

AMENDMENT NO. 1 TO AGREEMENT NO. C2019-113

Dispatch Recording System

City Budget Code: 10021400-53210

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2019-113, Dispatch Recording System ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**") and Gosserco, 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 June 10, 2019, for an amount not to exceed \$160,000 pursuant to which Consultant agreed to certain services described in the Agreement ("**Services**"), generally to include implementation, maintenance, and support of the Dispatch Recording System into FY 24/25.

B. The parties desire to amend the Agreement to increase the Compensation in order to acquire an additional year of maintenance and support from the Consultant for the Dispatch Recording 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 \$15,000. The cumulative total compensation payable to the Consultant will not exceed \$175,000 without prior written authorization from the City (based on \$160,000 for the original Agreement and any prior amendments thereto, plus \$15,000 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.

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

CITY OF NAPA:

DocuSigned by:

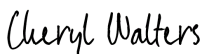

528482C8A1954B4...
Jennifer Gonzales, Police Chief

CONSULTANT:

DocuSigned by:


0E6F5076BF0F4EE...
Geoff Goin, President

DocuSigned by:


A8A4E6DA3927463...
Cheryl Waters, Secretary

Date: January 14, 2025 | 5:52:47 PM PST
("Effective Date")

COUNTERSIGNED:

DocuSigned by:


C4B0B7198847423...
Liz Habkirk, Deputy City Auditor

APPROVED AS TO FORM:

Signed by:


DD11B5B1F45F404...
Chris Diaz, Interim City Attorney

Budget Code: 10021400-53210

EXHIBIT "A"

SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE



Phone: Email: cnadeau@goserco.com Web: www.goserco.com

We have prepared a quote for you

**Eventide Dual NL740 EWP-Silver 24x7 Renewal
(2024-25)**

Quote #CN012546 v1

Prepared for
THE CITY OF NAPA - NAPA CENTRAL DISPATCH

Prepared by
Chris Nadeau



Friday, November 08, 2024

THE CITY OF NAPA - NAPA CENTRAL DISPATCH
Laurie Ziebarth
770 Jackson St
Napa, CA 94559
lziebarth@cityofnapa.org

Dear Laurie,

This is a Silver 24x7 Extended Warranty Plan (EWP) quote for maintenance & support effective for a period of **1-year** from **11/01/24** through **10/31/25**. It covers the listed equipment along with all associated clients, operational software, and integrations. Please see attached Agreement for specifics of coverage.

Goserco has put into effect an annual Extended Warranty Plan (EWP) Credit for this year. This provides a **2% credit** towards the Goserco portion of the next EWP for customers whose payments arrive at Goserco, Inc. offices on or before the start date of the coverage term. As an example, customers receiving this offer whose coverage start date is **11/01/24** and the payment is received on or before **that date** will receive the credit applied to their **2025-26** agreement. This plan has restrictions, and is not applicable to invoices for which other discounts apply.

If you have any questions or I can be of any assistance, please don't hesitate to let me know. Thank you!

A handwritten signature in blue ink, appearing to read 'Chris Nadeau'.

Chris Nadeau
Maintenance Contracts Administrator
Goserco HQ

Quote #CN012546 v1

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Phone:

Email: cnadeau@goserco.comWeb: www.goserco.com

EXTENDED WARRANTY PLAN

Eventide Dual NexLog 740 56-Channel Recording System

- 1-Year (11/01/24-10/31/25)
- Covered Equipment:
 - Eventide NL740 s/n: 740004795
 - Eventide NL740 s/n: 740004796
 - Synology RS818RP+ NAS s/n: 1940QCN124400

Products		Price	Qty	Ext. Price
CG-EWP-Silver 24x7	Annual Extended Warranty Plan - SILVER 24x7: Remote & depot only; 24x7x365. Parts & labor included. Full terms and conditions are available in the Goserco EWP Service Level Agreement.	\$13,844.25	1	\$13,844.25
Subtotal:				\$13,844.25



Phone: Email: cnadeau@goserco.com Web: www.goserco.com

Eventide Dual NL740 EWP-Silver 24x7 Renewal (2024-25)

Quote Information:	Prepared for:	Prepared by:
Quote #: CN012546	THE CITY OF NAPA - NAPA CENTRAL DISPATCH	Goserco HQ
Version: 1	770 Jackson St	Chris Nadeau
Delivery Date: 11/08/2024	Napa, CA 94559	480-964-8911 x5106
Expiration Date: 01/15/2025	Laurie Ziebarth	Fax 480-964-8912
	lziebarth@cityofnapa.org	cnadeau@goserco.com

Quote Summary		Amount
	Products	\$13,844.25
	Total	\$13,844.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

EWP - SLA

Extended Warranty Plan - Service Level Agreement

Type: **Voice Logging Recorder System**Plan: **SILVER 24x7** [24x7x365]7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)

Goserco, Inc. offers the following Service Level Agreement for extended warranty protection for, and covered services performed on, the listed equipment* installed at the **Napa Central Dispatch** ("Customer"). All parties agree to abide by the terms specified by this SLA.

