

**NAPA COUNTY AGREEMENT NO. 200191B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 200191B is made and entered into as of this 5th day of May, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and STATUS ELECTRICAL CORPORATION, A COMPANY INCORPORATED IN THE State of Washington, who's 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 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, on April 21, 2022, the Agreement was amended 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: and

WHEREAS, on July 22, 2025, the contract was amended to modify the scope of work, extend the term of the Agreement, and reduce the maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No. 200191B to increase the maximum compensation.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 200191B as follows:

1. Paragraph 3(c) of the Agreement is amended to read in full as follows:

Compensation.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payment under this Agreement shall be a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for professional services per fiscal year, provided, however, that such amount shall not be

construed as guaranteed sums and compensation shall be based upon services actually rendered and reimbursable expensed actually incurred.

- 2. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Amendment No. 3 of Napa County Agreement No. 200191B as of the date first above written.

STATUS ELECTRICAL CORPORATION

By 
KEITH FALARDEAU, President

By 
RITA NIEHAUS, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
AMBER MANFREE, Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u></p> <p>_____ County Counsel</p> <p>Date: <u>4/21/26</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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