## AMENDMENT NUMBER ONE TO LEASE AGREEMENT BETWEEN CITY OF COSTA MESA AND DIAMOND ENVIRONMENTAL SERVICES, LP

This Amendment Number One to Lease Agreement ("Amendment") is made and entered into this 5th day of May, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("Lessee"), and DIAMOND ENVIRONMENTAL SERVICES, LP, a California limited partnership ("Lessor").

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated March 1, 2019 for the lease of restroom facilities in connection with Lessee's temporary shelter ("Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Section 1.2 of the Lease shall be deleted in its entirety and replaced with the following:
  - 1.2 The Property. The "Property" is that certain property known as one (1) 37' long Forest River Premier Shower Suite unit and associated items as further described in Exhibit "A," attached hereto and incorporated herein by this reference, one (1) 22' x 24' Americans with Disabilities Act (ADA) Certified JAG Shower Suite unit and associated items as further described in Exhibit "B," attached hereto and incorporated herein by this reference, four (4) Classic Restroom units and associated items as further described in Exhibit "C," attached hereto and incorporated herein by this reference, and a two (2) Basin Sink as further described in Exhibit "D," attached hereto and incorporated herein by this reference.
- 2. Section 3.2 of the Lease shall be deleted in its entirety and replaced with the following:
  - 3.2 <u>Base Rent</u>. Following payment of the Initial Rent, Lessee shall pay to Lessor as rent for the Property the sum of Two Thousand Two Hundred Fifty-Six Dollars and Fifty-Six Cents (\$2,256.56) per week ("Base Rent"). The rental amount includes the rental costs, service fees, and agency and energy fees associated with the Property. The Base Rent amount shall be pro-rated based on the installation and removal dates of each of these items.
- 3. The Agreement shall be amended to add a Section 3.6, which shall read as follows:
  - 3.6 On-Call Services. In the event Lessee requests additional servicing of the units beyond the frequency for such services as set forth in Exhibits A, B, C, and D, Lessor shall invoice Lessee based upon the per-service costs for such requested services in accordance with the fee schedule set forth in Exhibit E, attached hereto and incorporated herein by this reference.

- 4. The Agreement shall be amended to add a Section 4.7, which shall read as follows:
  - **4.7** Servicing of Property. Lessor shall service the shower units, restroom units, and basin sinks in accordance with the frequency of such servicing as set forth in Exhibits A, B, C, and D on a schedule agreed upon by Lessor and Lessee. Lessee may cancel or modify the servicing of any unit by providing seven (7) days' written notice to Lessor of such cancelation or modification.
- 5. Exhibits A, B, and C to the Lease shall be deleted in their entirety and replaced with the attached revised Exhibits A, B, and C.
- 6. The Agreement shall be amended to attach and incorporate the attached Exhibits D and E.
- 7. All terms not defined herein shall have the same meaning and use as set forth in the Lease.
- 8. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
- 9. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

LESSEE:		
CITY OF COSTA MESA, A municipal corporation		
Son: am Done H	Date:	ulsho
City Manager		
LESSOR:		
DIAMOND ENVIRONMENTAL SERVICES, LP, A California limited partnership		
	Date:	05.18.2020
Signature Tanno Gomolka, VP Sales Diamond Environmental Services		
Name and Tallice 760.744.7191 Direct 760.290.333	36	
•	Date:	
Signature		
Name and Title		
ATTEST:	12/2	
Brenda Green 6/9/2020 City Clerk		
APPROVED AS TO FORM:		
Turkel Pale Barba	Date:	6/5/20
City Attorney		

Risk Management	Date: 4/3/5020
DEPARTMENTAL APPROVAL:	
Acting Parks and Community Services Director	Date: 06/03/20
APPROVED AS TO PURCHASING:	
Budget and Purchasing Manager	Date: Pray 30 (2020)

## EXHIBIT A TO LEASE AGREEMENT FOREST RIVER PREMIER SHOWER SUITE



#### **Diamond Suite Trailer Agreement**

Visit us @ www.dlamondprovides.com

(888) 744-7191

Date:

August 13, 2019

To:

