

**NAPA COUNTY AGREEMENT NO. 200042B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200042B is made and entered into as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and SPEARHEAD PROTECTION, INC., A California corporation, whose business address is 161 Sand Creek Road, Suite C, Brentwood, California 94513, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on July 1, 2019, COUNTY and CONTRACTOR entered into Agreement No. 200042B to provide as needed security services for inmates/prisoners requiring medical care outside the scope of the jail at Queen of the Valley Medical Center and/or hospitals or medical facilities inside/outside of Napa County as determined by (COUNTY); and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to extend the term and to replace Exhibit B with Exhibit B-1 to reflect an increase in hourly rate of pay.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, here by amend Agreement No. 200042B 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, 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). After June 30, 2027, 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, subsection (a) is amended to read in full as follows:

3. Compensation.

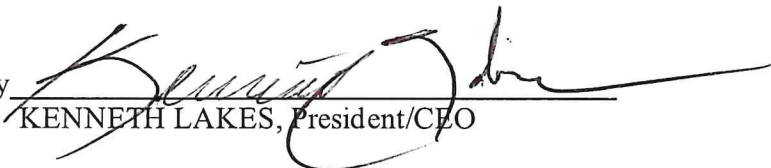
(a) Rates: In consideration of CONTRACTOR'S fulfillment of the promised work. COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1", attached hereto and incorporated by reference herein.

Annual adjustment of labor rate and trip charge: Effective July 1, 2024, and each year thereafter ending on June 30, 2029. The Security Service charge paid by COUNTY shall be in the amount set forth in Exhibit B-1, increased by the Bureau of Labor Statistics sub index for the Western Area. The bureau of labor statistics sub index number shall be the number for the month of February immediately preceding the fiscal year for which the adjustment will be effective.

3. Exhibit "B" shall be replaced with "Exhibit B-1" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B shall refer to Exhibit B-1 as of the effective date of this Agreement.
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. 1 to Napa County Agreement No. 200042B as of the first date written above.

SPEARHEAD PROTECTION, INC

By 
KENNETH LAKES, President/CEO

By 
KENNETH LAKES JR, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsurogi</u> County Counsel Date: <u>4/25/24</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “B-1”

COMPENSATION

The following rates shall apply for the term of this Agreement. Security Service charge will be increased by the Bureau of Labor Statistics sub index for the Western Area. The Bureau of Labor Statistics sub index number shall be the number for the month of February immediately preceding the fiscal year for which the adjustment will be effective:

Fiscal Year 24/25 the following rates will apply:

- Unarmed Security Officer regular hourly rate of \$35 per hour.
- County shall inform Contractor at the time of the initial service call if a Security Officer will be required to guard an inmate for longer than a standard eight-hour shift.
- When County informs Contractor that Security Services will be required for longer than eight (8) hours, then overtime will apply.
- Unarmed Security Officer overtime rate of \$52.50 per hour shall apply if a Security Officer must stay on guard beyond and eight (8) hour shift and the County has failed to inform Contractor that guard will be required for longer than eight (8) hours.

Security Service charges for Fiscal Years 25/26 through Fiscal Year 28/29 shall increase consistent with the Bureau of Labor Statistics sub index for the Western Area.