

**NAPA COUNTY AGREEMENT NO. 200191B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200191B is effective as of this 21st day of April, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and whose mailing address is 1125 Third Street, Napa, CA 94559, and STATUS ELECTRICAL CORPORATION, a company incorporated in the State of Washington, whose mailing address is 2669 Deacon Street, Abbotsford BC V2T 6L4, hereinafter referred to as “CONTRACTOR”. COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about November 19, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200191B (hereinafter referred to as the “Agreement”) for CONTRACTOR to provide COUNTY with maintenance and support of the Napa County Department of Corrections’ downtown jail security system; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to replace the original security software and hardware described in the original Agreement No. 200191B with the Milestone X Protect Professional 2017 R17 DVMS hardware and software system, to extend the term of the agreement from June 30, 2022 to June 30, 2025, to increase the contract maximum from two hundred fifty thousand dollars (\$250,000) to three hundred fifteen thousand two hundred seventy thousand dollars (\$315,270), to remove the automatic renewal clause, and to provide additional maintenance and support of the downtown jail security system.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (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 the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to

the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Exhibit A is hereby replaced with Exhibit A-1, attached hereto and incorporated by reference as set forth herein and all references in the Agreement to Exhibit “A” shall be deemed to refer to “Exhibit A-1,” commencing April 21, 2022 and for three additional renewal terms expiring on June 30, 2025.
3. Exhibit B is hereby replaced with Exhibit B-1 attached hereto and incorporated by this reference as set forth herein and all references in the Agreement to Exhibit “B” shall be deemed to refer to “Exhibit B-1,” commencing April 21, 2022 and for three additional renewal terms expiring on June 30, 2025.
4. Paragraph 3 Compensation is amended to read in full as follows:

Compensation.

- (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work COUNTY shall pay CONTRACTOR at the fixed prices set forth in Exhibit “B-1,” attached hereto and incorporated by reference herein.
 - (b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit “B-1.”
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payment under this Agreement shall be a total of THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED SEVENTY DOLLARS (\$315,270.00) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to Agreement No. 200191B as of the date first above written.

STATUS ELECTRICAL AUTOMATION SYSTEMS

By _____
KEITH FALARDEAU, President

By _____
RITA NIEHAUS, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> County Counsel</p> <p>Date: <u>4/7/2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

- Supply and install new servers and storage appliances
- Install Milestone X-Protect Corporate DVMS on all servers
- Configure servers and storage
- Modify and test Indusoft API to function with X-Protect Corporate (for touchscreen integration)
- Install new Milestone viewer client on each of the existing viewer stations
- Import and configure existing cameras & setting from the existing Milestone system
- Set-up views on all client workstations.
- Final test & clean-up

CONTRACTOR shall provide COUNTY with the following products and support:

Milestone X-Protect Corporate which ~~e/w~~ comes with

- 219 camera connection licenses
- 3 year Milestone Care Plus

Arxys Storage

- Two nodes consisting of:
 - One server
 - One 60 Bay JBOD using 14TD drives providing 595 TB usable per node

Support

- 5 years advanced parts replacement and/or return to factory for repairs.
- Support is remote/on-line. 4 hours/month non-accumulating. Customer to provide the labor to assist in diagnosis, ship or install replacement parts

I. DESCRIPTION OF SERVICES

The Security Electronics (SE) components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the COUNTY’s downtown jail.

CONTRACTOR’s personnel shall be factory trained to install and service the components of the SE system.

