executed September 13th, 1994, and that certain Dispatching Services Contract (Third Amendment), executed March 13th, 2008 (collectively, "the Prior Agreement").
- 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 County 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) County shall pay City, as compensation in full for services during the term of this Agreement, at the "flat rate" identified in Exhibit "B," attached hereto and incorporated herein by reference.

b) In addition to the flat rate to be paid by the County pursuant to Agreement paragraph 4(a), the County shall also separately pay its pro rata share of the cost of capital system improvements to equipment, software or other system upgrades related to the installation and implementation of the Intergraph I/LEADS Records Management System. An estimate of the total costs for these capital system improvements is attached hereto as Exhibit "D" and incorporated herein by reference. The parties hereby agree that the County's pro rata share for these costs shall not exceed 50% of the estimated total system costs as set forth on Exhibit "D." In the event that capital system improvement costs exceed the estimate on Exhibit "D," City shall notify County and obtain County's written consent for the estimated expenditures that exceed the estimate set forth on Exhibit "D." County shall pay City for all costs related to such capital system improvements incurred by City in any fiscal year during the term of this Agreement.

c) In addition to the flat rate to be paid by the County pursuant to Agreement paragraph 4(a), the County 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 "E" and incorporated herein by reference. The County's pro rata share of such costs shall not exceed 38.51% (the agreed upon 38.51% share is based on an estimate of the volume of calls received for the County 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 "E." In the event that capital system improvement costs exceed the estimate on Exhibit "E," City shall notify County and obtain County's written consent for the estimated expenditures that exceed the

estimate set forth on Exhibit "E." County 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 County 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 County agrees to pay 38.51% of the total cost of the additional capital improvements, unanticipated emergency repairs or maintenance costs (in addition to the flat rate to be paid by the County 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 County by Amendment.

e) City and County 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 County agrees to pay 38.51% of the total cost of the additional staff (in addition to the flat rate to be paid by the County 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 County by Amendment.

f) City and County 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.

g) In the event that City agrees to provide dispatch services to any agencies not listed on the list of Participating Agencies identified on Exhibit A, six months following the date of commencement of providing dispatch services to the new participating agency, City and County shall meet to review data regarding the volume of calls for service placed to the Dispatch Center in the preceding six month period, and determine whether adjustments to the respective percentages of allocated costs identified in Exhibit C are warranted. If the analysis shows that the distribution percentage of calls for service for either City or County has increased or decreased in excess of 2 percent, the Parties shall execute an Amendment to this Agreement to update the respective allocation percentages for calculation of the flat rate identified in Agreement paragraph 4(a) and the capital improvement pro rata shares identified in Agreement paragraphs 4(c) and (d).

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. County 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 County 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 County for January 1 through June 30 services during the first week of January of each year for the term of this Agreement.

b) County 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 County 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.

COUNTY
Nancy Watt, County Executive Officer
County of Napa
1195 Third Street Rm. 310
Napa, CA 94559

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. County 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) County shall hold City harmless from all loss, claims or liability asserted against or incurred by City by reason of any action of County or of any employees of County during the term of this Agreement. City shall hold County harmless from all loss, damage, claims or liability asserted against or incurred by County 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 County are independent entities, and City and County and the respective officers, agents and employees of City and County 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 County 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 County 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 County of Napa.

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.

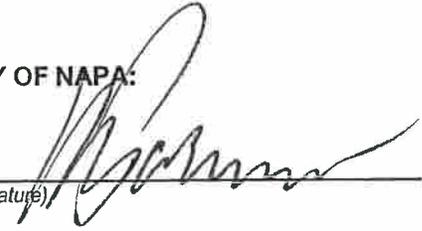
g) Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

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 County.

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

CITY OF NAPA:


(Signature)

(Type name and title)

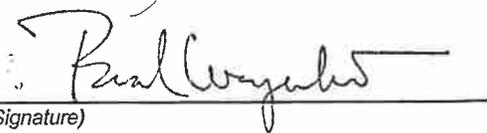
COUNTY OF NAPA:

(Type name of Consultant/form of organization)

ATTEST:


(Signature)
Dorothy Roberts, City Clerk

(Type name and title)

By: 

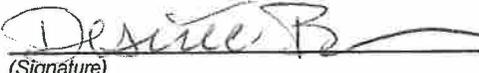
(Signature)

Brad Wagenknecht, Chairman

(Type name and title)

By: _____
(Signature)

(Type name and title)

COUNTERSIGNED:


(Signature)
Desiree Brun, City Auditor

(Type name and title)

Address: _____

Telephone: _____

APPROVED AS TO FORM:


(Signature)
Michael W. Barrett, City Attorney

(Type name and title)
Dated: _____, 2013

ATTEST:
Clerk of the Board of Supervisors

By: 

