

Amendment No. 1  
 City of Napa 2013  
 Agreement No. 3123

City of Napa Contract Routing Slip – COUNCIL Approval Required

Requested By:	Chief Steve Potter
Department:	Police
Contact Name and Ext:	Jeff Troendly x7568
Contractor/Consultant:	Napa County
Name of Project:	Cooperative Joint Powers Dispatching Services Agreement

Prior to Council Action:	Initials:
1. Contract signed by Contractor/Consultant/Developer/Etc.	LB
2. Department Manager	LB
3. Contract to Risk Manager with insurance & insurance checklist	[Signature]
4. Contract to City Attorney's Office with insurance checklist	R
5. Contract to City Clerk's for Council Agenda of:	

After Council Approval on:	
6. Clerk's Office sends contract for City execution to: Mayor/City Manager	
7. City Auditor	[Signature]
8. Contract returned to City Clerk	UB

\* 3 originals

ok purchasing [Signature]

Resolution R2015-89 dated 7/21/15 approved

\* Please send two original copies to  
 Kim St. Clair Davis  
 1535 Airport Blvd.  
 Napa, CA 94558

CITY OF NAPA  
 CITY CLERK  
 2015 AUG 12 PM 12:13

**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 27<sup>th</sup> 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.

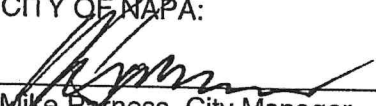
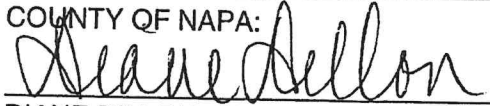

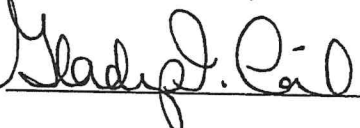
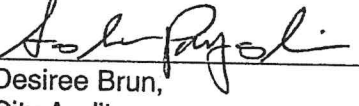

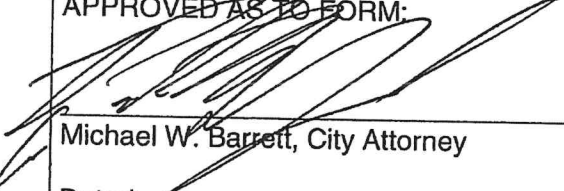
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

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.

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

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

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. *March* is dated this 7<sup>th</sup> 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 Peter Fer M PARNES  
(Signature)

Michael Parness, City Manager

(Type name and title)

ATTEST:

Dorothy Roberts  
(Signature) 3/20/17

Dorothy Roberts, City Clerk  
(Type name and title)

COUNTERSIGNED:

Sasha Payson  
(Signature)

Desiree Brun, City Auditor  
(Type name and title)

FOR SASHA PAYSON, 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: 3/17/2017

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. 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)*

Dorothy Roberts, City Clerk  
*(Type name and title)*

3/15/18

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:

Brad Wagenknecht  
(Signature)

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:

Aug Morgan  
(Signature)

Deputy Clerk of the Board  
(Type name and title)

Date: 4/10/18

Budget Code: 42151-34205

\*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-3"**  
**Rate for Service Per Year**

<b><u>Fiscal Year Rate</u></b>	<b><u>Rate</u></b>
<b>FY 2013/2014</b>	<b>\$1,739,796</b>
<b>FY 2014/2015</b>	<b>\$1,739,796</b>
<b>FY 2015/2016</b>	<b>\$1,791,989</b>
<b>FY 2016/2017</b>	<b>\$1,845,748</b>
<b>FY 2017/2018</b>	<b>\$1,919,578</b>

**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)

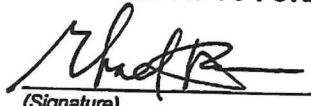
ATTEST:  
  
\_\_\_\_\_  
(Signature)

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:

Brad Wagenknecht  
(Signature)

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

ATTEST:

Louie Valdez  
(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:

Greg Morgan  
(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**

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

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).

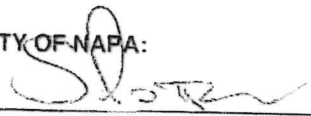
4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements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

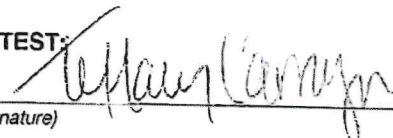
  
\_\_\_\_\_  
(Signature)

Steve Potter, City Manager  
(Type name and title)

COUNTY OF NAPA:

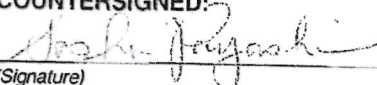
SEE PAGE 3  
\_\_\_\_\_  
(Signature)

ATTEST:

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

Tiffany Caranza, City Clerk  
(Type name and title)

COUNTERSIGNED:

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


Desiree Brun, City Auditor  
(Type name and title)

for SASHA PAVISHAK, 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

**ATTACHMENT 2**

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)

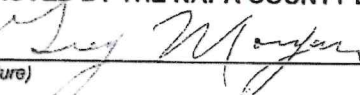
Jose Luis Valdez, Clerk of the Board of Supervisors  
(Type name and title)