CONTRACTOR shall be responsible for installing and managing the Milestone X-Protect Professional 2017 R17 DVMS, which is comprised of the following hardware/software components:

- Security Electronics
 - Server/Workstations

- PLC System
 - Schneider M580 Redundant PLC
 - Remote IO Rm 002, Remote IO Rm 028, Remote IO Rm 102
 - Remote IO Rm 119, Remote IO Rm 151, Remote IO Rm 252
 - Remote IO Rm 268, Remote IO Rm 345, Remote IO Rm 354
 - Remote IO Rm 3N
- Intercom System
 - Harding DXL Intercom system
 - DCC Rm 028, DCC Rm 102, DCC Rm 119
 - DCC Rm 151, DCC Rm 252, DCC Rm 268
 - DCC Rm 245, DCC Rm 354
- Indusoft - Web Studio HMI
 - Primary Console
 - Secondary Console
- DVMS (CCTV System)
 - Milestone X-protect Corporate covered under proposal for system upgrade
- Network
 - Cisco 3850

Support Scope

Bi-Annual Online System Analysis

- CONTRACTOR shall provide online system analysis with ability to monitor or check issues over COUNTY WAN Maintenance line.
- CONTRACTOR shall manage a Current Mirror HMI Server System at CONTRACTOR's office to provide technical support
- CONTRACTOR shall collect and store system backups (off site) for additional system recovery.
- CONTRACTOR shall provide analysis and support and shall report and advise COUNTY with respect to the following items:
 - 1) HMI System
 - Windows / Application software:
 - CONTRACTOR shall perform system diagnostic checks on the operating system and application software.
 - CONTRACTOR shall backup software.
 - 2) PLC Hardware / Firmware:
 - CONTRACTOR shall perform system diagnostic checks of the CPU and IO fault tables
 - 3) DVMS System
 - Windows / Application software:
 - CONTRACTOR shall perform system diagnostic checks on the operating system and application software.
 - CONTRACTOR shall backup software.
 - NAS array:
 - CONTRACTOR shall perform system diagnostic checks on the operating system and application software
 - 4) Aveva (Indusoft)

- o Extend SMA 3 years
- 5) Intercom System
 - Hardware / Software:
 - o CONTRACTOR shall check diagnostic logs

On Call Emergency Technical support

Telephone / Email / WAN support

- o CONTRACTOR shall provide 24/7 emergency technical support (hot line)
- o CONTRACTOR shall with best efforts provide the following response times:
 - Initial contact - under 4 hours
 - WAN or phone tech support for action – under 6 hours
- o 8 hours of emergency technical support per month, non-accumulating month to month, is included under the terms of this Agreement,
 - Minimum 2 hour increments are assessed per occurrence to the maximum 8 hour limit

Additional emergency technical support shall be provided by CONTRACTOR for \$130.00, with a minimum 4 hour charge per occurrence.

Extended Hardware / Software support

Milestone Care plus service maintenance agreement through June 30, 2025

- Covered under system upgrade project
- Covers post June 2022 upgraded Milestone software and hardware only

Archiver and Storage Gold support / extended warranty (DVMS NAS and Servers)

- o CONTRACTOR shall provide online manufacturers support ~~5x9~~ 5 days a week, 8 hours/day
- o Covers post June 2022 upgraded Milestone software and hardware only

Support (Pre July 2022 equipment/software)

All requested support of original Milestone servers prior to July, 2022 will be billed hourly on time and material basis. 5 days a week, 8 hours/day only, \$130.00 per hour, with a minimum 4 hour charge per occurrence.

Central Control Hardware Refresh

CONTRACTOR shall provide a replacement for the two computers that control door access in COUNTY's downtown jail's central control. CONTRACTOR shall also upgrade the downtown jail's security software to the current version of Indusoft, now called Aveva Wonderware.

On Site Tech Support

CONTRACTOR shall provide on-site technical support upon request by COUNTY.

EXHIBIT “B-1”

COMPENSATION

Service Description

Amount

Bi-annual On Line System Analysis, through June 30, 2025	\$ 11,750.00
On Call Technical support, through June 30, 2025	
Additional support \$130/hour - 2 hour minimum	\$ 48,500.00
Central Control Hardware Refresh	\$ 12,000.00
Total Cost Security Electronics System Support	\$ 72,250.00
Replacement of the Milestone X-Protect Professional 2017 R17 DVMS software and hardware and 1 year storage	\$ 236,570.00

Milestone X-Protect Professional 2017 R17 DVMS Breakdown:

