

**NAPA COUNTY AGREEMENT NO. 200188B
AMENDMENT NO. 1**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 200188C is made and entered into as of this 1st day of July, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and WESTERN STATE DESIGN, a California corporation, whose mailing address is 2331 Tripaldi Way, Hayward, California 94545, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on November 1, 2019, COUNTY and CONTRACTOR entered into Agreement No. 200188C to provide commercial laundry equipment scheduled maintenance and repairs for Napa County Department of Corrections; and

WHEREAS, COUNTY and CONTRACTOR now desire to enter into this Amendment No.1 to amend the Agreement to extend the term of the agreement and to modify the compensation;

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR, hereby amend Agreement No. 200188C as follows:

1. Paragraph 1 of the Agreement is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2023, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional one (1) year terms, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3, subsection (c) is amended to read in full as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of TWENTY THOUSAND DOLLARS (\$20,000) for professional services per 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. Paragraph 3 is amended to add subsection (d) to read in full as follows:

Annual adjustment of labor rate and trip charge. Effective July 1, 2022, and each year thereafter ending on June 30, 2025. The labor rate and trip charge paid by COUNTY shall be in the amount set forth in Exhibit B-1, increased by the Bureau of Labor Statistics sub index for the Western Area. The Bureau of Labor Statistics sub index number shall be the number for the month of February immediately preceding the fiscal year for which the adjustment will be effective.

3. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "B" shall mean exhibit "B-1" attached to Amendment No. 1 and incorporated by this reference.

4. Except as provided above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

WESTERN STATE DESIGN

By _____
TODD HYRN, Vice President

By _____
MARIANNE LENCI, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Corey S. Utsurogi</u> County Counsel Date: <u>8/3/22</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors By: _____
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EXHIBIT “B-1”

COMPENSATION

The following rates shall apply for the term of this Agreement. Labor and trip charge will be increased by the Bureau of Labor Statistics sub index for the Western Area. The Bureau of Labor Statistics sub index number shall be the number for the month of February immediately preceding the fiscal year for which the adjustment will be effective:

- Fiscal year 2023: COUNTY shall pay CONTRACTOR a maximum of \$2,304.00 for the first year of Scheduled Maintenance.
- Fiscal year 2024: COUNTY shall pay CONTRACTOR a maximum of \$2,372.00 for the second year of Scheduled Maintenance.
- Fiscal year 2025: COUNTY shall pay CONTRACTOR a maximum of \$2,442.00 for the third year of Scheduled Maintenance.
- As-needed Equipment Repairs shall be provided at the following rates:
 - Fiscal year 2023: First year labor rate one person \$149.00 per hour
 - Overtime rate \$223.50 per hour
 - Trip Charge of 155.00 per visit
 - Fiscal years 2024 and 2025: Labor rate, overtime rate and trip charge will be increased according to the Bureau of Labor Statistics as stated above.
- Regular equipment repair labor rate shall be charged by CONTRACTOR to COUNTY for work done Monday through Friday, 8:00am to 4:30pm excluding observed holidays*.
- Overtime equipment repair labor rate shall be charged by CONTRACTOR to COUNTY for work done on observed holidays, weekends, and after hours.
- CONTRACTOR shall be compensated up to a maximum of \$2,442.00 for maintenance costs per fiscal year for the term of this agreement.
- CONTRACTOR shall be compensated up to \$17,558 for repair costs per fiscal year for the term of this agreement, however such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. .

***Observed Holidays are:** New Year’s Day, Martin Luther King Jr’s Birthday, Washington’s Birthday, Cesar Chavez’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day following Thanksgiving Day, the day before Christmas and Christmas Day.

CONTRACTOR shall submit claims for payment in the format provided in Exhibit “C” within 60 days of the end of the month that the service(s) was provided identified in the claim. CONTRACTOR understands and accepts that COUNTY shall not pay such claims if presented more than 60 days after the provision of such service(s).

Total Contract Maximum Not to Exceed \$20,000.00 per Fiscal Year