

**AMENDMENT NO. 1 TO AGREEMENT NO. C2019-028**  
VIPER as a Service Emergency Telephone System

City Budget Code: 10021400-53210

This Amendment No. 1 (“**Amendment**”) to City Agreement NO. C2019-028, entitled VIPER as a Service Emergency Telephone Systems (“**Agreement**”), by and between the City of Napa, a California charter city (“**City**”) and West Safety Solutions Incorporated (“**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 19, 2019, for an amount not to exceed \$808,685, pursuant to which Consultant agreed to certain services described in the Agreement (“**Services**”), generally to include implementation, maintenance, and support of the 911 Dispatch Emergency Telephone System through FY 24/25.

B. City has determined that additional hardware was required during the implementation phase in 2019-2020. The additional cost was \$52,726.23. The parties desire to amend the Agreement to increase the Compensation total not-to-exceed of the Agreement to cover the final annual invoice of the agreement and cover any potential miscellaneous equipment replacement/repair needs that may occur during the remainder of the agreement.

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 (Exhibit “A”) in an amount not to exceed \$77,726.23. The cumulative total compensation payable to the Consultant will not exceed \$886,411.23 without prior written authorization from the City (based on \$808,685 for the original Agreement and any prior amendments thereto, plus \$77,726.23 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 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:**  
**CITY OF NAPA, a California charter City**

By: Steve Potter  
Steve Potter, City Manager

**CONSULTANT:**  
**West Safety Solutions Corp**

By: Joe Custer  
Joe Custer, Chief Financial Officer

Date: January 13, 2025 | 8:07:07 AM PST  
("Effective Date")

**COUNTERSIGNED:**

Liz Habkirk  
Liz Habkirk, Deputy City Auditor

**APPROVED AS TO FORM:**

Signed by:  
Christopher Diaz  
Chris Diaz, Interim City Attorney

Budget Code: 10021400-53210

**EXHIBIT "A"**

**SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE**

November 2019	
External Ringer Hardware 16 Port Digital I/O Controller (11)	
Contact Closures I/O Control - Per Position (11)	\$8,148.60
November 2019	
Adder Box Switch; Command & Control Keyboard/Mouse,	
4 port USB/Audio (19)	\$30,686.13
November 2020	
On site professional services hardware configuration	\$13,891.50
September 2024-June 2025	
Contingency for remainder of agreement	\$25,000.00