**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

**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

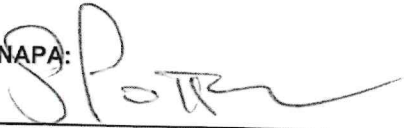
written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

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)

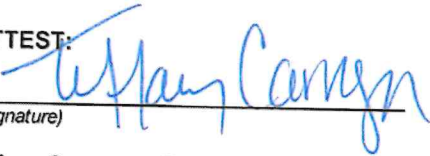
Steve Potter, City Manager

COUNTY OF NAPA:

SEE PAGE 3

(Signature)

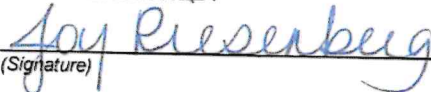
ATTEST:



(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

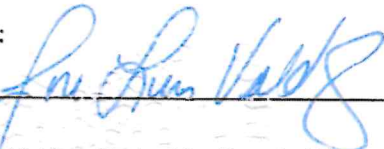
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

COUNTY OF NAPA:

  
(Signature)

Diane Dillon, Chair of the Board of Supervisors

ATTEST:

  
(Signature)

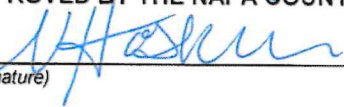
Jose Luis Valdez, Clerk of the Board of Supervisors

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

**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

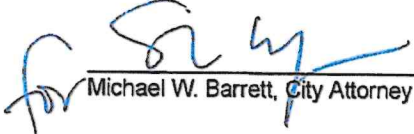
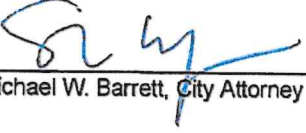
COUNTY OF NAPA:

  
\_\_\_\_\_  
Steve Potter, City Manager

\_\_\_\_\_  
SEE PAGE 3  
(Signature)

ATTEST:  
  
\_\_\_\_\_  
Tiffany Carranza, 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 17, 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

**AMENDMENT NO. 8 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT  
NAPA CITY AGREEMENT NO. C2013-363  
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 8 ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 170799B) is dated this 1st day of July, 2022, 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. 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; Amendment No 6 extended the Agreement for Fiscal Year 2020/2021 for 2,097,574; Amendment No 7 extended the Agreement for Fiscal Year 2021/2022 for \$2,160,501.

B. The parties would like to extend the Agreement for two (2) additional years, from July 1, 2022, through June 30, 2024.

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, 2024 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-8", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Years 2022/2023 and 2023/2024. All references to Exhibit "B-2" in the Agreement shall henceforth mean "Exhibit B-8" from the effective date of this Amendment. Thus, the total compensation payable to the City in accordance with this Amendment No.8 shall not exceed \$4,669,534.

4. **AMENDMENT.** When entering into the Agreement, the parties anticipated the future need and costs related to upgrade or replacement of the Records Management System (RMS) I/Leads. In 2020, the City's Napa Police Department received a NIBRS NCS-X grant from the U.S. Department of Justice to replace I/Leads RMS and implement a NIBRS complaint RMS. The grant covered the capital costs of the new system. The City and County jointly selected Mark43 RMS. The system will go live in late 2022. The Mark43 system is a Software as a Subscription model; the yearly subscription cost is \$154,546. Using the pro rata or proportional share of 38.51% set forth in Section 4(e) of the Agreement, the County share of the Mark43 RMS

yearly subscription is calculated to be \$59,916 and is hereby incorporated into Exhibit "B-8" of this Amendment No 8.

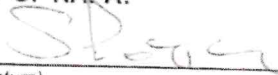
5. **ENTIRE AGREEMENT.** This Amendment (including the Agreement and all prior Amendments) comprises the entire integrated understanding between the parties concerning the services described in the Agreement and Amendments. This Amendment supersedes all prior negotiations, agreements and understandings 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. **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.

7. **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:**

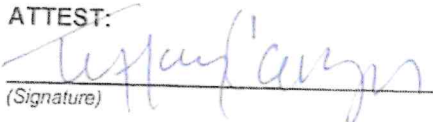
  
(Signature)

Steve Potter, City Manager

**NAPA COUNTY:**

SEE PAGE 3  
(Signature)

**ATTEST:**

  
(Signature)

Tiffany Carranza, City Clerk

**COUNTERSIGNED:**

  
(Signature)

Joy Riesenber, 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.

**NAPA COUNTY:**

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

Ryan Gregory, Chair of the Board of Supervisors

**ATTEST:**

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

Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

S. Darbinian  
(Signature)

Deputy County Counsel

**APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS:**

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

Deputy Clerk of the Board

Date: September 13, 2022

**Exhibit "B-8"**  
**Rate for Service Per Year and Mark43 Subscription**

<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
FY 2022/2023	\$2,236,119 Service
	\$59,516 Mark43 RMSFY
FY 2022/2023	\$2,295,635 Total
FY 2023/2024	\$2,314,383
	\$59,516 Mark43 RMS
FY 2023/2024	\$2,373,899 Total

**AMENDMENT NO. 9 TO COOPERATIVE JOINT POWERS DISPATCHING SERVICES AGREEMENT  
NAPA CITY AGREEMENT NO. C2013-363  
NAPA COUNTY AGREEMENT NO. 170779B**

This Amendment No. 9 to ("Amendment") to the Cooperative Joint Powers Dispatching Services Agreement (City of Napa No. C2013-363, Napa County Agreement No. 1707998) is dated this 1st day of July, 2024, 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; Amendment No 6 extended the Agreement for Fiscal Year 2020/2021 for \$2,097,574; Amendment No 7 extended the Agreement for Fiscal Year 2021/2022 for \$2,160,501; and Amendment No 8 extended the agreement for Fiscal Years 2022/2023 and 2023/2024 for \$4,669,534.

B. The parties would like to extend the Agreement for two (2) additional years, from July 1, 2024 through June 30, 2026.

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, 2026 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-9", attached hereto and incorporated here by reference, sets forth the rate at which County will pay City for compensation for services during Fiscal Years 2024/2025 and 2025/2026. All references to Exhibit "B" in the Agreement shall henceforth mean "Exhibit B-9", 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 \$27,007,388 (\$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; \$2,097,574 for Amendment No 6; \$2,160,501 for Amendment No 7; \$4,669,534 for Amendment No 8;) and \$5,029,227 for this Amendment No 9.

4. **AMENDMENT.** When entering into the Agreement, the parties anticipated the future need and costs related to upgrade or replacement of the Records Management System (RMS) I/Leads. In 2022, the Mark43 RMS system was implemented. The City and County jointly selected the Mark43 RMS system. A grant from the U.S. Department of Justice covered the capital costs of the new system. The Mark43 system is a Software as a Subscription model; the yearly cost is \$154,516. Using the pro rata or proportional share of 38.51% set for in Section 4(e) of the Agreement, the County share of Mark43 RMS yearly subscription is calculated to be \$59,916 and is hereby incorporated into Exhibit "B-9" of this Agreement No 9.

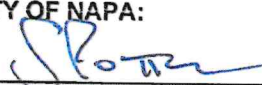
5. **ENTIRE AGREEMENT.** This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations,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

7. **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:**

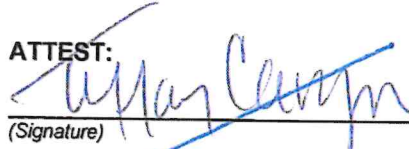
  
\_\_\_\_\_  
(Signature)

Steve Potter, City Manager  
(Type name and title)

**COUNTY OF NAPA:**

\_\_\_\_\_  
SEE PAGE 3  
(Signature)

**ATTEST:**

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

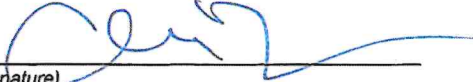
Tiffany Carranza, City Clerk  
(Type name and title)

**COUNTERSIGNED:**

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

Erika Leahy, City Auditor  
(Type name and title)


**APPROVED AS TO FORM:**

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

City Attorney  
(Type name and title)

Budget Code: 10021400-43420

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

**COUNTY OF NAPA:**  
  
\_\_\_\_\_  
(Signature)

Joelle Gallagher, Chair of the Board of Supervisors  
(Type name and title)

**ATTEST:**  
  
\_\_\_\_\_  
(Signature)

Neha Hoskins, 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)

Deputy Clerk of the Board  
(Type name and title)

Date: June 11, 2024

**Exhibit "B-9"**  
**Rate for Service Per Year and Mark43 Subscription**

<b><u>Fiscal Year Rate</u></b>	<b><u>Rate</u></b>
<b>FY 2013/2014</b>	<b>\$1,739,796</b>
<b>FY 2014/2015</b>	<b>\$1,739,796</b>
<b>FY 2015/2016</b>	<b>\$1,791,989</b>
<b>FY 2016/2017</b>	<b>\$1,845,748</b>
<b>FY 2017/2018</b>	<b>\$1,919,578</b>
<b>FY 2018/2019</b>	<b>\$1,977,165</b>
<b>FY 2019/2020</b>	<b>\$2,036,480</b>
<b>FY 2020/2021</b>	<b>\$2,097,574</b>
<b>FY 2021/2022</b>	<b>\$2,160,501</b>
<b>FY 2022/2023</b>	<b>\$2,236,119 Service</b>
	<b>\$59,516 Mark43 RMS</b>
<b>FY 2022/2023</b>	<b>\$2,295,635 Total</b>
<b>FY 2023/2024</b>	<b>\$2,314,383 Service</b>
	<b>\$59,516 Mark43 RMS</b>
<b>FY 2023/2024</b>	<b>\$2,373,899 Total</b>
<b>FY 2024/2025</b>	<b>\$2,406,958 Service</b>
	<b>\$59,516 Mark43 RMS</b>
<b>FY 2024/2025</b>	<b>\$2,466,474 Total</b>
<b>FY 2025/2026</b>	<b>\$2,503,237 Service</b>
	<b>\$59,516 Mark43 RMS</b>
<b>FY 2025/2026</b>	<b>\$2,562,753 Total</b>