

**NAPA COUNTY AGREEMENT NO. 230037B
AMENDMENT NO. 3**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 230037B is made and entered into as of this _____ day of _____ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and HCI SERVICES, INC., a California corporation, whose business address is 1354 S. Parkside Place, Ontario, CA 91761, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, by Napa County Agreement No. 230037B entered into as of June 21, 2022, (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide annual monitoring, testing, inspection and maintenance of fire alarms located in COUNTY owned or operated buildings; and

WHEREAS, on November 8, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services.

WHEREAS, on March 14, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase maximum compensation to accommodate the need for additional non-routine services.

TERMS

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

1. Exhibit “B-2” of the Agreement is rescinded and replaced in full by the document entitled Exhibit “B-3”, incorporated herein, and all references in the Agreement to Exhibit “B”, “B-1”, and “B-2” shall mean Exhibit “B-3”.
2. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-3” attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as follows; 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.

Fiscal Year	Routine	Non-Routine	Annual Total
FY22/23	\$49,220	\$120,000	\$169,220
FY23/24	\$49,220	\$50,000	\$99,220
FY24/25	\$49,220	\$25,000	\$74,220
FY25/26	\$49,220	\$25,000	\$74,220
FY26/27	\$49,220	\$25,000	\$74,220

3. **Counterparts.** This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

4. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

5. Except as provided in paragraphs 1 through 4 above, the terms and provisions of the Agreement shall remain in full force and effect.

[Remainder of page left blank intentionally; signature page follows.]

IN WITNESS WHEREOF, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

HCI SERVICES, INC.

By: *Drew Turner*
DREW TURNER, President

By: 
CARLA ROBLES, Controller

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS, Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Jason M. Dooley</i></u> Deputy County Counsel</p> <p>Date: <u>May 8, 2023</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 "B-3"**COMPENSATION**

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing / Inspection Cost
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes	\$360	\$2,560
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes	\$360	\$640
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes	\$360	\$640
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes	\$360	\$640
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes	\$360	\$640
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes	\$360	\$640
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes	\$360	\$320
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local		\$640
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes	\$360	\$640
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes	\$360	\$640
Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes	\$360	\$2,560
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local		\$320
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2		\$320
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)	\$900	\$320
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2		\$320
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	50+/-	unknown	Yes	\$360	\$1,280
Careros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes	\$360	\$640
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes	\$360	\$1,280
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes	\$360	\$2,560

JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local		\$3,840
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes	\$360	\$3,840
New Jail	1125 Third St.	Notifier 1010	260	60,000	No - Monitored local		\$3,840
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	unknown	Yes	\$360	\$3,840
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes	\$360	\$3,840
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes	\$360	\$1,600
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes	\$360	\$1,280
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes	\$360	
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes	\$360	
Building A - ITS Cold Room	2751 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building B - ITS Cold Room	2752 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	
Building 4 - ITS Cold Room	2753 Napa Valley Corporate Dr.	RHINO 10-050 SERIES	NA	NA	Yes	\$360	

Sub Total Annual Cost TOTAL ANNUAL COST	\$9,540	\$39,680
	\$49,220	

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All Pricing in the above chart shall be on an annual basis

Non-Routine and Emergency Services: Contract may include up to \$120,000 for fiscal year 22/23, \$50,000 for fiscal year 23/24, and \$25,000 per fiscal year in years 3-5 for non-routine and emergency services at the hourly rate listed below, plus parts.

Hourly Rate for Maintenance and Service is \$180
Discount off List Price for Parts is 10%

Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage