

MEMORANDUM

TO: Steve Ehlmann, County Executive

FROM: Tracy Bayne, Acting Director of Finance *TAB*

DATE: March 27, 2023

RE: **Amendment #2 – Utility Associates, Inc.**
RE: 21-031 Body Camera and In-Car Camera System
Solutions Services

Attached please find Amendment #2 in the amount of **\$105,093.75**, to the agreement with **Utility Associates, Inc.** to upgrade the existing Prosecuting Attorney’s Office portal to the Helios Digital Evidence Management System. The Helios System will allow other local law enforcement agencies to submit their digital evidence in a more efficient manner and useable format. This amendment increases the total amount of the agreement to **\$2,819,814.75**.

Original Agreement	\$ 2,535,000.00	
	\$ 217,000.00	Outfitting of the 14 SRO’s
	\$ (37,279.00)	Smart WayPoint Credit – Original Purchase
Amendment #1	\$ 179,721.00	
Amendment #2	\$ 105,093.75	[11.23% aggregate increase]

This amendment exceeds \$50,000.00, thus requiring the approval of the County Council as per 135.430 OSCCMo.

The account number that will be charged for this purchase is 2619800-47450

Enclosure
 km

**ST. CHARLES COUNTY
INFORMATION SYSTEM SERVICES RESULTING AGREEMENT
AMMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO THE “ST. CHARLES COUNTY INFORMATION SYSTEM SERVICES RESULTING AGREEMENT” (hereinafter “**Amendment No. 2**”) is entered into by Utility Associates, Inc., (hereinafter, “Service Provider”) and St. Charles County, Missouri (hereinafter, “**County**”).

WITNESSETH:

WHEREAS, On August 4, 2021, the Service Provider and the County entered into that “St. Charles County Information Systems Services Resulting Agreement”, upon the County’s acceptance of the Consultant’s proposal submitted pursuant to the County issued Request for Proposals (RFP) #21-031 to provide the County with Body Camera and In-Car Camera Services (hereinafter, “**Services**”) and awarding the contract to the Service Provider (hereinafter, “**Original Agreement**”); and

WHEREAS, On September 2, 2022, the Service Provider and the County entered into “Amendment No.1”, increasing the scope of the Services to be delivered under the County’s acceptance of the Consultant’s proposal submitted pursuant to the County issued Request for Proposals (RFP) #21-031 to provide the County with Body Camera and In-Car Camera Services (hereinafter, “**Services**”) and amending the contract to the Service Provider (hereinafter, “**Amendment No. 1**”); and

WHEREAS, Paragraph (1) **Equipment, Software and Support Services Components of Exhibit I, Scope of Services**, to the Original Agreement provides that the “System components list may be updated at any time, with agreement from both the County and the Service Provider; and

WHEREAS, Paragraph (28) **MODIFICATIONS**, states that all amendment or modifications “must be accomplished by a formal contract amendment in writing signed and approved by an authorized representative of each party hereto”; and

WHEREAS, Because the County approved hiring of additional personnel who need Additional Services, the County and the Service Provider agree to amend the quantity of service components and update the service components list contained in Paragraph 1 of the **Scope of Services** and the associated fees stated in the Original Agreement, as provided further herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

1. **AMENDMENTS TO THE SCOPE OF SERVICES:** The parties agree to update the table containing the System components list in Paragraph (1) **Equipment, Software and Support Services Components** in Exhibit I, Scope of Services of Amendment No. 1 by

deleting said paragraph in its entirety and replacing it with the following paragraph to account for the additional Services provided by the Service Provider to the County:

(1) Equipment, Software and Support Services Components

This Scope of Services covers only the equipment, software and the associated support services provided by the Service Provider to the County under the terms of the Services Agreement (hereinafter collectively referred to as "System") and described in the table below. This System components list may be updated at any time, with agreement from both the County and Service Provider. Updated to reflect adding a base license for Helios DEMS (Digital Evidence Management System), twenty-five (25) Professional User Licenses, forty (40) Standard User Licenses, Annual Transcription and Translation (hrs/yr) and Annual Data Storage. The revised table with updated numbers as follows:

