

**NAPA COUNTY AGREEMENT NO. 200191B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200191B is made and entered into as of this 22nd day of July 2025, 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, 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;

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 renewals clause, and to provide additional maintenance and support of the downtown jail security system; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend Agreement No. 200191B to modify the scope of work, extend the term of the Agreement, and reduce 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. 230117B 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, 2028, 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). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "A-1" shall mean Exhibit "A-2" attached to Amendment No. 2 and incorporated by this reference.
3. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 2 and incorporated by this reference.
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-2," 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-2."
 - (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; 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.
5. 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. 2 of Napa County Agreement No. 200191B as of the date first above written.

STATUS ELECTRICAL CORPORATION

By



KEITH FALARDEAU, President

By Rita Niehaus
RITA NIEHAUS, Chief Financial Officer

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S.</u> <u>Utsurogi</u> County Counsel</p> <p>Date: <u>6/13/25</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ 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-2"
SCOPE OF WORK



Corporate Office
2669 Deacon Street
Abbotsford BC V2T 6L4
(604) 859-1892

Aldergrove Automation Office
100 -- 3193 262nd Street
Aldergrove BC V1W 2Z6
(604) 859-8470

Seattle District Office
14900 Interurban South, Suite 271
Seattle WA 98168
(877) 859-1892

Napa County Jail

Security Electronics and DVMS System Support Update R2 June 11, 2025

July 1, 2025 – June 30, 2030

The Security Electronics (SE) components as described following are configured and programmed to provide for a total "Integrated" solution – managing the security at the Napa County Jail

Status Automation personnel have been factory trained to install and service the components of the SE system.

Hardware / Software under support

- 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)
 - Server/Archivers (2)
 - Hardware extended warranty
 - 2 x 641 TB NAS Storage
 - 2 x Archive Server
 - Video Viewers(9)
 - County supplied
 - Milestone DVMS Software
 - Milestone Care Plus support
- Network
 - Cisco 3850

COMPENSATION



Bi-Annual On Line System Analysis

- Provide on line system analysis with ability to monitor or check issues over County WAN Maintenance line.
 - Note: County WAN / teamviewer workstation must be maintained functional for the system analysis and support to be possible
 - Manage a Current Mirror HMI Server System at Status' Engineering Office to provide technical support
 - Collect and store system backups (off site) for additional system recovery.
 - Provide analysis support report and advise
- 1) HMI System
 - Windows / Application software:
 - perform system diagnostic checks on the operating system and application software.
 - Backup software.
 - 2) PLC Hardware / Firmware:
 - Perform system diagnostic checks of the CPU and IO fault tables
 - 3) DVMS System
 - Windows / Application software:
 - perform system diagnostic checks on the operating system and application software.
 - Backup software.
 - NAS array:
 - perform system diagnostic checks on the operating system and application software
 - 4) Intercom System
 - Hardware / Software:
 - check diagnostic logs

Total Cost for Bi-annual On Line System Analysis for period of 1 year	\$ 1,680.00
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OnCall Emergency Technical support

Telephone / Email / WAN support

- o Provide 24/7 emergency technical support (hot line)
- o Response time:
 - Initial contact - under 4 hours
 - WAN or phone tech support for action – under 6 hours
 - Allowance of 4 hours / month, minimum 2 hour increments
 - Non accumulating month to month
 - Additional support \$140.00/ hour minimum 2 hour charge

Tech phone support for period of 1 year	\$10,320.00
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Archiver and Storage Gold support / extended warranty (DVMS NAS and Servers)

- On line manufacturers support 5x9

- o Advance replacement of hard drives
- o On site support after customer diagnostics if applicable

Currently, the Video equipment has 2 years of support remaining (2027) included

Generally they do not extend support past 5 years (5 year was purchased in 2022)

2 year extension of Gold support for 2 servers, and 2 storage appliances **\$24,000.00**
One time purchase

Equipment Refresh

The current Central Control touchscreen computers extended warranty Expired May of 2025. The equipment will be 3 year old at that time. Consideration should be Given to replacement of these computers at their 5 year mark (2027)

The hardware, windows version, and application version would need to be updated At that time. An allowance of \$20,000.00 - \$30,000.00 should be budgeted.

The current Central Control Video monitors are County supplied

On Site Tech support

At Customers request on site Technical support is available

Costing:

Technician working and travel time	\$140.00 per
hour Travel expenses from Seattle / Vancouver, Cost plus 15%	
Per diem / Vehicle rental	\$250.00 per day

Total Service selected \$36,000.00

Pricing firm for acceptance for 30 days
Net 30 days payable at commencement of coverage
Taxes additional where applicable

Note pricing subject to annual pricing adjustment based on the Bureau of Labor Statistics, CPI for All Urban Consumers-West Region, February to February to be effective July 1, beginning July 1, 2026

David Kovacs
Status
Automation
Office 604 859 8470
Cell 778 549 4320