

**NAPA COUNTY AGREEMENT NO. 190154B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 190154B is effective as of the 1st day of November, 2022, by and between **NAPA COUNTY**, a political subdivision of the State of California, referred to as “COUNTY” and **MISSION LINEN SUPPLY, INC.**, a California corporation, hereinafter referred to as **CONTRACTOR**.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about November 1, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190154D, (hereinafter referred to as “Agreement”) for CONTRACTOR to provide quality linens, mats, and kitchen apparel on a weekly basis for the kitchen operated at the Health and Human Services Agency’s South Napa campus located at 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94559; and

WHEREAS, on or about July 1, 2021, the Parties amended the Agreement to extend the Agreement through June 30, 2024, incorporate Specific Terms and Conditions 3.5 to delegate to Director of the Health and Human Services authority to approve future amendments to Exhibits A and B of this Agreement provided there is no increase to the maximum dollar amount; replace Exhibit A (Scope of Work) with Exhibit A-1 to update the services provided, replace Exhibit B (Compensation) with Exhibit B-1 to decrease the maximum amount per fiscal year, and to update the services that are provided to COUNTY.

WHEREAS, the Parties wish to amend the Agreement to modify Specific Term and Condition 3.4 to extend the term of the Agreement for one additional year through June 30, 2025; replace Exhibit A-1 (Scope of Work) with Exhibit A-2 to update the services provided; and replace Exhibit B-1 (Compensation) with Exhibit B-2 to increase the maximum amount per fiscal year and update the services that are provided to COUNTY.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Specific Terms and Conditions 3.4 is amended to read in full as follows:

Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall commence on July 1, 2019 and shall expire on **June 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/ Indemnification) shall continue in full force and effect after the 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 continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. The maximum amount of payment on Page 1 of the Agreement shall be **Three Thousand Five Hundred Four Dollars (\$3,504.00)** per fiscal year, of which **One Thousand One Hundred Seventy Dollars (\$1,170.00)** is increased by virtue of this Amendment No.2; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
3. Exhibit A-1 is hereby replaced with "Exhibit A-2" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "A" or "A-1" shall refer to "Exhibit A-2" commencing as of the effective date of this Amendment No. 2.
4. Exhibit B-1 is hereby replaced with "Exhibit B-2" attached hereto and incorporated by reference as set forth herein, and all references in the Agreement to Exhibit "B" or "B-1" shall refer to "Exhibit B-2" commencing as of the effective date of this Amendment No. 2.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and amended.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to Napa County Agreement No. 190154B as of the date first written above.

MISSION LINEN SUPPLY, INC.

By 
TONY MANCUSO,
Vice President of Finance/Chief
Financial Officer

By 
AUSTIN FRENCH,
Vice President of Sales

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY
Chair of the Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> Date: <u>November 16, 2022</u> PL No.: <u>83898</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 A-2
SCOPE OF WORK

July 1st 2022 – June 30th 2025

CONTRACTOR shall deliver to Napa County Health and Human Services Agency, 2751 Napa Valley Corporate Drive, Building B, Napa, CA 94558, quality linens consisting of terry towels, bar towels, wet/dust mops and standard kitchen mats as more fully described in Exhibit B.

CONTRACTOR shall deliver items on a weekly basis pursuant to a schedule agreed upon by both CONTRACTOR and COUNTY.

CONTRACTOR shall give verbal notice to COUNTY kitchen staff when CONTRACTOR is unable to arrive and make a delivery at the scheduled time every other week. CONTRACTOR will ensure the delivery is made up during that same work week.

EXHIBIT B-2
COMPENSATION

July 1st 2022 – June 30th 2025

Description	Item Number	Number of Units	Unit Price	Replacement Cost Per Item	Avg. Cost Per Week	Avg. Annual Cost (52 Weeks)
Terry Towel	12540250	75	\$0.13	\$1.50	\$9.75	\$507.00
Terry Towel IM (Inventory Maintenance 5%)	12540250	4	\$1.50		\$5.63	\$292.50
Bar Mop Towel	11300250	25	\$0.15	\$1.50	\$3.75	\$195.00
Bar Mop Towel IM (Inventory Maintenance 5%)	11300250	1	\$1.50		\$1.50	\$78.00
Wet Mop	70742400	5	\$1.75	\$21.94	\$8.75	\$455.00
Mat All Purpose 3x5	86680305	8	\$3.75	\$90.98	\$30.00	\$1,560.00
Service Charge	440000	1	\$8.00	N/A	\$8.00	\$416.00
Total Contract Maximum Per Fiscal Year**						\$3,503.50

CONTRACTOR shall only be reimbursed for those additional inventory items actually ordered by COUNTY and delivered by CONTRACTOR. In order to be reimbursed, CONTRACTOR shall produce an itemized invoice for any additional inventory items ordered by COUNTY.

** Such amount shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered. Compensation to CONTRACTOR includes all professional services, travel, mileage, inventory items, inventory maintenance charges and service charges.

CONTRACTOR shall submit a monthly invoice to COUNTY for the previous month's delivery no later than the 15th day of each month.