

**NAPA COUNTY AGREEMENT NO. 200029B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200029B** is made and entered into as of this 1st day of December, 2022 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Master Protection, LP, d/b/a/FireMaster whose business address is 13050 Metro Parkway, Suite #1, Fort Myers, FL, 33966, 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 that Napa County Agreement No 200029B, (the "Agreement") under which CONTRACTOR agreed to provide kitchen hood fire suppression system cleaning and inspection in the Probation Department's Juvenile Hall; and

**WHEREAS**, on or about July 1, 2020 Parties amended the Agreement to replace *Exhibit "A"* with *Exhibit "A-1"* and revise Compensation;

**WHEREAS**, COUNTY and CONTRACTOR now desire to revise *Exhibit B, Compensation and Expense Reimbursement*; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 200029B as follows:

1. Paragraph 3 is hereby amended to read in full as follows:

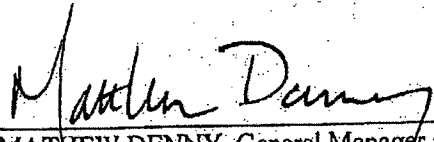
**Compensation.**

- (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-2," attached to Amendment No. 2 and incorporated by reference herein.
- (b) **Expenses.** Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-2."
- (c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **Four Thousand Dollars** (\$4,000) each fiscal year for professional services; 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.

2. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit "B" and Exhibit "B-1" shall mean Exhibit "B-2." attached to Amendment No. 2.
3. Except as provided in (1)-(2) above, the terms and conditions of the Agreement shall remain in full force and effect, including Exhibit "A-1", Scope of Services.
4. **Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement 200029B was executed by the parties hereto as of the date first above written.

FIREMASTER

By:   
MATHEW DENNY, General Manager and  
Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State  
of California

By: \_\_\_\_\_  
RYAN GREGORY, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas V. Parker (via e-sign)</u> Deputy County Counsel</p> <p>Date: <u>November 18, 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>
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**EXHIBIT "B-2"**

**COMPENSATION AND EXPENSE REIMBURSEMENT**

<b>Description of Services</b>	<b>Fee</b>
Kitchen Hood Fire Suppression System Inspection – Semi Annual	\$525.00
Hood Grease Cleaning – Semi Annual	\$885.00
Hourly Rate for Repairs and Maintenance	\$150.00 / hour
Parts for Repairs and Maintenance	Actual Cost with Prior COUNTY approval