Item Type	Number of Items	Item Priority
BodyWorn Camera (including refresh at or near month 37 of the Services Agreement)	Qty 287	1
Bluetooth Controller	Qty 287	2
Bluetooth Smart Holster Sensor	Qty 623	2
BodyWorn Ready New Uniforms	Per Uniform List Included in Exhibit II	3
Existing Uniform Retrofits	Per Uniform List Included in Exhibit II	3
CAD Integration	Qty 1	2
CAD Activation	Qty 158	2
AVaiL Web	Qty Unlimited Licenses	1
RocketIoT In-Car Video	Qty 142	1
OBDII Cable	Qty 142	2
Smart WayPoint(s)	Qty 0	1
Helios DEMS (Digital Evidence Management System)	Qty 25 Professional and 40 Standard User Licenses	1
Helios DEMS Transcription and Translation Services (Hrs/Yr)	April 2023 - August 2023: 75 Hrs / Yr September 2023 - August 2024: 100 Hrs / Yr September 2024 – August 2025: 100 Hrs / Yr September 2025 – August 2026: 75 Hrs / Yr	3

Helios DEMS Data Storage (TB/YR)	April 2023 - August 2023: 3 TB / Yr September 2023 - August 2024: 8 TB / Yr September 2024 - August 2025: 13 TB / Yr September 2025 - August 2026: 16 TB / Yr	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

2. AMENDMENTS TO FEES / PRICING PAGE: The additional Services shall be provided by the Service Provider to the County at the unit rates agreed to by the parties in the attached Pricing Table paragraph titled **“Proposal for Helios Digital Evidence System”** incorporated into Exhibit II Pricing Page of the Original Agreement. Helios DEMS system total \$105,093.75. The total amount of the contract shall be increased by \$105,093.75.

3. ORIGINAL AGREEMENT: Except as otherwise modified and amended by this Amendment No. 2, the Original Agreement shall remain in full force and effect, and all of its unchanged provisions shall apply to the services as amended by this Amendment No.2.

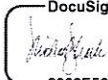
IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 on the date last written below.

Executed by Service Provider the 16th day of March, 2023.

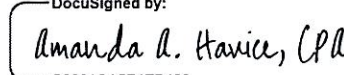
Executed by the County the _____ day of _____, 2023.

UTILITY ASSOCIATES, INC.

ST. CHARLES COUNTY, MISSOURI

DocuSigned by:

 Signature: _____
 6032E5928F444E8...
 Printed Name: Michael J. Nark
 Title: President and CEO

Signature: _____
 Printed Name: _____
 Title: _____

ATTEST:
 DocuSigned by:

 Signature: _____
 C3901CA5E4EB493...
 Printed Name: Amanda A. Havice, CPA
 Title: Chief Financial Officer

ATTEST:
 Signature: _____
 Printed Name: _____
 Title: _____

CERTIFICATE OF ST. CHARLES COUNTY DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Tracy A. Bayne

Director of Finance



UTILITY.

PRICING for St Charles County

PROPOSAL FOR HELIOS DIGITAL EVIDENCE SYSTEM

UTILITY ASSOCIATES, INC.

TERM: April 2023 - August 2026 (co-terminous with St Charles agreement)

Description	April 2023 - August 2023	September 2023 - August 2024	September 2024 - August 2025	September 2025 - August 2026
Annual Base Application Fee Includes the Following:	\$ 15,000.00	\$ 26,125.00	\$ 29,875.00	\$ 33,625.00
Professional User Licenses (incl. Redaction, Administration) - 25				
Standard User Licenses - 40				
Transcription and Translation hours/year	75	100	100	100
Annual data storage (TB)	3.0	8.0	13.0	18.0
Unlimited Case Creation and Management				
Training and Setup (One Time):	\$ 6,000.00			
Annual Total	\$ 21,000.00	\$ 26,125.00	\$ 29,875.00	\$ 33,625.00
GRAND TOTAL (TERM)				\$ 110,625.00
Less 5% PrePay Discount if Full Payment Made within 10 Days of Signature				\$ (5,531.25)
GRAND TOTAL (PREPAYMENT)				\$ 105,093.75

Other Items: (Itemize)

\$485 / YR Fee for Each Additional Professional User License (incl. Redaction)

\$185 / YR Fee for Each Additional Basic User License

\$750 / YR Fee per GB for Additional Storage beyond initial TB of Data Storage

\$1,500 / YR Fee per API (if desired)

\$150 / YR Fee for an additional 25 hours per year for transcription and translation