

**AMENDMENT NO. 1 TO AGREEMENT NO. C2024-052**

Dispatch AVTEC Radio Console System

City Budget Code: 10021400-53250

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2024-052, Dispatch AVTEC Radio Console System ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**") and Avtec, LLC. ("**Consultant**"), is effective on the date last signed by the City, which is identified on the signature page as "Effective Date".

**RECITALS**

A. City and Consultant entered into the Agreement, effective March 21, 2024, for an amount not to exceed \$60,520.20 pursuant to which Consultant agreed to certain services described in the Agreement ("**Services**"), generally to include implementation, maintenance, and support of the Dispatch AVTEC Radio Console System in FY 24/25.

B. The parties desire to amend the Agreement to increase the Compensation in order to acquire an additional five (5) years of maintenance and support from the Consultant for the Dispatch AVTEC Radio Console System.

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

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. PAYMENT. City will compensate Consultant for satisfactory performance of the Additional Services (Amendment No 1 Exhibit "A") in an amount not to exceed \$268,920.09. The cumulative total compensation payable to the Consultant will not exceed \$334,440.29 without prior written authorization from the City (based on \$65,520.20 for the original Agreement and any prior amendments thereto, plus \$268,920.09 for this Amendment).

4. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, 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, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. SIGNATURES; ELECTRONIC 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 Consultant and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil

## ATTACHMENT 1

Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.  
6.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

### CITY OF NAPA:

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

\_\_\_\_\_, Police Chief  
(Type name and title)

### CONSULTANT:

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

### ATTEST:

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

Tiffany Carranza, City Clerk  
(Type name and title)

### COUNTERSIGNED:

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

Erika Leahy, City Auditor  
(Type name and title)

### APPROVED AS TO FORM:

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

Christopher Diaz, Interim City Attorney  
(Type name and title)

Budget Code: 10021400-53250

## EXHIBIT "A"

## SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE



## ScoutCare Contract Quotation

Avtec, LLC.  
100 Innovation Place  
Lexington, SC 29072, USA  
1-800-310-7045  
1-803-358-3600  
www.avtecinc.com

Date: 5/27/2025

Quotation: Q-35160

Expiration Date: 8/25/2025

Quotation To:

System Information:

Maxwell Hitzler City of Napa CA mhitzler@cityofnapa.org	System Name: City of Napa - Napa County, CA End User Organization: City of Napa CA Location: Napa, CA Current Support Expires: 3/31/2025 Eligible for Hardware Maintenance?: No
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Dear Maxwell,

A Support Contract for the Avtec console system provides you with regular software upgrades, remote factory support by telephone, including 24x7 emergency assistance, and opportunities for recurrency training. If the system is under warranty (including our hardware maintenance plan) you may choose to extend that for additional years, up to a total of five.

Please review the quotation below, including any notes about possible changes to the rate. In general, ScoutCare rates are 15% percent of the list price of software. If you expand your system, the new equipment contribution is pro-rated and added to the rate after its warranty has expired.

### Year 1

Item #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
1	1.00	SCOUTCARE-T1	One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$54,742.20	\$53,099.93
					\$53,099.93

### Year 2

Item #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
2	1.00	SCOUTCARE-T1	One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$55,623.75	\$53,955.04
					\$53,955.04

# ATTACHMENT 1

## Year 3

Item #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
3	1.00	SCOUTCARE-T1	One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$55,623.75	\$53,955.04
					\$53,955.04

## Year 4

Item #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
4	1.00	SCOUTCARE-T1	One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$55,623.75	\$53,955.04
					\$53,955.04

## Year 5

Item #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
5	1.00	SCOUTCARE-T1	One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$55,623.75	\$53,955.04
					\$53,955.04

				<b>TOTAL: \$268,920.09</b>	
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This support contract runs from 4/1/2025 to 3/31/2030.

### Notes for Quotation:

If you have any questions concerning this quotation, please contact **David Bremson** at or email **dbremson@avtecinc.com**.

Please consult the attached document for more information on Avtec's Support Services as well as applicable Terms and Conditions.

To accept this quotation, sign and complete all required fields below:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Purchase Order Number\*: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Thank you for your business!