City of Costa Mesa / Attn: Accounts Payable

PO Box 1200

Costa Mesa, CA 92628 Kelly Telford 714-754-5241 From:

**Rovert Martinez** 

Office: 760.744.7191
Direct line: 760.290.3339
RovertM@diamondprovides.com

Project Contact Project Name & Location Pricing expires in 30 days

Kelly Telford 714-754-5241 Shelter - 1885 Anahlem Ave, Costa Mesa CA 92627

Qty	Description	Unit Price	Line Total
Yestes in	Delivery / Set Up	\$600.00	
-	8 Heads 4 Sinks Forest River Premier Shower Suite	\$3,420.00	
	4 Women Shower Heads 2 Sink		
	4 Men Shower Heads 2 Sink		
	37' Long		<del></del>
12	Week Day Service (per Service) up to 400 Gallons	\$140,00	\$1,680.0
	Saturday Service		
	Sunday Service		
	Janitoriai Service (Upon Request)		
4	Weekly Rental Rate	\$796.00	\$3,184.0
	*** This is on a 28 day billing cycle ***		
	Customer to provide:		
	1- 50 AMP Twist Cord Power Cord 1- Dedicated 50 AMP Circuit		
	Water Access, Hose & Propane refill for Water Heater If needed.		
	Damage Walver (per week)	\$250.00	
READ	Damage Walver - Walves damages & graffiti up to \$5,000. Theft & Total Loss is excluded. \$250 per Week Walver fee will be added to Total	•	
4.	If you opt in and initial. Cannot opt in/out during or after service is finished.	OPT IN	
		Total *	\$4,864.0

EO TAX IO #	OR	CA DRIVERS LICENSE # and DOB	
RINT NAME		nne	Prevailing Wage ☐ Yes ☐ No

SIGNATURE FOR WORK AUTHORIZATION

DATE

\*Agency & Energy fee will be added to all invoices. Customer's indemnity: Customer will indemnify Diamond Environmental Services, it's employees and agents against any claim, liability, or costs arising from this agreement or the use of the equipment, including property damage and personal injuries, except to the extent that such claims, liabilities or costs are due to Diamond Environmental Services sole negligence. Customer is responsible for damage caused by Acts of God, fire, theft, negligence, abuse, or vandalism, and agrees to pay all costs and expenses necessary to restore or replace sid equipment. Failure to sign Diamond agreement and/or replacement of Diamond agreement with a P.O. or contract does not valve or alter Diamond language. Customer representative must be present at time of installation of Diamond equipment. Damaged or missing equipment or material will be charged to Lessee. Damage caused to after installation or delivery shall be the responsibility of Lessee. Rates quoted do not include Prevailing Wages unless specified. Diamond cannot comply with any PSA's & PLA's requirements. Prices subject to change due to desired actual material installed, ground conditions and/or accessibility. Lessee responsible for utility marking.

## EXHIBIT B TO LEASE AGREEMENT ADA CERTIFIED JAG SHOWER SUITE



#### **Diamond Suite Trailer Agreement**

Visit us @ www.diamondprovides.com

(888) 744-7191

Date:

August 13, 2019

To:

**Project Contact** 

City of Costa Mesa / Attn: Accounts Payable

**Project Name & Location** 

PO Box 1200

Costa Mesa, CA 92628 Kelly Telford 714-754-5241 From:

