

**FIRST AMENDMENT TO
NAPA COUNTY AGREEMENT No. 220018B**

THIS FIRST AMENDMENT to Agreement No. 220018B is made this 23rd day of July, 2024 by and between the NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Unity Courier Service, Incorporated, a California corporation, whose mailing address is 7555 N San Fernando, Burbank, CA 91505, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, on June 22, 2021, COUNTY engaged CONTRACTOR in Agreement **220018B** in order to obtain interlibrary loan courier services; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add additional courier pickups, incorporate Unity's fuel surcharge cost, as well as increase the contract maximum and term.

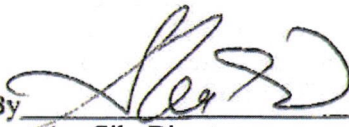
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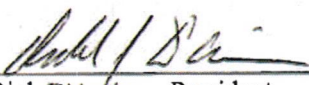
NOW, THEREFORE, the parties hereby amend Agreement No. 220018B in accordance with the terms and conditions set forth below:

1. Exhibit "B" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-1", and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
2. Paragraph 3 "Compensation" is amended to read in full as follows:
 - (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. Travel or 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-1".
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be five hundred and fifty thousand dollars (**\$550,000.00**) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
3. This Amendment No. 1 shall be effective July 1, 2024.
4. The Contract term is hereby extended through June 30, 2029.
5. All other terms and conditions of Agreement No. 220018B shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 220018B

was executed by the parties hereto as of the date first above written.

By 
Alex Gil - Director

By 
Rich D'Amico - President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
Joelle Gallagher, Chair
Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: <i>Susan B. Altman</i> , Deputy County Counsel Date: May 15, 2024	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-1" **COMPENSATION AND EXPENSE REIMBURSEMENT**

Rate Schedule					
	Year 1	Year 2	Year 3	Year 4	Year 5
Location Name & days:	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
American Canyon Lib (M-F)	\$ 715.00	\$ 740.00	\$ 777.00	\$ 800.00	\$ 837.00
Calistoga Library (M-F)	\$ 715.00	\$ 740.00	\$ 777.00	\$ 800.00	\$ 837.00
Napa County Library (M-F)	\$ 1,350.00	\$ 1,398.00	\$ 1,454.00	\$ 1,512.00	\$ 1,572.00
Napa Valley College (M&F)	\$ 360.00	\$ 374.00	\$ 389.00	\$ 405.00	\$ 421.00
Solano Community College (M&W)	\$ 360.00	\$ 374.00	\$ 389.00	\$ 405.00	\$ 421.00
Yountville Library (M-F)	\$ 715.00	\$ 740.00	\$ 777.00	\$ 800.00	\$ 837.00
Holds Locker (M-F)	\$ 1,350.00	\$ 1,398.00	\$ 1,454.00	\$ 1,512.00	\$ 1,572.00
Monthly Rate	\$ 5,565.00	\$ 5,764.00	\$ 6,017.00	\$ 6,234.00	\$ 6,497.00
Fuel Surcharge	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Annual Cost	\$ 78,780.00	\$ 81,168.00	\$ 84,204.00	\$ 86,808.00	\$ 89,964.00

Year 1	\$ 78,780.00
Year 2	\$ 81,168.00
Year 3	\$ 84,204.00
Year 4	\$ 86,808.00
Year 5	\$ 89,964.00
Fuel Surcharge	\$ 60,000.00
Additional Services and Expenses	\$ 69,076.00
Contract Maximum:	\$ 550,000.00

The Library Director or their designee are authorized to approve changes in categorical expenditures as long as the total contract amount does not exceed the Agreement Maximum of \$550,000

Monthly Service Fee as listed in Rate Schedule table above- One weekday daily campus stop

Additional Services & Expense

Weight Fee- the total daily shipment may weigh up to 100 pounds any additional weight over 100 pounds will be charged at \$.50 per pound

Fuel Surcharge

Holiday Charges for services rendered on Federal holidays

For any parking, loading or vendor permits require to operate on campus

Additional days of courier services in addition to rate schedule above

The cost of courier pouches, transport bins, security vaults and such other items required or requested by Library

Unity Courier Service Fuel Escalation Calculation Grid

- 1) A fuel surcharge will be added to the contracted monthly price for courier services in accordance with the requirements herein and the Table below.
- 2) The California statewide retail gasoline prices for MIDGRADE gasoline announced during the last week of the month will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the following month's invoice on a quarterly basis in January, April, July, and October. The current California statewide retail gasoline prices can be obtained on the internet at:
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

Example: Statewide retail gasoline prices for MIDGRADE gasoline published during the last week of December will be used to determine the fuel surcharge that will be effective for the months of January - March.

Fuel Surcharge Index Table

When the Statewide retail gasoline prices is:

At Least	But Less Than	Fuel Surcharge
3.5	3.59	0%
3.6	3.69	0.50%
3.7	3.7	1.00%
3.8	3.89	1.50%
3.9	3.99	2.00%
4	4.09	2.50%
4.1	4.19	3.00%
4.2	4.29	3.50%
4.3	4.39	4.00%
4.4	4.49	4.50%
4.5	4.59	5.00%
4.6	4.69	5.50%
4.7	4.79	6.00%
4.8	4.89	6.50%
4.9	4.99	7.00%
5	5.09	7.50%
5.1	5.19	8.00%
5.2	5.29	8.50%
5.3	5.39	9.00%
5.4	5.49	9.50%
5.5	5.59	10.00%
5.6	5.69	10.50%
5.7	5.79	11.00%
5.8	5.89	11.50%
5.9	5.99	12.00%

\$6.00 or more, apply .5% additional fuel surcharge for every \$.10 per gallon increase in the Statewide retail gasoline price for MIDGRADE gasoline.

Less than \$3.59 on the Statewide retail gasoline prices – No surcharge will apply.