

**NAPA COUNTY AGREEMENT NO. 170498B  
AMENDMENT NO. 2**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 to NAPA COUNTY AGREEMENT NO. 170498B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CSI TELECOMMUNICATIONS, INC., a California corporation, whose mailing address is Six Hamilton Landing, Suite 170, Novato, CA 94949, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170498B (the "Agreement") on July 1, 2016, in order to receive Public Safety Radio Systems engineering/frequency coordination, licensing and related services; and

**WHEREAS**, COUNTY and CONTRACTOR amended the Agreement on May 19, 2020 to extend the term date of the Agreement and replace Exhibit "B" in its entirety with Exhibit "B-1" to revise the costs breakdown; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to further amend the Agreement to revise the Scope of Work and replace Exhibit "A" in its entirety with Exhibit "A-1" and replace Exhibit "B-1" in its entirety with Exhibit "B-2" to further revise the costs breakdown.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 Scope of Services is amended to read in full as follows:
  2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto and incorporated by reference herein.
2. Subsection (c) of Paragraph 3 Compensation is amended to read in full as follows:
  3. **Compensation.**
    - (c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of FIFTY THOUSAND DOLLARS (\$50,000.00) for professional services and expenses, per fiscal year; 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.

3. Exhibit "A" is replaced in its entirety by Exhibit "A-1" attached hereto and incorporated by reference herein, and all references to Exhibit "A" shall be construed as referring to Exhibit "A-1" as of the effective date of this Amendment.

4. Exhibit "B-1" is replaced in its entirety by Exhibit "B-2" attached hereto and incorporated by reference herein, and all references to Exhibit "B-1" shall be construed as referring to Exhibit "B-2" as of the effective date of this Amendment.

5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and subsequently amended.

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SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

CSI TELECOMMUNICATIONS, INC.

DocuSigned by:  
 By Catherine F. Newman  
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**CATHERINE F. NEWMAN, President**

DocuSigned by:  
 By Catherine F. Newman  
 C8EB33DB3FC64F4...  
**CATHERINE F. NEWMAN, Chief Financial Officer**

“CONTRACTOR”

NAPA COUNTY, a political subdivision of  
 the State of California

By \_\_\_\_\_  
**ALFREDO PEDROZA, Chair**  
**Board of Supervisors**

“COUNTY”

<p>APPROVED AS TO FORM          Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u>          County Counsel</p> <p>Date: <u>November 4, 2021</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:

#### **DESCRIPTION OF SERVICES (to include, but not limited to)**

##### **I. RADIO FREQUENCY ENGINEERING SUPPORT AND LICENSING ADMINISTRATION**

- a. Radio frequency coordination, permitting, application, selection, radio site construction period filing, monitoring of all COUNTY microwave and land mobile radio frequency licensing;
- b. Resolution of radio frequency interference reports or complaints against COUNTY;
- c. Creation and/or filing of radio frequency interference reports with the Federal Communications Commission (FCC) on behalf of COUNTY;
- d. Radio frequency coordination for application of new frequencies or changes to existing frequencies;
- e. Monitor, locate, coordinate and resolve radio frequency interference;
- f. Provide radio frequency and system performance or usage analysis;
- g. Provide radio or microwave infrastructure engineering;
- h. FCC Part 90 radio frequency license monitoring, protection, and licensing services;
- i. FCC Part 101 Microwave frequency protection services;
- j. Preparation and electronic filing of FCC applications;
- k. Preparation of other FCC documents and filings as directed by COUNTY;
- l. Radio systems engineering including but not limited to Simulcast systems design and proof of performance.

##### **II. DISTRIBUTED ANTENNA SYSTEM POLICY SUPPORT AND TECHNICAL EVALUATIONS**

- a. Update County guidelines for vendors and building owners regarding the design, implementation, and testing of Distributed Antenna systems (DAS). If needed, assist in the creation of a database of Bidirectional Amplifiers (BDAs) active within the County.

- b. Review DAS engineering designs and construction plans submitted to the Authority Having Jurisdiction (AHJ) or other City/County departments as applicable.
- c. Advise the County on resolving interference issues caused by Bidirectional Amplifiers, including but not limited to providing directional finding services to locate the source of the interference and assisting the County when needed to engage the FCC.
- d. Assess any interference mitigation measures proposed by contractors or building owners.
- e. Conduct certification testing of Distributed Antenna Systems within the County.
- \* Due to the unknown number of DAS involved, CSI cannot ascertain a not-to-exceed estimate for this work. Services will be billed per our current contracted rate with the County on a time and expenses bases.
- \* CSI will directly pay the necessary Frequency Coordination Fees (**without markup**) to RadioSoft required by the Federal Communications Commission to file the County's license applications. RadioSoft fee schedule attached in Exhibit B-2

<b>RADIOFAST DESCRIPTION OF FREQUENCY COORDINATION SERVICES</b>
VHF Low Band Per Frequency Per Location New or Modified Frequency
VHF High Band Per Frequency Per Location New or Modified Frequency
UHF Frequency Per Pair Per Location New or Modified Frequency
Minor Modifications Per License (Includes Emission Designators for 800MHz)
Inter-Service Fee Billed Back to Applicant Per Frequency Per Location

**III. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report

**EXHIBIT “B-2”****COMPENSATION AND EXPENSE REIMBURSEMENT**

<b>PROFESSIONAL SERVICES</b>		
<b>Engineering Services</b>	not to exceed	\$225 per hour
<b>*EXPENSE REIMBURSEMENT</b>		
<b>Travel and Related Expenses</b>	not to exceed	\$2,000
*All travel and related expenses including a 15% administrative fee shall be preapproved by the Chief Information Officer before incurrence.		

**RADIOSTF FEE SCHEDULE**

- I. Prices are currently fixed by RadioSoft as listed below**
- II. CSI will provide RadioSoft invoices to Napa County for reimbursement, however CSI has no ability to affect any changes that may be made to RadioSoft's Fee Schedules.**

<b>FREQUENCY COORDINATION FEE SCHEDULE</b>	
VHF Low Band Per Frequency Per Location New or Modified Frequency	\$230.00 <sup>1</sup>
VHF High Band Per Frequency Per Location New or Modified Frequency	\$230.00 <sup>1</sup>
UHF Frequency Per Pair Per Location New or Modified Frequency	\$230.00 <sup>1</sup>
Minor Modifications Per License (Includes Emission Designators for 800MHz)	\$100.00 <sup>2</sup>
Inter-Service Fee Billed Back to Applicant Per Frequency Per Location	\$100.00 <sup>6</sup>

**FEE TERMS AND CONDITIONS**

- Frequency Coordination fees are assessed on a per frequency (VHF) or per pair (UHF/700MHz/800MHz) per location basis. The initial charge for a new VHF pair is \$460.00 while a new UHF pair is \$230.00.
- Minor modifications include the increase of Mobile units, increase in Control Station (FX1) units that meet the 6.1 meter (20 feet) rule as well as corrections to the licensee's mailing address or contact information. If minor changes are being made to technical data (locations, antennas, frequencies, etc.), please contact us for a price quote. Minor modifications now also include the reduction in bandwidth only for emissions plus ANY emission designator changes for 800MHz.
- When requesting new or certain modified frequencies, AASHTO may have to borrow frequencies and obtain clearance to use those frequencies from another frequency coordinator. This fee is passed onto the frequency coordination customer with no mark up. Should the fee change during the term of this agreement, CONTRACTOR will notify COUNTY via email.

<b>Contract Maximum, Per Fiscal Year, Not to Exceed</b>	<b>\$50,000</b>
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