

**NAPA COUNTY AGREEMENT NO. 170853B  
AMENDMENT NO. 2**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 170853B** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ALLEGION ACCESS TECHNOLOGIES, LLC, a Delaware limited liability company authorized to do business in California (formerly known as STANLEY ACCESS TECHNOLOGIES, LLC), whose mailing address is 65 Scott Swamp Road, Farmington, CT 06032, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on April 13, 2017, COUNTY engaged CONTRACTOR under Napa County Agreement No. 170853D, renumbered as Napa County Agreement No. 170853B to reflect the proper signature authority (hereafter referred to as “Agreement”) to provide on-call services to automatic doors located in COUNTY owned buildings, as authorized by Government Code section 31000; and

**WHEREAS**, on December 10, 2019, COUNTY and CONTRACTOR entered into Amendment No. 1 to the agreement to extend the term of the agreement and increase maximum compensation; and

**WHEREAS**, in July 2022, Stanley Access Technologies, LLC, was acquired by Allegion plc. Following the acquisition Stanley Access Technologies, LLC, by an amendment to its certificate of incorporation, dated September 2, 2022, changed its legal name to Allegion Access Technologies, LLC; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to increase maximum compensation to accommodate the need for additional services.

**TERMS**

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 3, “**Compensation**” is hereby amended to read in full as follows:

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-1” attached hereto and incorporated by reference herein.

(b) Expenses. Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B-1".

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) per fiscal year for professional services; 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.

2. **Counterparts.** This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

3. **Electronic Signatures.** This Amendment No. 2 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 2 and shall have the same force and effect as a manually executed original.

4. Except as provided in paragraphs 1 through 3 above, the terms and provisions of the Agreement shall remain in full force and effect.

*[Remainder of page left blank intentionally; signature page follows.]*

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties hereto as of the date first above written.

ALLEGION ACCESS TECHNOLOGIES, LLC

By:  Dino F. Guerrero  
DINO GUERRERA, Contract Administrator

Digitally signed by Dino F. Guerrero Date: 2023.11.09 12:19:34 -05'00'

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Deputy County Counsel</p> <p>Date: <u>October 18, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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**EXHIBIT “B-1”**

**EXPENSES**

<b>TRAVEL EXPENSES</b>	<b>RATE</b>
Travel Time	\$226.00
Overtime	\$339.00
Double Overtime	\$452.00

1. Regular Hours: Monday through Friday (excluding National holidays) 7:30 am to 4:30 pm.
2. Overtime Hours: When emergency calls are placed on Monday through Friday outside Regular Hours (as listed at point 1) and Saturdays for same day service.
3. Double Overtime Hours: When emergency calls are placed on Sundays and National holidays for same day service.

Payment of California Prevailing Wage is required.