

**NAPA COUNTY AGREEMENT NO. 210089B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 210089B 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 AMERICAN SANITATION, INC., a California Corporation, whose mailing address is P.O. Box 6800, Napa, California, 94581, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, by Napa County Agreement No. 210089B entered into as of September 1, 2020 (hereafter referred to as "Agreement"), CONTRACTOR agreed to provide portable toilets and cleaning service, as authorized by Government Code section 31000; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to increase the annual contract maximum by \$5,000 for a new annual contract maximum of \$10,500 to cover needed routine portable toilets and cleaning service at the Calistoga Fairgrounds and non-routine on-call/emergency portable toilets and cleaning service throughout County owned and operated properties.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibits "A" and "B" of the Agreement are rescinded and replaced in full by the documents entitled and attached hereto as Exhibit "A-1" and "B-1," and all references in the Agreement to Exhibit "A" and "B" shall mean Exhibit "A-1" and "B-1", respectively.
2. Paragraph 2 is hereby amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1," attached hereto, incorporated by reference herein.
3. Paragraph 3 is hereby amended to read in full as follows:
 3. **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-1," attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TEN THOUSAND FIVE

HUDNRED DOLLARS (\$10,500) for professional services 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.

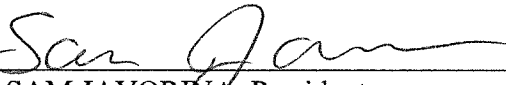
4. **Counterparts.** This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.
5. **Electronic Signatures.** This Amendment No. 1 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 1 and shall have the same force and effect as a manually executed original.
6. This Amendment No. 1 shall be effective as of the date first written above.
7. This Amendment No. 1 represents all the changes to the Agreement and prior amendments agreed to by Licensor and Licensee. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in Amendment No. 1 shall remain in full force and effect.

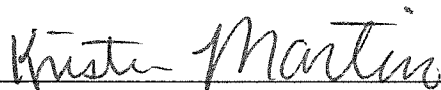
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8. Except as provided in 1 through 7 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 was executed by the parties hereto as of the date first above written.

AMERICAN SANITATION, INC.

By 
SAM JAVORINA, President

By 
KRISTIE MARTIN, Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: <u>February 1, 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 “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. ROUTINE RENTAL AND SERVICE OF PORTABLE TOILETS AT THE FACILITIES LISTED BELOW.

- 5900 Dry Creek Rd, Napa (Dry Creek/Lokoya Volunteer Fire Station)
- 1435 North Oak Street, Calistoga (Calistoga Fairgrounds)

B. NON-ROUTINE, ON-CALL/EMERGENCY SERVICES – FIRE DEPARTMENT

CONTRACTOR shall provide COUNTY Fire Department with non-routine, on-call/emergency services as requested by COUNTY’S Fire Chief or designee per the attached Exhibit “B-1” fee schedule.

C. NON-ROUTINE, ON-CALL/EMERGENCY SERVICES – OTHER COUNTY OWNED AND OPERATED PROPERTIES

CONTRACTOR shall provide COUNTY with non-routine, on-call/emergency services as requested by COUNTY’S Director of Public Works or designee per the attached Exhibit “B-1” fee schedule.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-1”

COMPENSATION AND EXPENSE REIMBURSEMENT

- A. Routine Rental Service. CONTRACTOR shall provide rental and service of portable toilets at the rates listed below. Rates are based on a 28-day billing cycle (e.g., weekly service includes 4 services per billing cycle).

5900 Dry Creek Rd, Napa (Dry Creek/Lokoya Volunteer Fire Station):

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$82.00 each

1435 North Oak Street, Calistoga (Calistoga Fairgrounds):

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$185.00 each
Damage Waiver	\$14.00 each

- B. Non-routine On-call/Emergency Services – Fire Department. Rates are based on a 28-day billing cycle (e.g., weekly service includes 4 services per billing cycle).

On-call Regular Business Hours (Monday - Friday between 8:00 am to 5:00 pm)

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$82.00 each

On-call/Emergency (After Hours and Weekend)

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$82.00 each
2 Hour Delivery Charge (one-time charge per delivery)	\$200.00

- C. Non-routine On-call/Emergency Services –Other County owned and operated properties. Rates are based on a 28-day billing cycle (e.g., weekly service includes 4 services per billing cycle).

On-call Regular Business Hours (Monday - Friday between 8:00 am to 5:00 pm)

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$185.00 each
Damage Waiver	\$14.00 each

On-call/Emergency (After Hours and Weekend)

Standard Toilet Unit with Sink	\$10.00 each, plus tax
Weekly Service	\$185.00 each
Damage Waiver	\$14.00 each
2 Hour Delivery Charge (one-time charge per delivery)	\$200.00