

## ATTACHMENT 2

### AMENDMENT NO. 5 TO AGREEMENT NO. C2011-285

This Amendment No. 5 to Agreement No. C2011-285 (hereinafter "Amendment") is dated this day January 9, 2020, by and between the City of Napa, a municipal corporation (hereinafter "City"), and American Medical Response (hereinafter "AMR").

#### RECITALS

A. City and AMR entered into an Agreement entitled Emergency Medical Services Dispatch (hereinafter "Agreement") in 2011 for Dispatching Services in the amount of \$300,000, by which the City agreed to perform services more particularly described in the Agreement and generally including the Dispatching of AMR Ambulances; and in June 2013 extended by Amendment No. 1 in the amount of \$338,951 for FY 13/14 and \$349,120 for FY 14/15 and \$349,120 for FY 15/16, \$467,500 for FY 16/17, \$481,525 for FY 17/18 and \$500,786 for FY/19/20

B. The parties would like to extend the Agreement for one (1) additional year, from January 2, 2020 through January 1, 2021. City has determined the cost for Dispatch Services needs to be adjusted based on the Final Report on the 911 Center Cost Allocation Study which identified the distribution percentage of the calls and the total allocated costs for all agencies dispatched by Napa Central Dispatch.

C. After negotiations between the parties, AMR will pay the cost for services based on the Final Report on the 911 Center Cost Allocation Study.

D. During the amendment term, City and AMR agree to discuss an arrangement to cost share fines AMR is subject to based solely upon the exclusive error or fault of the Dispatch Center. The agreed upon condition(s) will be captured in future amendment.

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

1. SECTION 5. PAYMENT FOR SERVICES AND TECHNOLOGY. This Agreement is hereby amended to read as follows:

- A. Payments.

1. Compensation. AMR will pay City for services provided under this Agreement based on Cost Allocation Study as follows:

Calendar Year 2020      \$515,810

2. Ongoing Reimbursements. In addition, AMR will pay City for the following on going costs:

- I. Verizon Network access based on actual costs of current rate of \$38.01 for each data line.

3. Mobile Data Computer Hardware. For this addendum, AMR will pay the following one-time costs:

- I. New Mobile Data Computer Hardware and radio/pager telecommunication equipment; purchased by the City to facilitate hardware replacement of AMR mobile data computers and telecommunication equipment. The cost will not exceed \$69,000.

2. 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

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and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

3. **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.

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)

**AMR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

**ATTEST:**

\_\_\_\_\_  
(Signature)

Tiffany Carranza, City Clerk  
(Type name and title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type name and title)

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

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

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