**Rovert Martinez** 

Office: 760.744.7191
Direct line: 760.290.3339
RovertM@diamondprovides.com

Pricing expires in 30 days

Kelly Le	rord /14-/54-5241   Sn	eiter - 1885 Ananeim Ave, Costa Mesa	CA 92627	
Qty	Description		Unit Price	Line Total
	Delivery / Set Up		\$675.00	•
	1 Stall 1 Sink ADA Jag Shower	Sulte	\$2,975.00	
	1 ADA Shower, 1 ADA Tollet, 1	ADA Sink		
	1 Shower, 1 Tollet, 1 Sink			Separation of the same of the
	Foot Print 22' x 24'			
8	Week Day Service (per Servi	ce) up to 400 Gallons	\$140.00	\$1,120.00
	Saturday Service			
	Sunday Service			
	Janitorial Service (Upon Requ	est)		
4	Weekly Rental Rate		\$550.00	\$2,200.00
	*** This is on a 28 day billing c	ycle ***		
	Customer to provide:		*	
	1-110V Power Cords & 1-dedica	ted 30 AMP Circuits		
	Water Access, Hose & Propane	refill for Water Heater if needed.		
	Damage Walver (per week)		\$250.00	
	Damage Waiver - Waives damag	es & graffiti up to \$5,000. Theft & Total		
READ	Loss is excluded. \$250 per Weel	k Walver fee will be added to Total	7	
dr.	if you opt in and initial. Cannot	opt in/out during or after service is finished.	OPT IN	
			Total *	\$3,320.00
FED TAX (D	≠ OR	CA DRIVERS LICENSE # and DOB	┕	
		•	Preva	iling Wage
PRINT NAME		TATCE	☐ Ye	

SIGNATURE FOR WORK AUTHORIZATION

"Agency & Energy fee will be added to all invoices. Customer's indemnity: Customer'will indemnify Diamond Environmental Services, it's employees and agents against any claim, liability, or costs arising from this agreement or the use of the equipment, including property damage and personal injuries, except to the extent that such claims, liabilities or costs are due to Diamond Environmental Services sole negligence. Customer is responsible for damage caused by Acts of God, fire, theft, negligence, abuse, or vandalism, and agrees to pay all costs and expenses necessary to restore or replace a aid equipment. Failure to sign Diamond agreement and/or replacement of Diamond agreement with a P.O. or contract does not walve or alter Diamond language. Customer representative must be present at time of installation of Diamond equipment. Damaged or missing equipment or material will be charged to Lessee. Damage caused to after installation or delivery shall be the responsibility of Lessee. Rates quoted do not include Prevailing Wages unless specified. Diamond cannot comply with any PSA's RPLA's requirements. Prices subject to change due to desired actual material installed, ground conditions and/or accessibility. Lessee responsible for utility marking.

## EXHIBIT C TO LEASE AGREEMENT CLASSIC RESTROOM UNITS



#### Confidential **Restroom Agreement**

Visit us @ www.diamondprovides.com

(888) 744-7191

Date:

August 13, 2019

To:

City of Costa Mesa / Attn: Accounts Payable

PO Box 1200

Costa Mesa, CA 92628 Kelly Telford 714-754-5241 From: Rovert Martinez

Office:

(760) 744-7191

Direct:

(760) 290-3339

Email: RovertM@dlamondprovides.co

	Contact	Project Name & Location			pires in 30 days
Kelly Te	elford 714-754-5241	Shelter - 1885 Anahe	lm Ave, Costa Mesa CA	92627	
Qty	t	escription	Service(s)	Unit Price	Line Total
2	2 Basin Sink		4X @ Week Service	\$214.95	\$429.90
2	Agency & Enrgy	and the soul of the mentioned and party of the supplied of the proof of the supplied to the state of the proof of the supplied to the supplied	77 0 3 market - 0 0 0 0 0 10 mill) to a secret market market was to be a 1 Auditor	\$13.26	\$26.52
-	Delivery / Removal fee p	er unit		\$43.80	la kilahirihan asalmasaridi ha untarabumbatkila ataratus bu
*		and an analysis of the second and a second and a second and a second as the second as the second as the second			
	*** 28 day billing cycle,	agency & energy fee will			
	be added to each invoice	***			n bhah dibad (Madiadamin in an att biobad a
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					<b>****</b>
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		nad madhambla gair dhissadh e e nachadh aid leisin a chrife fair a seprag ymyng at mai sa		Total *	\$456.42
ED TAX ID		DR CA DRIVERS LICENSE # and	DOB	rotal	<b>ф450.4</b> 2
	•				
RINT NAME			TITLE		

