

Attachment C

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**AMENDMENT NO.1
TO STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND
NETRONIX INTEGRATION, INC.**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Netronix Integration, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on November 25, 2015 (hereinafter, "Agreement") to provide annual security maintenance and system software support for the access control systems and CCTV systems, including on-call service and repairs, for the systems at 168 W. Alisal Street and 1488 Schilling Place, Salinas (hereinafter "services") through September 30, 2016 for an amount not to exceed \$45,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, Exhibit A is replaced with Exhibit A-1 to update the hourly rates effective October 1, 2016 which is attached and incorporated by this reference; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to September 30, 2017 and increase the Agreement amount by \$52,730 for a total not to exceed amount of \$97,730 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Section 1.01 of Paragraph 1, "General Description" to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1 in conformity with the terms of this Agreement.

2. Amend Section 2.01 of Paragraph 2.0, "Payments Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$97,730.

Amendment No. 1 to Standard Agreement
Netronix Integration, Inc.
Security Maintenance and System Software Support for Access Control and CCTV Systems
RMA – Public Works – Facilities
Term: September 21, 2015 – September 30, 2017
Not to Exceed: \$97,730

3. Amend the first sentence of Section 3.01 of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 21, 2015 to September 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions", to delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".
5. In all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1 – Scope of Services/Payment Provisions.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 9-12-16

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 8-23-16

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8-23-16

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Netronix Integration, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Craig Forrest, President
(Print Name and Title)

Date: 08/09/2016

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Steve Roberts, Chief Financial Officer / CFO
(Print Name and Title)

Date: 09/09/2016

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Netronix Integration, Inc. hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

STANDARD WEEKDAY FULL SERVICE PROTECTION PLAN

Hours of Operation: Business Hours 8:00am to 5:00pm, Monday through Friday.

Response Time: Within twenty-four (24) business hours after notification of service by authorized or designated County personnel; four (4) hour response is available for critical impact concerns. Telephone response to the County of Monterey upon receipt of service call is within one to two (1-2) hours.

Parts/Outside Repairs All parts repaired at no charge to the County for any repairs required for the 168 West Alisal Street and 1488 Schilling Place buildings, subject to the exclusions listed below.

Labor Coverage: All labor associated with this Security Maintenance & Software Support Plan for the 168 West Alisal Street building and 1488 Schilling Place building is provided at no additional charge to the Plan cost, subject to the exclusions listed below.

Proactive Maintenance: Quarterly Proactive Maintenance for 168 West Alisal Street, plus Twice Yearly Preventative Maintenance (PM) for 1488 Schilling Place, will be performed by CONTRACTOR on site, including camera cleaning on functional (only) cameras plus test and inspect access control readers and major system components. All other access and/or video field equipment shall receive routine maintenance as required.

Special Features: CONTRACTOR will provide renewal of the annual system software for the existing Facility Commander WNX system. We also maintain a service stock of spare components in the event field service personnel are unable to make a full repair or replacement while on site; this capacity enables County to reduce system down time and inconvenience to other departments and employees.

Software Support Agreement: CONTRACTOR includes the GE/Facility Commander WNX System Software Support (168 West Alisal Street) providing manufacturers' technical support during business hours of

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8:00am to 7:00pm (EST), Monday through Friday, as well as software and maintenance firmware updates. This includes server software, photo badging workstation software, and three (3) County of Monterey workstation licenses with an effective term of 10/1/16 - 9/30/17. CONTRACTOR includes the Lenel OnGuard ADV Standard System Software Support (1488 Schilling Place), with similar coverage for the system server software, also with an effective term of 10/1/16-9/30/17.

CONTRACTOR'S goal is to respond on site to service requests the same day for the Security Maintenance & System Software Support Plan at the 168 West Alisal Street or 1488 Schilling Place locations for the County of Monterey, if notified before 10:00am by designated County of Monterey personnel.

