

SECOND AMENDMENT TO NAPA COUNTY AGREEMENT NO. 210312B

THIS SECOND AMENDMENT TO AGREEMENT NO. 210312B is made and entered into as of this 1st day of July 1, 2026 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and FOCAL FORENSICS, LLC a Colorado limited liability company, whose business address is 6530 West 111th Avenue, Broomfield, Colorado, 80020, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on March 23, 2021, COUNTY and CONTRACTOR entered into Agreement No. 210312B ("the Agreement") whereby CONTRACTOR agreed to provide COUNTY, and COUNTY agreed to pay CONTRACTOR for the provision of specialized services, as authorized by Government Code section 31000, in order to obtain forensic services for the Napa County Sheriff's Office, in connection with the review and redaction of video and audio records, culminating in the production of specific forensic reports; and

WHEREAS, on July 1, 2023, the Board of Supervisors reviewed and approved an amendment to Agreement No. 210312B ("First Amendment to the Agreement") to extend the term and revise the compensation provisions; and

WHEREAS, the parties now wish to amend the Agreement to extend the term and revise the compensation provisions.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below.

TERMS

1) Paragraph 1 of the Agreement, entitled "**Term of the Agreement**" is amended to read in full as follows:

"1. Term of the Agreement.

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2027, 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) Paragraph 3 of the Agreement, entitled "**Compensation**" 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 Exhibit "B-2," 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 a total of EIGHTY NINE THOUSAND SIX HUNDRED TWENTY dollars (\$89,620.00) per fiscal year; 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) All other terms and conditions of the Agreement, except as amended herein, shall remain unchanged and in full force and effect.

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

FOCAL FORENSICS, LLC
Steve Digitally signed by Steve
Bufalino
By Bufalino Date: 2026.06.04
17:31:16 -06'00'
STEVE BUFALINO, Co-Founder and Owner

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE,
Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>S. Darbinian</u> Deputy County Counsel</p> <p>Date: June 3, 2026</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-2"

COMPENSATION

Redaction Price Structure

DESCRIPTION	COST PER CASE
First 3 hours of video (Audio redaction Included)	\$7 per minute
Over 3 hours of video (Audio redaction Included)	\$5 per minute
Audio redaction only (Audio only files)	\$5 per minute
Image redaction (Per Image redacted)	\$5 per image
Document redaction (Per page)	\$1 per page
Case minimum (Cases under 14 minutes)	\$100

Analog Audio and Video Conversion

DESCRIPTION	COST PER CASE
Video Conversion (VHS, MiniDV, Hi8, & others)	\$20 per tape \$15 for 10 or more
Audio Conversion (Cassette, Mini Cassette, & others)	\$20 per cassette \$15 for 10 or more