SIGNATURE FOR WORK AUTHORIZATION

DATE

\*28 Day Billing Cycle. \*Agency & Energy fee will be added to all invoices. Customer's indemnity: Customer will indemnify Diamond Environmental Services, il employees and agents against any claim, liability, or costs arising from this agreement or the use of the equipment, including property damage and personal injuries, except to the extent that such claims, ilabilities or costs are due to Diamond Environmental Services sole negligence. Customer is responsible for dama caused by Acts of God, fire, theft, negligence, abuse, or vandalism, and agrees to pay all costs and expenses necessary to restore or replace said equipment. Failure to sign Diamond agreement and/or replacement of Diamond agreement with a P.O. or contract does not waive or alter Diamond language. Customer representative must be present at time of installation of Diamond equipment. Damaged or missing equipment or material will be charged to Lessee. Damage caused to after installation or delivery shall be the responsibility of Lessee. Rates quoted do not include Prevailing Wages unless specified. Diamond cannot comply with any PSA's & PLA's requirements. Prices subject to change due to desired actual material installed, ground conditions and/or accessibility. Lessee responsible for utility marking.

## EXHIBIT E TO LEASE AGREEMENT ADDITIONAL SERVICES



#### **Confidential Restroom Agreement**

Visit us @ www.diamondprovides.com

(888) 744-7191

Date:

Direct:

April 17, 2020

To:

City of Costa Mesa

PO Box 1200

Costa Mesa, CA 92628

Stacy Lumley | 714-925-4914 stacy.lumley@costamesa.gov From: Rovert Martinez

Office:

(760) 744-7191 (760) 290-3339

Email: rovertm@diamondprovides.com

roject Contact	Project Name & Location		the same and the s	xpires in 30 da
te Contact	Shelter - 1885 Anahein	Ave, Costa Mesa C	A 92627	
Qty	Description	Service(s)	Unit Price	Line Total
Aditional trip	s / trouble shoot \$75.00 portal to portal	(\$75 pour	vour)	
After hours a	dditional \$175.00 doesn't include service			
Weekend / H	olidays \$250.00 doesn't include service			
Extra Service	the ADA + 1 shower it is \$140 per svc			
Extra Service	each portable restroom/sink \$35 per unit			
Extra Service	the 8 head shower \$140 per svc			
Same Day Se	rvice Fee \$175.00			
			Total *	\$0.

SIGNATURE FOR WORK AUTHORIZATION

DATE

\*28 Day Billing Cycle. \*Agency & Energy fee will be added to all invoices. Customer's Indemnity: Customer will indemnify Diamond Environmental Services, II employees and agents against any claim, liability, or costs arising from this agreement or the use of the equipment, including property damage and personal injuries, except to the extent that such claims, liabilities or costs are due to Diamond Environmental Services sole negligence. Customer is responsible for dama caused by Acts of God, fire, theft, negligence, abuse, or vandalism, and agrees to pay all costs and expenses necessary to restore or replace sald equipment. Fallure to sign Diamond agreement and/or replacement of Diamond agreement with a P.O. or contract does not waive or alter Diamond language. Customer representative must be present at time of installation of Diamond equipment. Damaged or missing equipment or material will be charged to Lessee. Damage caused to after installation or delivery shall be the responsibility of Lessee. Rates quoted do not include Prevailing Wages unless specified. Diamond cannot comply with any PSA's & PLA's requirements. Prices subject to change due to desired actual material installed, ground conditions and/or accessibility. Lessee responsible for utility marking.



#### Confidential **Restroom Agreement**

Visit us @ www.diamondprovides.com

(888) 744-7191

Date:

August 13, 2019

To:

City of Costa Mesa / Attn: Accounts Payable

po Box 1200

Costa Mesa, CA 92628 Kelly Telford 714-754-5241 From: Rovert Martinez

Office:

(760) 744-7191

Direct:

(760) 290-3339 Email: rovertm@diamondprovides.con

Pricing expires in 30 days **Project Contact Project Name & Location** Shelter - 1885 Anaheim Ave, Costa Mesa CA 92627 Kelly Telford 714-754-5241

Qty	Description	Service(s)	Unit Price	Line Total
4	Classic Restroom	4X @ Week Service	\$262.78	\$1,051.12
4	Agency & Energy		\$16.38	\$65.52
4	SWPP Approved Containment pan \$5.34 each		\$5,34	\$21.36
	*** 28 day billing cycle, agency & energy fee will			
	be added to each invoice ***			
	Saturday service is included in the rate of the restrooms			
		•		
		ing an exemplating a community and the second of the secon		S bearing order of the Flance some Securiorism
			Total *	\$1,138.00

