

**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 Base Rent.** 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

*Alan Amador H*  
City Manager

Date: *5/18/20*

**LESSOR:**

DIAMOND ENVIRONMENTAL SERVICES, LP,  
A California limited partnership

*[Signature]*  
Signature  
**Tanno Gomolka, VP Sales**  
**Diamond Environmental Services**  
Name and Title Office 760.744.7191 Direct 760.290.3336  
Tannog@diamondprovides.com

Date: *05-18-2020*

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

**ATTEST:**

*Brenda Green 6/9/2020*  
City Clerk




**APPROVED AS TO FORM:**

*Kimberly Hall Barlow*  
City Attorney

Date: *6/5/20*

APPROVED AS TO INSURANCE:

  
\_\_\_\_\_  
Risk Management

Date: 6/3/2020

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Acting Parks and Community Services  
Director

Date: 06/03/20

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Budget and Purchasing Manager

Date: May 30, 2020

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



# Diamond Suite Trailer Agreement

Visit us @ [www.diamondprovides.com](http://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 line: 760.290.3339  
 RovertM@diamondprovides.com

<b>Project Contact</b>	<b>Project Name &amp; Location</b>	<b>Pricing expires in 30 days</b>
Kelly Telford 714-754-5241	Shelter - 1885 Anahiem Ave, Costa Mesa CA 92627	

Qty	Description	Unit Price	Line Total
	Delivery / Set Up	\$600.00	
	8 Heads 4 Sinks Forest River Premier Shower Sulte	\$3,420.00	
	4 Women Shower Heads 2 Sink		
	4 Men Shower Heads 2 Sink		
	37' Long		
12	Week Day Service (per Service) up to 400 Gallons	\$140.00	\$1,680.00
	Saturday Service		
	Sunday Service		
	Janitorial Service (Upon Request)		
4	Weekly Rental Rate	\$796.00	\$3,184.00
	*** 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	
<b>READ</b>	<b>Damage Walver - Walves damages &amp; graffitl up to \$5,000. Theft &amp; Total Loss is excluded. \$250 per Week Walver fee will be added to Total if you opt In and Initial. Cannot opt In/out during or after service is finished.</b>	→ <b>OPT IN</b>	
	<b>Total *</b>		<b>\$4,864.00</b>

FED TAX ID # \_\_\_\_\_ OR \_\_\_\_\_ CA DRIVERS LICENSE # and DOB \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

Prevalling 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 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 Prevalling 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.

*Agency & Energy fee apply*

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



# Diamond Suite Trailer Agreement

Visit us @ [www.diamondprovides.com](http://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 line: 760.290.3339  
 RovertM@diamondprovides.com

<b>Project Contact</b>	<b>Project Name &amp; Location</b>	<b>Pricing expires in 30 days</b>
Kelly Telford 714-754-5241	Shelter - 1885 Anaheim Ave, Costa Mesa CA 92627	

Qty	Description	Unit Price	Line Total
	Delivery / Set Up	\$675.00	
	1 Stall 1 Sink ADA Jag Shower Suite	\$2,975.00	
	1 ADA Shower, 1 ADA Toilet, 1 ADA Sink		
	1 Shower, 1 Toilet, 1 Sink		
	Foot Print 22' x 24'		
8	Week Day Service (per Service) up to 400 Gallons	\$140.00	\$1,120.00
	Saturday Service		
	Sunday Service		
	Janitorial Service (Upon Request)		
4	Weekly Rental Rate	\$550.00	\$2,200.00
	*** This is on a 28 day billing cycle ***		
	Customer to provide:		
	1-110V Power Cords & 1-dedicated 30 AMP Circuits		
	Water Access, Hose & Propane refill for Water Heater if needed.		
	Damage Waiver (per week)	\$250.00	
<b>READ</b>	<b>Damage Waiver - Waives damages &amp; graffiti up to \$5,000. Theft &amp; Total Loss is excluded. \$250 per Week Waiver fee will be added to Total if you opt in and Initial. Cannot opt In/out during or after service is finished.</b>	<input type="checkbox"/> OPT IN	
	<b>Total *</b>		<b>\$3,320.00</b>

FED TAX ID # \_\_\_\_\_ OR \_\_\_\_\_ CA DRIVERS LICENSE # and DOB \_\_\_\_\_

PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_

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 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.

*agency energy fee does not apply*



**EXHIBIT C TO LEASE AGREEMENT**

**CLASSIC RESTROOM UNITS**



**EXHIBIT E TO LEASE AGREEMENT**

**ADDITIONAL SERVICES**





**EXHIBIT D TO LEASE AGREEMENT**

**BASIN SINK UNIT**

**DIAMOND ENVIRONMENTAL SERVICES  
REVISED QUOTES FOR SHELTER AT LIGHTHOUSE CHURCH**

	2 Hand Wash Stations (service 4x per week)	4 Classic Restrooms (service 4x per week)	Containment Pan	1 ADA Shower/Toilet/Sink (service 2x per week)	8 Head/4 Sink Shower Suite (service 3x per week)	Total
Rental Fee (includes tax of 7.75%)	-	-	21.36	2,200.00	3,184.00	5,405.36
Service Fee	429.90	1,051.12	-	1,120.00	1,680.00	4,281.02
Agency & Energy	26.52	65.52	-	N/A	N/A	92.04
<b>Total</b>	<b>456.42</b>	<b>1,116.64</b>	<b>21.36</b>	<b>3,320.00</b>	<b>4,864.00</b>	<b>9,778.42</b>

Containment Pan? 21.36 is agency and energy fee built in?

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**

	2 Hand Wash Stations (service 4x per week)	4 Classic Restrooms (service 4x per week)	Containment Pan	1 ADA Shower/Toilet/Sink (service 2x per week)	8 Head/4 Sink Shower Suite (service 3x 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
<b>Total</b>	<b>434.42</b>	<b>1,073.52</b>	<b>17.04</b>	<b>3,320.00</b>	<b>4,864.00</b>	<b>9,708.98</b>
Invoice 0002079431 6/17/19 - (5/27-7/14)	403.38	1,073.52	17.04	4,160.00	4,864.00	9,024.00
Invoice 0002179090 6/17/19 - (6/17-7/14)						1,493.94
Invoice 0002123152 7/15/19 - (7/15-8/11)	520.61	1,073.52	17.04	3,320.00	4,864.00	8,184.00
Invoice 0002179091 7/15/19 - (7/15-8/11)						1,611.17
Invoice 0002169448 8/12/19 - (8/12-9/8)	434.41	1,073.52	17.04	3,320.00	4,864.00	8,184.00
Invoice 0002179092 8/12/19 - (8/12-9/8)						1,524.97
<b>Amber Updated below 4/23/20</b>						<b>30,022.08</b>
<b>Brittany's Figures</b>						
	116,507.76	Annual Total				
	2,240.53	Monthly Total				