TERM:

Coverage under this SLA begins at 12:01 am **11/01/24** and terminates at 11:59 pm **10/31/25**.

PROVIDED SERVICES:

1. **SERVICE REQUESTS:** Requests for technical support or service may be submitted to Goserco via:
 - a. **INTERNET:** The Goserco technical support portal at <https://secure.goserco.com/support>
 - b. **EMAIL:** The Goserco technical support email at tech.support@goserco.com
 - c. **TELEPHONE:** The Goserco service desk at 480-964-8911 (follow the prompts for technical support)
2. **RESPONSE TO SERVICE REQUESTS:** Response to service requests received through the methods above have a guaranteed initial response time as listed below. The initial response may be via the telephone with the Customer or remote access to determine the type and severity of the service request so that the appropriate response can be coordinated:
 - a. **STANDARD:** M-F 8 am-5 pm MST (excluding Goserco recognized holidays):
 - i. Initial response within 2 hours of receipt of the service request.
 - b. **AFTER-HOURS:** 24 hours a day, 7 days a week, 365 days a year, outside of Standard business hours:
 - i. Initial response according to the service request method and type of request:
 1. After-hours **EMERGENCY** requests must be made via the telephone by leaving a voice mail for the **on-call technical support personnel** by following the specific 'on-call' prompts on the Goserco technical support desk number.
 - a. A problem is considered an emergency if two or more channels are not recording.
 - b. Initial response within 4 hours of receipt of the service request.
 2. After-hours **NON-EMERGENCY** service requests may be submitted via the Internet, email, or by leaving a voice mail at the Goserco service desk.
 - a. Initial response on the next business day during Standard business hours.
3. **RESOLUTION OF SERVICE REQUESTS:** Service requests will be troubleshooted and resolved via:
 - a. **TELEPHONE:** Simple issues may be resolved by assisting the Customer over the phone to resolve the matter.
 - b. **REMOTE ACCESS:** The primary method of resolution is by the technician utilizing remote access means to access and work on the covered system directly.
 - c. **ON-SITE:** On-site services are NOT included in this SLA.
 - i. If troubleshooting efforts via the means above indicate an on-site response is required, a quote will be provided for the expenses related to providing the on-site services.
 - ii. Emergency on-site response is typically by the end of the next business day after the quote is approved by the Customer and is considered necessary when two or more channels of the covered system are not recording.
 - d. **DEPOT:** If remote access troubleshooting efforts indicate resolution can be accomplished by having the problematic part(s) shipped to the Goserco service depot for repair, the part(s) will be:
 - i. Uninstalled by Customer technical support staff, with over the phone guidance from Goserco as necessary, and shipped by the Customer to the Goserco service depot at Goserco expense. Goserco will provide the necessary shipping information to the Customer at the time the part is uninstalled.
 - ii. Following repairs to / replacement of the part(s), Goserco will ship the part(s) to the Customer at Goserco expense and assist the Customer staff over the telephone and via remote access to get the part(s) reinstalled and complete the problem resolution process.
4. **PARTS:** All parts originally installed by Goserco as part of the covered system are covered at 100%.
 - a. Only two DVD-RAM drives (if installed in the system) per SLA year are covered.
 - i. Additional drives will be replaced at actual cost, with no labor charge.

V.23.5.12

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EWP - SLA

Extended Warranty Plan - Service Level Agreement

Type: **Voice Logging Recorder System**Plan: **SILVER 24x7** [24x7x365]

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)

- b. Coverage for parts is contingent upon specific environmental and other requirements being met (see Terms and Conditions).
5. **UPDATES:** Manufacturer recommended or required recording application updates (service packs, hotfixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site at the technician's discretion.
 - a. Systems sold at or upgraded to a level that requires software subscriptions from the manufacturer will only be updated for as long as the Customer continues to pay for the required software subscriptions. Said software subscriptions are normally included in the cost of this EWP SLA and will be included on the covered equipment list*.
 - b. In the event a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media if required).
6. **TRAINING:** As needed, new employee and annual refresher recording system training are provided.
 - a. Training will be conducted via remote access.
 - b. This is in addition to the training sessions provided during the initial system acceptance period.
 - c. Prior coordination and scheduling are required.
7. This SLA provides coverage for the listed system only. Peripherals (i.e.: reproducer workstations, label printers, UPS equipment, etc.) are not covered unless specified and agreed upon by both parties, and specifically listed on the equipment list*.