APPROVED AS TO FORM:
Silva Darbinian (via e-signature)
Chief Deputy, Office of County Counsel
Dated: June 25, 2013

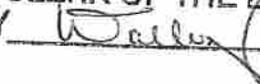
APPROVED 8/6/2013
BOARD OF SUPERVISORS
COUNTY OF NAPA
GLADYS I. COIL
CLERK OF THE BOARD
BY  Deputy

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	\$1,739,796
FY 2014/2015	\$1,739,796

Exhibit C

NBS Final Report on the 911 Center Cost Allocation Study

Date: January 23, 2013

To: Shirley Perkins, Administrative Services Manager,
City of Napa

From: Greta Davis, Senior Consultant, and Nicole Kissam,
Director, NBS

Subject: Final Report on the 911 Center Cost Allocation Study

The purpose of this Memorandum is to provide a Final Report on the 911 Center Cost Allocation Study performed by NBS for the City of Napa. The goal of this cost allocation exercise is to define the total cost of the 911 Dispatch Center, and consider how costs are applicable to the four local agencies benefiting from the Center's services: City of Napa, County of Napa, City of American Canyon, and a private ambulance services provider. This Cost Allocation Study allocated, fairly and equitably, all reasonably identifiable 911 call center costs to receivers of its services.

Over several months, NBS successfully gathered and reviewed published information, readily available data, as well as data provided by staff in response to initial interviews about the organization and operation of the 911 Dispatch Center. Data gathered and reviewed includes:

- Organization charts
- Approved and amended budget for Fiscal Year 2012-13
- 18 months of Calls for Service data (January 2011 – June 2012)

The following sections present a summary NBS' findings and recommendations related to cost allocation methodology, allocable costs of the Dispatch Center, as well as resulting allocations to each benefitting agency.

1. Overview of Cost Allocation Methodology

This Cost Allocation Study distributes the total costs of the 911 Dispatch Center borne by the

City of Napa to local agencies which provide emergency response services to the public.

The Study's process encompasses the following analytical steps:

- Compiles actual City cost data
- Expresses costs according to the functions of service they provide
- Makes any necessary adjustments to costs
- Assigns a factor to use as a basis for allocation of costs to benefitting agencies
- Derives total assigned costs to each beneficiary of service

Aside from accurately reflecting costs, the most important step in preparing a reasonable cost allocation study is the selection of allocation factors. These data sets should represent a connection to

the workload of the service allocated, or a reasonable and generally accepted means of apportioning benefit for the function allocated.

2. Total Allocable Costs for the 911 Dispatch Center

In general, establishment of the total allocable cost of the 911 Dispatch Center considered the following types of expenses incurred by the City of Napa:

- **Direct costs** specifically related to provision of services. These costs are personnel and operating expenses reflected in the City's adopted budget documents.
- **Indirect costs** incurred to support the provision of direct services, such as administrative support from within the Police Department, as well as City-wide overhead costs.

Figure 1 provides a summary of \$4.5 million in direct and indirect costs identified for allocation to the benefitting agencies of the 911 Dispatch Center:

Figure 1. Summary of Dispatch Shared Costs for Fiscal Year 2012-13

DISPATCH SHARED COSTS	
Fiscal Year 2012 -	
	Total
<i>Salaries and Wages:</i>	
Personnel Total Costs (PD Dispatch 42151)	\$3,310,622
Personnel Total Costs (PD Admin 42110)	\$147,575
<i>Subtotal Personnel Costs</i>	\$3,458,197
<i>Operating Expense:</i>	
420- Materials and Supplies Aside from accurately reflecting	\$21,103
430 - Services	\$314,305
430 - Services - Increased annual maintenance costs	\$42,618
<i>Subtotal Operating Expense</i>	\$378,026
<i>Citywide Indirect Costs-PD Dispatch</i>	\$681,026
<i>Personnel & Operating Costs Sub-Total</i>	\$4,517,249

NOTES:

1] Amended Budget for FY 12/13 as of 11/30/2012

2] Citywide Indirect Costs - FY 2012 Cost Allocation Plan

3] Increases noted by Napa Dispatch Staff to new implementations maintenance costs, starting 7/1/2013

Not reflected in current budget

The following should be noted about the figures presented above:

- All Operating and Personnel expenses are sourced from the City's Fiscal Year 2012-13 Adopted Budget.
- Police Department Administration costs of \$147,575 are comprised of approximately 15% of the Police Chief, 25% of the Chief's Administrative Secretary, and 50% of the Department's Administrative Services Manager. NBS interviewed these staff members to determine the estimated on-going level of effort provided to the 911 Dispatch Center.
- Citywide Indirect Costs for the Dispatch Center were calculated via a recent Citywide Overhead Cost Allocation Plan completed by NBS, then updated by the City of Napa's Finance Department. Costs are comprised of a pro-rata share of support costs such as Finance, Human Resources, Information Technology, etc. The methodology employed in developing these cost allocations complies with OMB A-87.

