

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 230000B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230000B is made and entered into as of this ___ day of August, 2023 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and BRIGHTVIEW LANDSCAPE SERVICES, INC., a Pennsylvania corporation, whose business address is 4100 Paoli Loop Road, American Canyon, CA 94503, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, on April 5, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No. 230000B (“Agreement”), as authorized by Government Code section 31000, to provide landscape maintenance and on-call services at various County owned or operated properties and vegetated roadside strips; and

WHEREAS, the Agreement includes landscape maintenance in County Service Area No. 3 (CSA No. 3), which is funded by assessments levied on nearby property owners who benefit from the improvements; and

WHEREAS, COUNTY’s prior authority to collect assessments for CSA No. 3 expired, but on July 18, 2023, property owners in CSA No. 3 voted in favor of new assessments for street-related services, including median landscaping; and

WHEREAS, landscape services in CSA No. 3 will change substantially and will not resemble the work CONTRACTOR quoted in its proposal to COUNTY to be awarded the Agreement; and

WHEREAS, landscape services in CSA No. 3 needs to be removed from the scope of services of this Agreement because the services will be advertised and awarded separately as a new project;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement as follows:

TERMS

1. Paragraph 2 of the Agreement is amended in its entirety to read as follows:
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” attached hereto, as further described in the RFP and CONTRACTOR’s proposal, incorporated by reference herein, except that services in CSA No. 3 shall no longer be provided by CONTRACTOR after August 31, 2023.

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, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B," attached hereto and incorporated by reference herein, except that CONTRACTOR shall not provide or be compensated for services performed in CSA No. 3 after August 31, 2023.

(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 ONE HUNDRED THIRTY-ONE THOUSAND THREE HUNDRED AND FOUR DOLLARS (\$131,304) for routine professional services per fiscal year and TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for non-routine/special on-call landscape maintenance 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.

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

4. 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by Napa County, acting by and through the Chair of the Board of Supervisors, and by Brightview Landscape Services acting through their duly authorized officer(s).

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By *Fairlight Beard*
 FAIRLIGHT BEARD,
 Vice President / General Manager

By *Susan DeSantis*
 SUSAN DESANTIS, Assistant Secretary

NAPA COUNTY, a political subdivision of
 the State of California

By _____
 BELIA RAMOS, Chair
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Thomas C. Zeleny</i></u> Chief Deputy County Counsel</p> <p>Date: <u>August 11, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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