TERMS AND CONDITIONS:

1. Unless agreed upon by both parties prior to the Term beginning date, this SLA is to be paid in full by the Customer on or before the Term start date.
2. All requests for technical support or service must include direct call-back contact information. The Customer must indicate, in writing, the person(s) authorized to call for service, and the person(s) authorized to receive administrative system passwords, if such security is desired. Failure to provide and keep current an authorized contact list indicates the Customer agrees and authorizes that any calling party from their organization may receive such services or information.
3. The covered system must be always connected to appropriate power from an Uninterruptible Power Supply (UPS). Absence of, or lack of appropriate maintenance to, the appropriate UPS power will void coverage of the system.
4. Remote access to the covered system is required. This can be via dial-up, or the Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status.
 - a. Goserco is not responsible for any delay due to a holdup in the Customer establishing remote access to the system. The Customer is responsible for providing all remote access site-specific details and any special remote access client software (when required).
 - b. In the event remote access is only granted on a case-by-case, or temporary basis, the Customer is responsible for establishing the availability of the remote access (connecting phone line, enabling remote access, etc.).
 - c. Should the Customer permanently remove remote access during the term of this SLA, Goserco may immediately move the Customer to the most similar 'on-site only' EWP and bill the Customer the pro-rated amount for that SLA increase.
5. The Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
6. The Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.
7. For any on-site services, the Customer is responsible to ensure the Goserco technicians have appropriate and timely access to the job site for the duration of the site visit.

V.23.5.12

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EWP - SLA

Extended Warranty Plan - Service Level Agreement

7165 East University Drive

Suite 180

Type: **Voice Logging Recorder System**

Mesa, AZ 85207

Plan: **SILVER 24x7** [24x7x365]

480.964.8911

For technical support: <https://secure.goserco.com/support>, tech.support@goserco.com or 480-964-8911 (follow prompts for Service/Technical Support)**EXCLUDED SERVICES:**

1. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
2. Relocating any parts of the covered system, adding/removing components, system reconfiguration due to changes in the Customer equipment/environment, and/or installation of additional clients that require an on-site response.
3. Repairs due to any power problem or acts of nature regardless of cause (I.E., vandalism, negligence, misuse, intentional or accidental damage, power surge, fire damage, water damage, lightning strikes, etc.). All service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates.
 - a. Additionally, any damage due to power problems or acts of nature voids the parts' warranty protection.
4. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
5. Any internal networking configuration, problems, or modifications that may affect the covered system (such as restrictive domain policies), or the ability of remote clients to connect properly to the covered system.
6. Windows Updates and virus protection. These are the responsibility of the Customer with Windows-based systems.
 - a. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
7. Hardware upgrades or release-level software version upgrades in system or application software, unless part of a current manufacturer paid subscription service.

LISTED EQUIPMENT*:

MAKE	MODEL	SERIAL NUMBER	QTY	COMMENTS
Eventide	NexLog 740	740004795	1	56 channels
Eventide	NexLog 740	740004796	1	
Synology	RS318RP+ NAS	1940QCN124400	1	

EXTENDED WARRANTY PRODUCTS:

ITEM	COMMENTS	PRICE	QTY	AMOUNT
OG-EWP-Silver 24x7	Annual EWP: Remote & depot only, 24x7x365, P&L Incl.	\$ 13,844.25	1	\$ 13,844.25
				\$ -
				\$ -
TAX				\$ -
TOTAL				\$ 13,844.25

Goserco, Inc.	Chris Nadeau	Customer Name	Napa Central Dispatch
Authorized Signature		Authorized Signature	
Today's Date	05/29/24	Today's Date	

Annual Extended Warranty Plan Credit



7165 E University Drive Ste. 180
Mesa, AZ 85207
(800) 285-0108 / (480) 964-8911
cnadeau@goserco.com x5106



RENEWED for 2024!

Goserco, Inc. is happy to announce extension of our EWP Credit Plan for all Extended Warranty Plan (EWP) customers in 2024 whose annual payment is received at Goserco, Inc. offices by the date in which an Extended Maintenance Agreement becomes effective.

Once received on time, Goserco will apply this credit to the next annual invoice for an EWP, whether for new equipment or for renewal of existing systems.

This credit is equal to **2%** of the Goserco Extended Warranty Plan portion of an annual contract to the next annual contract.

FINE PRINT

Good for up to 13 months from the current EWP due date for existing systems, or up to 25 months for contracts on replacement systems purchased from Goserco (when there is no lapse under either an EWP agreement or new machine warranty). Does not apply to maintenance fees paid to manufacturers, to sales tax, or to systems billed for periods shorter than 9 months. Does not apply to EWP contracts for which other discounts have been applied. Funds sent via ACH or any electronic fund transfer must be deposited into the Goserco account by the start date of the EWP term, not merely initiated by that date. This EWP Credit Plan offer expires 12/31/2024.

EXAMPLE: if your due date is July 1st, and payment is received by July 1st, Goserco will credit your Extended Warranty Plan (EWP) invoice for the following year (or for the 1st year following the new machine warranty, for new systems)

Please contact our Maintenance Contract Administrator (Chris Nadeau) via phone (480) 964-8911 x5106 or email cnadeau@goserco.com to request a Service Level Agreement for a detailed description of what each Maintenance and Warranty Plan covers, or for further information on the 2% credit offer with maintenance payments by the due date.