

**AMENDMENT NO. 5 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. 5 to Agreement No. C2013-298 (hereinafter "Amendment") is dated this 3rd day of September 2019, 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; extended by Amendment No 2 in the amount of \$64,351; extended by Amendment No 3 in the amount of \$67,569; and extended by Amendment No 4 in the amount of \$69,596, 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, 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. Exhibit "B-4," "Rate for service per year," is amended by adding a new line under the column for "Fiscal Year" for FY 2019/2020 and a corresponding line under "Rate" in the amount of \$72,032 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 \$418,121 (\$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 No. 2; \$67,569 in FY 2017/2018 for Amendment No. 3; \$69,596 in FY 2018/2019 for Amendment No. 4; and \$72,032 in FY 2019/2020 for this Amendment No. 5.)

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, 2020 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

ATTACHMENT 2

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:

CITY OF NAPA, a California charter city

AMERICAN CANYON:

Steve Potter, City Manager

(Print name of American Canyon/form of organization) *

ATTEST:

By: _____

(Signature)

Tiffany Carranza, City Clerk

(Print name and title)

Date: _____
(“Effective Date”)

COUNTERSIGNED:

By: _____

(Signature)

Desiree Brun, City Auditor

(Print name and title)

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

Budget Code: 42151-34205

ATTACHMENT 2

Exhibit "B-4" 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
FY 2018/2019	\$69,596
FY 2019/2020	\$72,032