

FIRST AMENDMENT TO NAPA COUNTY AGREEMENT NO. 240159B

PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT NO. 240159B is made and entered into as of this 1st day of July, 2026, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting by and through its Purchasing Agent, and SIGNAL 88, LLC, whose mailing address is P.O. Box 8246, Omaha, NE 68108, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on September 18, 2023, COUNTY and CONTRACTOR entered into Agreement No. 240159C (“the Agreement”) whereby CONTRACTOR agreed to provide as-needed security services for pre/post booked inmates/prisoners (who require medical care that is outside the scope of services provided by the Napa County Detention Center) at Queen of the Valley Medical Center and/or hospitals or medical facilities in/outside Napa County as determined by COUNTY; and

WHEREAS, the Agreement was made by and through the County’s Purchasing Agent because compensation to be provided to CONTRACTOR did not exceed the approval authority of the Purchasing Agent; and

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

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

TERMS

1. Section 1 of the Agreement, Term of the Agreement, is amended to read in full as follows:

“Term of the Agreement.

1. 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 additional one-year terms, 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. Section 3 of the Agreement, Compensation, is amended to read in full as follows:

"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.

(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 ONE HUNDRED THIRTY THOUSAND dollars (\$130,000) for professional services 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.

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.

SIGNAL 88, LLC, doing business as "SIGNAL 88 SECURITY"

By  _____
SHAWN VERDUZCO, Franchise Owner

NAPA COUNTY, a political subdivision of the State of California, acting by and through its Purchasing Agent

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: May 11, 2026</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ 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-1"

COMPENSATION

HOURLY RATE	
\$63.00	Regular Hours
\$94.50	Over Time/ Holiday Hours
Minimum 4-Hour dispatch charge regardless of time on-duty	