

**NAPA COUNTY AGREEMENT NO. 200329B  
AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3** to Agreement No. 200329B is made and entered into as of this 1<sup>st</sup> day of May, 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and TALOS SECURE GROUP, INC., a California Corporation, whose business address is 110 Railroad Avenue., Suite B, Suisun City, California, 94585, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide security services at COUNTY owned or operated building; and

**WHEREAS**, on March 24, 2020, the Board of Supervisors authorized the COUNTY’s Purchasing Agent or designee to execute professional service agreements related to the County’s response to COVID-19 in an amount up to \$500,000 with any individual contractor, pursuant to Resolution No. 2020-43; and

**WHEREAS**, COUNTY selected CONTRACTOR after the completion of a competitive Request for Proposal (RFP) process; and

**WHEREAS**, on April 24, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200329C (the “Agreement”) under which CONTRACTOR agreed to provide security services at COUNTY owned or operated buildings; and

**WHEREAS**, on June 13, 2020, COUNTY and CONTRACTOR executed Amendment No. 1 to revise the Scope of Work, update the rate sheet, and to increase the maximum compensation to \$217,000; and

**WHEREAS**, on October 6, 2020, COUNTY and CONTRACTOR executed Amendment No. 2 to update the rate sheet, and to increase maximum compensation to \$500,000; and

**WHEREAS**, COUNTY continues to need CONTRACTOR’s services and anticipates exercising further extensions under the existing provisions of the Agreement; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to increase the maximum compensation to \$815,000 to provide for continued services; and

**WHEREAS**, the Agreement number is being changed from No. 200329C to No. 200329B to reflect that this Amendment was approved by the Board of Supervisors;

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 200329B as follows:

**TERMS**

1. Paragraph 3 of the Agreement is 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 Exhibits "B," "B-1," or "B-2" (depending on the date services are provided) for those locations being served pursuant to COUNTY's direction under paragraph 2 of this Agreement. Exhibits "B," "B-1," and "B-2" are attached hereto and incorporated by reference herein.

(b) Expenses. COUNTY will reimburse expenses upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibits "B," "B-1," or "B-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of EIGHT HUNDRED FIFTEEN THOUSAND dollars (\$815,000) for professional services and expenses 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. This Amendment No. 3 represents all the changes to the Agreement agreed to by CONTRACTOR and COUNTY. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

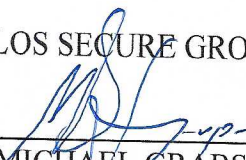
4. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

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

TALOS SECURE GROUP, INC.

By   
MICHAEL GRABSKI, Vice President, Executive  
Director of Operations

By   
CHRISTOPHER CHARO, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

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

"COUNTY"

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors
By: <u>Thomas C. Zeleny</u> Deputy County Counsel	Date: _____	By: _____
Date: <u>April 27, 2021</u>	Processed By: _____ Deputy Clerk of the Board	