

AMENDMENT NO. 2
NAPA COUNTY AGREEMENT NO. 250334B

THIS SECOND AMENDMENT to Agreement No. 250334B is made this 16 day of December 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as (“CUSTOMER”) and Smart Communications Holding, LLC, a Florida corporation, whose business address is 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as “PROVIDER”;

WHEREAS, on February 25, 2025, CUSTOMER engaged PROVIDER in Agreement No. 250334B to provide for the Napa County Department of Corrections and Juvenile Hall (the “Agreement”); and

WHEREAS, on May 6, 2025, the Agreement was amended in Amendment No. 1 to reflect the actual interstate telephone rates in compliance with California Public Utilities Commission (PUC) regulations at \$0.07 per minute; and

WHEREAS, the Parties now desire to amend Agreement No. 250334B to add clauses required by the California State Public Works Board and Board of State and Community Corrections;

TERMS

NOW, THEREFORE, the parties agree to amend Agreement No. 250334B as follows:

1. A section titled “**State Bond Requirements**” and paragraph 113 shall be added to the contract.

113. Notwithstanding anything in this Agreement the parties agree:

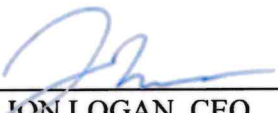
(a) This Agreement in all respects is subordinate and subject to the terms of the Indenture for the State Public Works Board of the State of California Lease Revenue Bonds 2025 Series C (Various Correctional Facilities) (the “Bonds”), and the Site Lease, the Facility Lease, and the Facility Sublease (including but not limited to, reletting rights) related to the Bonds that involve, or are executed by, the County of Napa and any subsequent indenture or amended or restated site lease, facility lease, and facility sublease entered into to facilitate a refunding of the Bonds; (b) to the extent the Bonds are refunded, the foregoing subordination shall be self-executing and effective automatically without the requirement that any further agreement or confirmation be executed or delivered by County; provided, however, that upon written request from the State Public Works Board in connection with any State Public Works Board Financing, County shall execute such further writings as may be reasonably required to separately document any such subordination; and

- (b) This Agreement is subject to the review and written consent of the State Public Works Board and Board of State and Community Corrections prior to execution, as is any amendment or modification thereto; and
- (c) This Agreement shall be terminable by the County of Napa, BSCC, or at the direction of the State Public Works Board upon fifty (50) days' written notice, without penalty or cause.

2. All other terms and conditions of Agreement No. 250334b and any written Amendment hereto, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed by CUSTOMER, acting by and through the Chair of the Board of Supervisors, and by Provider through its duly authorized officer(s).

SMART COMMUNICATIONS HOLDING, LLC

By 
JON LOGAN, CEO

By 
DAVID GANN, General Counsel

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL, Chair of Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> County Counsel</p> <p>Date: <u>10/30/25</u></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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CONSENTED TO:

CONSENT AND APPROVAL
STATE PUBLIC WORKS BOARD OF THE
STATE OF CALIFORNIA

Board of State and Community Corrections

By: _____
KOREEN H. VAN RAVENHORST
Deputy Director

AARON R. MAGUIRE
Executive Officer

Date: _____

Date: _____