

**NAPA COUNTY AGREEMENT NO. 200149B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO 200149B is made and entered into as of this _____ day of _____, 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CARNEROS FIRE EQUIPMENT CO., INC, a California Corporation, whose mailing address is P.O. Box 881, Napa, California, 94559, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200149B (the "Agreement") on October 8, 2019 with Carneros Fire Equipment Co., Inc. to provide portable fire extinguisher maintenance and replacement services, as authorized by Government Code section 31000; and

WHEREAS, on June 23, 2020, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to increase the maximum annual compensation by \$8,000 to include services at additional County owned or operated facilities including but not limited to 2000 Airport Blvd., the Re-Entry Facility, and the Calistoga Fairgrounds; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the compensation due to a manufacturer rate increase.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibit "B-1" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "B-2", and all references in the Agreement to Exhibit "B" and "B-1" shall mean Exhibit "B-2".

2. Section 28 of the Agreement is hereby added to read in full as follows:

28. ELECTRONIC SIGNATURES. This Agreement may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

[remainder of page intentionally left blank.]

3. Except as provided in paragraphs 1 and 2 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

CARNEROS FIRE EQUIPMENT CO. INC.,

By: [Signature]
TRACY HENDERSON, President, Owner

By: [Signature]
TRACY HENDERSON, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the Board of Supervisors

"COUNTY"

| | | |
|--|--|--|
| <p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>January 13, 2022</u></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> |
|--|--|--|

EXHIBIT "B-2"

COMPENSATION

Unless otherwise noted, all rates are per unit. All costs include labor, delivery, installation, vendor profit, shipping, freight, taxes and all associated costs. No additional costs will be allowed.

Annual Inspections:

| | |
|--------------|----------|
| 2.5 lb Unit: | \$ 12.00 |
| 5 lb Unit: | \$ 12.00 |
| 10 lb Unit: | \$ 12.00 |
| 20 lb Unit: | \$ 12.00 |
| K Unit: | \$ 12.00 |

Recharging/Refill:

| | |
|--------------|-----------|
| 2.5 lb Unit: | \$ 28.00* |
| 5 lb Unit: | \$ 28.00* |
| 10 lb Unit: | \$ 33.00* |
| 20 lb Unit: | \$ 33.00* |
| K Unit: | \$330.00 |

Price of Chemical is Included in Recharging Cost

*If additional chemicals are needed, a charge of \$3.00 per pound of chemicals will apply.

Six-Year Maintenance

| | |
|--------------|-----------|
| 2.5 lb Unit: | \$ 28.00* |
| 5 lb Unit: | \$ 28.00* |
| 10 lb Unit: | \$ 33.00* |
| 20 lb Unit: | \$ 33.00* |
| K Unit: | \$330.00 |

Price of Chemical is Included in Recharging Cost

Hydrostatic Testing:

| | |
|--------------|---|
| 2.5 lb Unit: | \$ 36.00 + Annual Inspection Fee of \$12.00 + Cost of Chemicals |
| 5 lb Unit: | \$ 61.00 + Annual Inspection Fee of \$12.00 + Cost of Chemicals |
| 10 lb Unit: | \$120.00 + Annual Inspection Fee of \$12.00 + Cost of Chemicals |
| 20 lb Unit: | \$176.00 + Annual Inspection Fee of \$12.00 + Cost of Chemicals |
| K Unit: | \$290.00 + Annual Inspection Fee of \$12.00. Cost of Chemicals Included |

Service Fee:

A \$35 Minimum service fee per day will be charged at American Canyon, Yountville, St. Helena and Calistoga. Minimum service fee does not apply to annual inspections completed within 30 days of the annual inspection date.

Replacement:

2.5 lb Unit: \$ 54.00 per replacement extinguisher
5 lb Unit: \$ 85.00 per replacement extinguisher with wall hook
10 lb Unit: \$145.00 per replacement extinguisher
20 lb Unit: \$215.00 per replacement extinguisher
K Unit: \$330.00 per replacement extinguisher
5 lb Unit: \$ 90.00 per replacement extinguisher with vehicle bracket

Non-Routine:

All other services not stated above, including but not limited to consultations and regulatory reporting, will be billed at an hourly rate of \$90.00. All non-routine services must be approved by the County's Director of Public Works or designee prior to the commencement of work.