

AMENDMENT NO. 1 TO AGREEMENT NO. C2024-658
PURCHASE OF CHEMICALS

City Budget Code: 53060116-56310

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2024-658, entitled AGREEMENT FOR PURCHASE OF CHEMICALS ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and Thatcher Company of California, Inc., a California corporation ("**Supplier**"), is effective on the date last signed by the City, which is identified on the signature page as the "Effective Date."

RECITALS

A. City and Supplier entered into the Agreement, effective July 29, 2024, for an amount not to exceed \$300,000 per fiscal year, pursuant to which Supplier agreed to perform certain services described in the Agreement ("**Services**"), generally including delivery of water treatment chemicals.

B. The parties desire to amend the Agreement to increase the Payment total not-to-exceed to \$450,000 per fiscal year for the remaining term of the Agreement.

NOW, THEREFORE, the City and the Supplier, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. PAYMENT. City will compensate Supplier for satisfactory performance of the Services for an additional amount not to exceed \$150,000. The cumulative total compensation payable to the Supplier will not exceed \$450,000 without prior written authorization from the City (based on \$300,000 for the original Agreement and any prior amendments thereto, plus \$150,000 for this Amendment).

3. ENTIRE AGREEMENT. The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

4. SIGNATURES; ELECTRONIC SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Supplier and City. The parties agree that this Amendment may be executed and transmitted electronically and that electronic signatures shall have the same force and effect as original signatures in accordance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. 7001 et seq.; the California Uniform Electronic Transactions Act, Civil Code Section 1633.1 et seq. and California Government Code Section 16.5. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

SUPPLIER:
Thatcher Company of California, Inc, a California corporation

By: _____
Joy Eldredge, Utilities Director

By: _____
Craig N. Thatcher, Chief Executive Officer

By: _____
Michael T. Mitchell, President

Date: _____
("Effective Date")

COUNTERSIGNED:

APPROVED AS TO FORM:
