

**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 250053B**

THIS AMENDMENT NO. 1 (Amendment No. 1) TO NAPA COUNTY AGREEMENT NO. 250053B (“Agreement”) is made and entered into as of \_\_\_\_ day of \_\_\_\_\_ 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and SANCHEZ BROTHERS LANDSCAPING, INC., whose business address is 1245 Hale Street, Vallejo, CA 94591, hereinafter referred to as “CONTRACTOR.” The COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

**RECITALS**

**WHEREAS**, on July 9, 2024, COUNTY and CONTRACTOR entered into the Agreement to provide landscape maintenance, irrigation, restoration and repair services in County Service Area No. 3 (“CSA3”); and

**WHEREAS**, the condition of the old irrigation system was worse than anticipated, and while many repairs have been completed COUNTY needs additional repairs to the irrigation infrastructure servicing islands 4, 5, 6, and 7, with extensive repairs and component replacements required because of deterioration of lines and valves; and

**WHEREAS**, COUNTY needs additional landscape maintenance performed in the immediate vicinity of CSA3, consisting primarily of weed abatement along Devlin Road, and it will be more economical and efficient, and less disruptive to the community, for CONTRACTOR to perform the services rather than hiring another contractor; and

**WHEREAS**, additional funds are needed to finish repairs of the irrigation system and for the initial clearing of weeds along Devlin Road; and

**WHEREAS**, CONTRACTOR is willing to perform the additional work under the terms and conditions set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

**TERMS**

1. Paragraph 2 of the Agreement is hereby amended in its entirety to read as follows:
2. **Scope of Services.** CONTRACTOR shall provide landscape maintenance and related services to COUNTY for CSA3 as further described in Exhibit “A” attached hereto and hereby incorporated by reference. Commencing in July of 2025, CONTRACTOR shall also provide landscape maintenance and related services as further described in Exhibit “A-1” attached hereto and hereby incorporated by reference.

2. Paragraph 3 of the Agreement is hereby amended in its entirety to read as follows:

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's performance of the Scope of Services in Exhibit "A," COUNTY shall pay CONTRACTOR on a monthly basis for the street "islands" at the rates set forth in Exhibit "B" attached hereto and hereby incorporated by reference, regardless of the actual number of hours worked by CONTRACTOR. In consideration of CONTRACTOR's performance of the Scope of Services in Exhibit "A-1," COUNTY shall pay CONTRACTOR on a monthly basis at the rates set forth in Exhibit "B-1" attached hereto and hereby incorporated by reference.

(b) Additional Services. COUNTY may require that CONTRACTOR perform landscape-related services in addition to regular periodic maintenance, as generally described in Exhibits "A" and "A-1." COUNTY and CONTRACTOR must agree in writing on the scope and the fee for the Additional Services prior to CONTRACTOR's performance of any Additional Services.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) from the effective date of this Agreement until June 30, 2025, ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for fiscal year 2025-26, and ONE HUNDRED THOUSAND DOLLARS (\$100,000) for each subsequent 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.

3. The Scope of Services described in Exhibit "A-1" is not included in the calculation of the assessments for CSA3. Therefore, notwithstanding anything to the contrary in paragraph 4 of the Agreement, CONTRACTOR shall submit separate invoices for services described in Exhibit "A-1" so that COUNTY may pay such invoices using a different source of funds. Invoices may still be submitted to the Staff Services Analyst for CSA3.

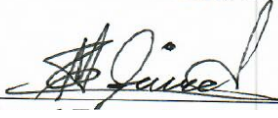
4. This Amendment No. 1 represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain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


5. 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 this page is intentionally left blank)*

**IN WITNESS WHEREOF**, this Amendment No. 1 is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officers.

SANCHEZ BROTHERS LANDSCAPING, INC.

By:   
Manuel Torres Sanchez, Co-owner and CEO

By:   
Eliud Sanchez, Co-owner

NAPA COUNTY, a political subdivision of the State  
of California

By: \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 2, 2025</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 "A-1"**

### **SCOPE OF SERVICES**

#### **I. DESCRIPTION OF SERVICES**

##### **1. Scope of Work.**

- 1.1. Sanchez Brother's Landscaping Inc. hereinafter referred to as Contractor, shall furnish all labor, equipment, materials, and supervision required to perform weed abatement and control litter and debris on both sides of Devlin Road from Tower Road to Airport Boulevard on a monthly basis throughout the term of the contract.
- 1.2. The initial clearing of weeds and litter will require significantly more effort than the monthly maintenance performed thereafter. In lieu of the monthly fee for the first month, the initial clearing will be performed as Additional Services under paragraph 3(b) of the Agreement.

##### **2. Workforce and Performance.**

- 2.1. All workers shall be under the supervision of an experienced landscape maintenance supervisor.
- 2.2. All work is to be performed in accordance with standard horticultural practices, using modern techniques accepted by the industry.
- 2.3. All work is to be performed with the utmost concern for the safety of the workers, and the public.
- 2.4. All work shall be scheduled so that horticultural tasks are completed at the proper times as agreed upon by the parties. Schedules may vary throughout the year as weather conditions dictate as agreed upon by the parties.
- 2.5. The Contractor shall repair damages caused by his employees or agents.

##### **3. Weed Control.**

- 3.1 Weed abatement will be performed on both sides of Devlin Road within the service area, from the Road to the sidewalk and approximately 3 feet after the sidewalk into the common areas.
- 3.2 All materials or chemicals used must comply with local, state, and federal laws. The Contractor shall report the use of all pesticides to the County Agricultural Commissioner's Office as required by law.
- 3.3 Application of all materials or chemicals should be carefully timed to promote positive results and safety.
- 3.4 The cost of chemicals and their application is included.

##### **4. Debris and Litter.**

- 4.1. Debris and litter shall be removed on both sides of Devlin Road within the designated service area, from the Road to the sidewalk and approximately 3 feet after the sidewalk into the common areas, on a monthly basis.
- 4.2. Contractor shall perform cleanup of all drain cut-offs along Devlin Road, within the

designated service area, to remove dirt and debris and ensure proper drainage flow and clog prevention.

## **EXHIBIT “B-1”**

### **COMPENSATION AND FEE SCHEDULE**

Compensation will be paid on a monthly basis as follows. Hours shown are for estimation purposes only. The monthly rate will apply regardless of the actual hours worked.

Devlin Road, both sides, within the designated service area (approximately from Tower Road to Airport Boulevard) from roadway to sidewalk, and approximately 3 feet after the sidewalk into the common areas. \$1,800.00/mo. 32.75hrs/mo.