

**NAPA COUNTY AGREEMENT NO. 180113B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 180113B is effective as of the 1st day of July 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **BIOMEDICAL WASTE DISPOSAL, INC.**, whose mailing address is 11152 Fleetwood Street, Unit 9, Sun Valley, CA 91352 hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on or about September 12, 2017, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180113B, (hereinafter referred to as "Agreement") for CONTRACTOR to provide for the disposal of biomedical waste generated in the Public Health and Mental Health clinics; and

WHEREAS, on or about July 1, 2020, the Parties amended the Agreement to increase the annual contract maximum; replace Exhibit A (Scope of Work) with Exhibit A-1 to update non-substantive terminology; replace Exhibit B (Compensation) with Exhibit B-1 to increase the number of pick-ups and reflect the new contract maximum to compensate CONTRACTOR for additional biomedical waste disposal to services and biomedical waste pickups; and

WHEREAS, the Parties wish to further amend the Agreement to decrease the annual contract maximum, and replace Exhibit B-1 with Exhibit B-2 (Compensation), to reflect an increase in the pickup price rate, a decrease in the frequency of biomedical waste disposal pickups and to decrease the annual contract maximum from \$5,000 per year to \$4,000 per year.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **Four Thousand Dollars (\$4,000.00)** per fiscal year of which One Thousand Dollars (\$1,000.00) is decreased by virtue of this Amendment No. 2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Exhibit B-1 is hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit "B" and/or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2.

3. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 180113B as of the first date written above.

BIOMEDICAL WASTE DISPOSAL, INC.

By 
ALIK GHAZARYAN
Chief Executive Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> Date: 11/9/22	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 B-2
COMPENSATION

**From the effective date of Amendment No. 2 through June 30, 2023
and each subsequent automatic renewal**

COUNTY shall pay CONTRACTOR as follows:

Public Health site (2751 Napa Valley Corporate Drive, Building B, Napa, CA 94559): one 44-gallon container of biomedical waste pick up with service frequency weekly or biweekly (increased or decreased upon request) up to 52 pickups per year at the rate of \$60.00 per pickup, inclusive of all costs and expenses.

Mental Health site (2751 Napa Valley Corporate Drive, Building A, Napa, CA 94559): one 44-gallon container of biomedical waste pick up with service frequency of every 8 weeks, up to 7 pickups per year at the rate of \$69.00 per pickup, inclusive of all costs and expenses.

CONTRACTOR shall submit invoices for payment within 60 days of the end of the month in which service(s) identified were provided.

Annual Contract Maximum shall not exceed \$4,000.00 per year for the term of the contract.