

**AMENDMENT NO. 1 TO
SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085B
(SCSD)**

THIS AMENDMENT NO. 1 OF SILVERADO COMMUNITY SERVICES DISTRICT AGREEMENT NO. 230085D (SCSD) is made and entered into as of this _____ day of August, 2022 by and between SILVERADO COMMUNITY SERVICES DISTRICT, a special district organized under the laws of the State of California, hereinafter referred to as “DISTRICT”, and SANCHEZ BROTHERS LANDSCAPE, INC., a “California S Corporation” whose business address as 1245 Hale St., Vallejo, CA 94591, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on July 1, 2022, DISTRICT and CONTRACTOR entered into an Agreement to provide landscape maintenance services; and

WHEREAS, DISTRICT and CONTRACTOR now wish to amend the Agreement to extend the term of the Agreement and increase the periodic and maximum payment amounts allowable under the Agreement.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR amend Silverado Community Services District Agreement No. 230085D (the “Agreement”) as follows:

1. Paragraph 1 of the Agreement is amended in its entirety to read as follows:
 1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2022, and shall expire on June 30, 2023, 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 DISTRICT 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, not to exceed two additional years, under the terms and conditions then in effect, 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 is amended in its entirety to read as follows:

3. **Compensation.**

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

(b) Expenses. No travel expenses will be reimbursed by DISTRICT. Other expenses will be reimbursed by DISTRICT upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "C-1."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred thousand dollars (\$100,000) for professional services and expenses 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. The Agreement's Exhibit C is replaced in its entirety by Exhibit C-1, attached hereto and incorporated herein by reference. All references in the Agreement to "Exhibit C" shall be replaced by "Exhibit C-1."

4. This Amendment No. 1 shall be effective September 1, 2022.

5. Except as provided herein, all other terms and provisions of the Agreement shall remain in full force and effect as originally agreed.

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

SANCHEZ BROTHERS LANDSCAPING, INC.

By _____
MANUEL TORRES SANCHEZ, Co-Owner and CEO

By _____
ELIUD SANCHEZ, Co-Owner

"CONTRACTOR"

SILVERADO COMMUNITY SERVICES DISTRICT,
a political subdivision of the State of California

By _____
RYAN GREGORY, Chair
Board of Directors

"DISTRICT"

APPROVED AS TO FORM Office of County Counsel By: <u>Wendy M. Dau</u> Deputy County Counsel Date: <u>August 22, 2022</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 “C-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

CONTRACTOR shall be compensated at the rates listed below. The maximum amount of the contract is \$100,000 per fiscal year, which includes \$74,400 for routine service (\$6,200 monthly) and \$25,600 for non-routine services, as needed. In the event a landscape area is obstructed or otherwise made inaccessible for any extended period of time, DISTRICT and CONTRACTOR shall negotiate temporary adjusted compensation.

1. Rates for routine services by landscape area and approximate dedicated crew hours are as follows:

Landscape Area	Total Monthly Cost	Total Annual Cost	Monthly Crew Hours	Annual Crew Hours
1	\$277	\$3,324	5.39	64.68
2	\$508	\$6,096	9.89	118.68
3	\$165	\$1,980	3.22	38.64
4	\$141	\$1,692	2.88	34.56
5	\$74	\$888	1.54	18.48
6	\$956	\$11,468	20.11	241.32
7	\$85	\$1,020	1.84	22.08
8	\$195	\$2,340	3.87	46.44
9	\$286	\$3,440	2.34	28.08
10	\$66	\$792	1.29	15.48
11	\$149	\$1,788	2.86	34.32
12	\$197	\$2,364	3.68	44.16
13	\$66	\$792	1.36	16.32
14	\$348	\$4,176	6.78	81.36
15	\$76	\$912	1.54	18.48
16	\$82	\$980	1.33	15.96
17	\$82	\$980	1.33	15.96
18	\$98	\$1,176	1.99	23.88
19	\$109	\$1,308	2.23	26.76
20	\$113	\$1,356	2.31	27.72
21	\$102	\$1,224	2.08	24.96
22	\$93	\$1,116	1.9	22.8
23	\$409	\$4,908	7.97	95.64
24	\$234	\$2,812	3.06	36.72
25	\$241	\$2,896	3.2	38.4
26	\$569	\$6,828	11.54	138.48
27	\$361	\$4,328	3.89	46.68
28	\$49	\$588	1.07	12.84
29	\$69	\$828	1.44	17.28
TOTAL	\$6,200	\$74,400	113.93	1367.16

2. Rates for routine services include travel time, supervision and irrigation inspection.
3. Standard Rates for General Labor
 - (a) The following general labor rates apply to non-routine services performed during normal business hours.

Classification	Hourly Rate
Gardener	\$50
Foreman	\$70
Irrigation Technician	\$70
Tree Laborer	\$135

4. Other Rates
 - (a) Labor rates for services performed outside normal business hours, including emergency services, shall be billed at one and one-half (1.5) times the standard rates for each classification of laborer.