Qty		Description	Each	Total	
-219	Each	X-protect Professional	\$ 104.30	\$ (22,841.70)	Credit for existing connection licenses provided by Milestone due to upgrade
-1	Each	X-protect Professional BL	\$ 349.30	\$ (349.30)	Credit for existing base license provided by Milestone due to upgrade
-219	Each	X-protect professional 1 yr Care Plus	\$ 18.90	\$ (4,139.10)	Credit for existing Care Plus support provided by Milestone due to upgrade
-1095	Each	X Protect professional 1 month	\$ 1.61	\$ (1,762.95)	Credit for existing 5 months Care Plus support provided by Milestone due to upgrade
1	Each	X-Protect Corporate BL	\$ 2,228.10	\$ 2,228.10	Cost of new base license
219	Each	X-Protect Corporate DL	\$ 230.30	\$ 50,435.70	Cost of new connection licenses
1	Each	X-Protect 3yr Care Plus BL	\$ 871.50	\$ 871.50	Cost of 3 yr Care Plus on the system
219	Each	X-Protect 3yr Care Plus DL	\$ 91.00	\$ 19,929.00	Cost of 3 yr Care Plus on each connection
2	Each	Milestone Training	\$ 3,000.00	\$ 6,000.00	Cost to Milestone to re-certify 2 Status Techs
		Milestone Total		\$ 50,371.25	
1	Each	Mark-up	15%	\$ 7,555.69	
		Milestone Total		\$ 57,926.94	
1	Each	Arxys Total	\$ 97,471.50	\$ 97,471.50	Arxys quote for 2 new servers, 2 new JBODs & 5 years support
1	Each	Shipping	\$ 3,000.00	\$ 3,000.00	Shipping allowance. These items are large and heavy
1	Each	Mark-up	15%	\$ 15,070.73	
		Arxys Total		\$ 115,542.23	
		Material Total		\$ 173,469.16	
80	Hrs	Labor Field Install Equipment	\$ 120.00	\$ 9,600.00	Labor for Status Technician to install equipment on site
1	Each	Labor Field Electrical modifications	\$ 1,500.00	\$ 1,500.00	Labor & material allowance to provide additional power to racks from Emergency panel.
1	Each	Misc wiring materials	\$ 250.00	\$ 250.00	
10	Days	Labor Field Expenses	\$ 150.00	\$ 1,500.00	Daily travel expense allowance for Status tech to and from Sacramento
5	Each	LOA	\$ 250.00	\$ 1,250.00	Allowance for Status PM to assist on site for cutover
2	Each	Travel	\$ 750.00	\$ 1,500.00	
40	Hrs	Milestone Software conversion	\$ 120.00	\$ 4,800.00	Programming time to import old configuration into new Milestone Corporate
16	Hrs	Install Milestone viewer client (10)	\$ 120.00	\$ 1,920.00	Installation time to install new viewer client on each of the jail computers
120	Hrs	Indusoft/Milestone API	\$ 120.00	\$ 14,400.00	Programming and testing time to configure new Milestone API to operate with

		conversion			existing door control computers
40	Hrs	Project Management	\$ 120.00	\$ 4,800.00	Project management time including purchasing, coordination, testing and documentation
36	Hrs	Support	\$ 600.00	\$ 21,600.00	Status remote tech support allowance during cut-over & start-up.
		Labor Total		\$ 63,120.00	
		Proposal Price		\$ 236,570.00	

Additional on-site technical support work and travel \$130/hr
Travel expenses from Seattle or Vancouver, plus 10%, per diem and vehicle rental \$250/day.
CONTRACTOR shall provide detailed invoices and attach all detailed receipts for reimbursement for any travel expenses. COUNTY may withhold any compensation due to CONTRACTOR's failure to provide detailed documentation of travel expenses. Per Diem reimbursed at actual location based rates.

Contract Maximum Not To Exceed **\$315,270.00**

Pricing firm for acceptance for 30 days
Pricing for extended warranty subject to change and confirmation Net 30 days payable at commencement of coverage.
Taxes additional where applicable

EXHIBIT "C"**[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]

[Street Address]

[City, ST ZIP Code]

FOR:

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					