3. Allocation of 911 Dispatch Center Total Costs to Benefitting Agencies

The most important step in preparing a reasonable cost allocation study is the selection of allocation factors. For the Napa 911 Dispatch Center, NBS assisted the City in selection of Calls for Service (CFS) data as the most reasonable allocation statistic for this Study. This data set was tracked and readily available, and reflects a reasonable nexus to the level of effort provided to each benefiting agency. Additionally, NBS is aware that CFS data is commonly utilized by shared dispatch centers in other areas of California.

Figure 2 below displays the CFS data acquired for each benefiting agency included in the Study. CFS data was sourced from the City of Napa's tracking system for a period of 18 months (January 2011 – June 2012).

Figure 2. Summary of 911 Dispatch Center Allocation Statistics

<i>Benefitting Agencies:</i>	Napa County	Napa City	American Canyon	AMR Ambulance	TOTAL
CALLS FOR SERVICE	82,044	113,306	1,687	15,984	213,021
Distribution Percentage	38.51%	53.19%	0.79%	7.50%	100.00%

The "Distribution Percentage" will serve as the allocation basis for distributing the total costs of the 911 Dispatch Center shown in Figure 1. Figure 3 below provides a summary of allocated costs to each benefiting agency, based on the allocation factors derived in Figure 2:

Figure 3. Summary of Allocated 911 Dispatch Center Costs

<i>Benefitting Agency:</i>	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

4. Funding of Periodic Capital Improvement Costs

In addition to the basic direct and indirect costs identified, the City should consider the most appropriate funding mechanism for periodic expenditures such as CAD and RMS system upgrades, or other needed capital investments for the Dispatch Center.

Currently, the City's cost sharing agreement with the County shares these costs on a *per instance* basis, where periodic capital expenditures are contributed to by each agency in percentage as they occur.

NBS presents several options for funding of periodic capital investment costs for consideration. These options are reflective of processes seen in other agencies with shared Dispatch or administrative services:

- **“Pay-as-you-go” Option 1:** Continue with the current approach of a separately negotiated cost sharing agreement for periodic capital expenditures. Consider applying the weighted average allocation factor established by Figure 2.
- **“Pay-as-you-go” Option 2:** Update this Cost Allocation Study on an annual basis and include annual proposed capital improvement expenditures on an as-needed basis.
- **“Average Cost” Option 3:** Explore historical and future costs associated with needed CAD, RMS, and other capital improvements for the 911 Dispatch Center. Establish an *annual amortized* Capital Improvement contribution amount for inclusion in the Total Cost calculation of Figure 1. Capital investments are made by the Dispatch Center as funds become available.
- **“Average Cost” Option 4:** Develop a contribution by each agency equal to between one and five percent of operating costs to a Contingency Enhancement Fund for the Dispatch Center. These funds would be accrued and expended on an as needed basis. Improvements exceeding this amount would be considered on an as needed basis per a per instance cost sharing agreement such as the one currently in place.

The decision to pursue a “Pay-as-you-go” versus an “Average Cost” contribution to an enhancement fund should be based both on the need for revenue stability for the Dispatch Center, and the ability of each benefitting agency to react to spikes in capital investment expenditures. By establishing a regular contribution to a designated fund for periodic improvements, spikes in needed capital investment expenditures are mitigated over time.

5. Conclusion

This Study applies a reasonable allocation statistic, number of calls for service per benefitting agency, to spread 911 Dispatch Center costs. The cost allocation approach applied is reflective of industry standards. NBS concludes that this cost allocation methodology meets the primary goal of equitably sharing and recovering 911 Dispatch Center costs.

The frequency of update required for this Study will depend on the City's chosen approach to funding periodic capital expenditures. For Options 1, 3, and 4 noted previously, the City would set contribution amounts for a two to three year period and then revise. In a multi-year update approach, NBS recommends applying an inflation factor on an annual basis, such as CPI, to keep up with inflation. For Option 2, the City would need to update the cost allocation model on an annual basis. NBS does not recommend longer than a three year period between updates to the Study, as operational and fiscal environments of government agencies are in higher flux that seen over the past decade.

Exhibit D

**Intergraph I/LEADS Records Management System
Capital system improvements to equipment, software or other system upgrades**

There are no anticipated I/LEADS Records Management System Upgrade costs during the period of this agreement.

Exhibit E

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