FED TAX ID #	OR	CA DRIVERS LICENS	E # and DO

SIGNATURE FOR WORK AUTHORIZATION

DATE

\*28 Day Billing Cycle. \*Agency & Energy fee will be added to all involces. Customer's Indemnity: Customer will Indemnify Diamond Environmental Services, II employees and agents against any claim, liability, or costs arising from this agreement or the use of the equipment, including property damage and personal injuries, except to the extent that such claims, liabilities or costs are due to Diamond Environmental Services sole negligence. Customer is responsible for dama caused by Acts of God, fire, theft, negligence, abuse, or vandalism, and agrees to pay all costs and expenses necessary to restore or replace said equipment. Failure to sign Diamond agreement and/or replacement of Diamond agreement with a P.O. or contract does not waive or after Diamond language. Customer representative must be present at time of installation of Diamond equipment. Damaged or missing equipment or material will be charged to Lessee. Damage caused to after installation or delivery shall be the responsibility of Lessee. Rates quoted do not include Prevailing Wages unless specified. Diamond cannot comply with any PSA's & PLA's requirements. Prices subject to change due to desired actual material installed, ground conditions and/or accessibility. Lessee responsible for utility marking.

## EXHIBIT D TO LEASE AGREEMENT BASIN SINK UNIT

# DIAMOND ENVIRONMENTAL SERVICES REVISED QUOTES FOR SHELTER AT LIGHTHOUSE CHURCH

						8 Head/	
		2 Hand			1 ADA	4 Sink	
		Wash	4 Classic		Shower/	Shower	
		Stations	Restrooms		Toilet/Sink	Suite	
		(service 4x	(service 4x	Containment	(service 2x	(service 3x	
	-	per week)	per week)	Pan	per week)	per week)	Total
Rental Fee (includes tax of 7.75%)		•	1	21.36	2,200.00	3,184.00	5,405.36
Service Fee		429.90	1,051.12	ı	1,120.00	1,680.00	4,281.02
Agency & Energy		26.52	65.52	t	N/A	ΝΑ	92.04
	Total	456.42	1,116.64	21.36	3,320.00	4,864.00	9,778.42
Containment Pan?		21.36	is agency and e	21.36 is agency and energy fee built in?	<i>د</i> .		

Containment Pan?

Amber Updated below 4/23/20

117,341.04 Annual Total 2,256.56 Weekly Total

# DIAMOND ENVIRONMENTAL SERVICES REVISED QUOTES FOR SHELTER AT LIGHTHOUSE CHURCH

						8 Head/	
		2 Hand			1 ADA	4 Sink	
		Wash	4 Classic		Shower/	Shower	
		Stations	Restrooms		Toilet/Sink	Suite	
		(service 4x	(service 4x	Containment	(service 2x	(service 3x	
	ı	per week)	per week)	Pan	per week)	per week)	Total
Rental Fee (includes tax of 7.75%)		•	•	16.00	2,200.00	1,680.00	3,896.00
Service Fee		407.90	1,008.00		1,120.00	3,184.00	5,719.90
Agency & Energy		26.52	65.52	1.04	N/A	N/A	93.08
	Total	434.42	1,073.52	17.04	3,320.00	4,864.00	9,708.98
Invoice 0002079431 6/17/19 - (5/27-7/14)					4,160.00	4,864.00	9.024.00
Invoice 0002179090 6/17/19 - (6/17-7/14)		403.38	1,073.52	17.04			1,493.94
Invoice 0002123152 7/15/19 - (7/15-8/11)					3,320.00	4,864.00	8,184.00
Invoice 0002179091 7/15/19 - (7/15-8/11)		520.61	1,073.52	17.04			1,611.17
Invoice 0002169448 8/12/19 - (8/12-9/8)					3,320.00	4,864.00	8,184.00
Invoice 0002179092 8/12/19 - (8/12-9/8)		434.41	1,073.52	17.04			1,524.97
							30,022.08

Amber Updated below 4/23/20 Brittany's Figures

116,507.76 Annual Total 2,240.53 Monthly Total