Warranty:

CONTRACTOR warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by CONTRACTOR, if County provides written notice to CONTRACTOR of any such defect within thirty (30) days after the appearance or discovery of such defect, CONTRACTOR shall, at its option, repair or replace the defective equipment. For equipment not installed by CONTRACTOR, if County returns the defective equipment to CONTRACTOR within thirty (30) days after appearance or discovery of such defect, CONTRACTOR shall, at its option, repair or replace the defective equipment and return said equipment to County. All transportation charges incurred in connection with the warranty for equipment not installed by CONTRACTOR shall be borne by County. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

System Programming and Customer Training:

CONTRACTOR will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the County, except as specifically stated in the scope of work.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$97,730 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All equipment, material and labor furnished during standard business hour response will be covered for the amount listed below, except computer hardware, software or peripherals, or any other items as stated under exclusions below.

After hours' emergency service calls will be charged for the differential between standard rate and the applicable overtime, double time or holiday rate (see table below), with a 4-hour minimum charge. Emergency service response on site for non-standard hours is between two (2) to four (4) hours.

Security Maintenance Plan for the County of Monterey Negotiated Service Rates, October 1, 2016		
Standard Labor Rate	Premium - Overtime Labor Rate	Premium – Double Time Labor Rate
\$140.00	\$200.00	\$260.00
Non-Security Maintenance Plan, Standard Published Service Rates (reference only), July 2016		
Standard Labor Rate	Premium - Overtime Labor Rate	Premium – Double Time Labor Rate
\$155.00	\$230.00	\$300.00

INCLUSIONS at 168 West Alisal Street

Qty	Manufacturer	Part Number	Description
1	Lenel/GE	WXL1SSA-ENTSERV	Facility Commander Server, Standard Software Support for FCWNX01122718 (Sales Order 9083501), includes phone/email/fax support 8am-7pm EST Monday-Friday plus latest software enhancements; effective term 10/1/16 – 9/30/17
3	Lenel/GE	WXL1SSASWOPT-001CLINT	Facility Commander Workstation, Standard Software Support, effective term 10/1/16 – 9/30/17
1	Lenel/GE	WXL1SSASWOPT-PHOTOID	Facility Commander Photo Badging Workstation, Standard Software Support, effective term 10/1/16 – 9/30/17
1	Lenel	SWC-IDADV	Photo Badging Station Printer (Magicard) Software License
1	Lenovo	M93p PC Jackson	Server PC w/OS, Keyboard, Mouse & Monitor
4	Dell	OptiPlex	Workstation PC w/OS, Keyboard, Mouse & Monitor (3 The County of Monterey System Admin, 1 The County of Monterey Badging)
1	Lenel/GE	#420495001	Magicard Rio Pro Single Sided Badge Printer
1	Lenel/GE	TBD	Badging Photo Equipment (Camera, Tripod, Backdrop)
1	ExacqVision	TBD	Digital Video Recorder, labor only* (*see also Exclusions)
5	Lenel/GE	M5PRMSP-DN	M5 PXN/plus FC WNX 7.6 or higher, ACU feature support, Standard M5 Panel w/Enclosure, Serial & Ethernet, 10/100Mb, Dual NIC
8	Lenel/GE	#110100501	8RP Reader Interface Module

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8	Lenel/GE	#110072003	20DI Input Module
9	Lenel/GE	#110078001	16DOR Output Module
56	Lenel/GE	#430160001	WIU-4 Wiegand Interface Module
12	Altronix	AL400/600ULX	12/24 VDC Power Supply Transformer, 4-6Amp
36	Yuasa	NP712	7AH, 24VDC Battery
8	Base Electronics	LV8-RS-N	ACS Power Distribution Module
2	Von Duprin	PS873	Mini-Power Booster for Front Doors
25	GE/UTC	#3025T	Tamper Switch
56	HID	5395C5100/Equal	White ThinLine II Prox Reader/Equal
75	GE/UTC	#1076/#1078	Recessed Door Contact
52	Bosch	DS160	Request to Exit Device
2	Securitron	PB3N	Narrow Stile Push to Exit Button
15	GE/UTC	3040W	Duress Button
10	Ademco	HUB-M/Equal	Door Release Button
4	Gentex	GX91/Equal	Local Door Horn/Sounder
3	Inovonics	FA466R/EN4200	Wireless Receiver
16	Inovonics	FA203S/EN1233S	Wireless Single Button Transmitter
5	Pelco	ICS-161CRV3A or ICS-100-CRV39A	Color Minidome Surface Mounted Analog Camera
2	Altronix	R248UL	Camera Power Supply, Rack Mounted
1	Tatung/Equal	RM-KB-LCE/TM19	LED Rack Mounted Monitor
4	Netronix	Labor Only	Quarterly Preventative Maintenance Visits (PMs)

EXCLUSIONS at 168 West Alisal Street

1	ExacqVision	TBD	Digital Video Recorder Material* - only reparation labor is included (*see also Inclusions)
Lot	Existing	Various	Electric Lock Hardware at Reader Doors, Mechanical Lock Hardware
Lot	Existing	Various	Turnstile Equipment
Lot	Existing	Various	Patching, Painting, Ceiling Tile Replacement
Lot	Rental Eqpt	Various	Scissor Lift, Knuckle Boom Truck, etc.

INCLUSIONS – 1488 Schilling Place

Qty	Manufacturer	Part Number	Description
1	Lenel	SUSP-ADV-TR-1	OnGuard ADV System Server Software Support for up to 128 Reader Capacity, effective term 10/1/16 -- 9/30/17
3	Lenel	Lnl-2220	Intelligent Reader Controller
10	Lenel	Lnl-8000	Star Multiplexer, 8-Port
3	Lenel	Lnl-1100	16-Input Module
34	Lenel	Lnl-1320	Dual Reader Interface Module
5	Lenel	Lnl-1300	Single Reader Interface Module
6	Altronix	AL400/600ULX	12/24 VDC Power Supply Transformer, 4-6Amp
18	Yuasa	NP712	7AH, 24VDC Battery
73	HID	5395GK100/Equal	ThinLine II Prox Reader/Equal
100	GE/UTC	#1076/#1078	Recessed Door Contact

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

8	Bosch	DS160	Request to Exit Device
1	Pelco/Integral	DVXi	Digital Video Recorder (unit #1 only)
3	Pelco/Equal	TBD	Exterior Pan/Tilt/Zoom Camera
4	Pelco/Equal	TBD	Interior Analog Camera
9	Various	Various	Electric Lock Hardware at Card Reader Doors #1, #3, #22, #32, #33, #35, #70, #71 and #121,
2	Netronix	Labor Only	Twice Yearly Preventative Maintenance Visits (PMs)

EXCLUSIONS –1488 Schilling Place

1	PBO	TBD	System Server and Client Workstation Provided By Client
4	Pelco/Integral	DVXi	DVXi Units #2-#5
Lot	Pelco/Equal	TBD	Existing non-functional cameras terminated to any existing DVXi Units #1-#5 (reference Netronix video review report)
Lot	Axis/Equal	TBD	Existing IP cameras, connections (cables unconnected at former patch panel location within building)
Lot	Existing	Various	Electric Lock Hardware at all other Reader Doors
Lot	Existing	Various	Turnstile Equipment
Lot	Existing	Various	Low Voltage Wiring
Lot	Existing	Various	Patching, Painting, Ceiling Tile Replacement
Lot	Rental Eqpt	Various	Scissor Lift, Knuckle Boom Truck, etc.

This agreement will not cover damage or breakdown due to fire, neglect, vandalism, theft, misuse, or Acts of God. Material so damaged will be replaced or repaired at factory list prices and labor at the \$140.00 per hour straight time, portal to portal.

ANNUAL SECURITY MAINTENANCE & SOFTWARE SUPPORT PLAN INVESTMENT

ITEM A: Annual Security Maintenance & System Software Support Plan Cost

Proposed Total Annual Security Maintenance Plan

168 West Alisal Street (4 PMs per term) \$19,925

1488 Schilling Place (2 PMs per term) \$17,805

Total **\$37,730**

Please note: 1488 Schilling Place is no longer under partial warranty.

ITEM B: On Call Service & Repairs **\$15,000**

Total ITEMS A & B **\$52,730**

The Annual Security Maintenance & System Software Support Plan shall be invoiced bi-annually, with the first invoice issued upon approval of this proposal in the sum of \$18,865.00. The second invoice will be issued at the end of the sixth (6th) month into this Annual Security Maintenance Plan, also in the sum of \$18,865.00.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted bi-annually, and in accordance with Paragraph 6.0, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number 3000 *1975, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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