

**NAPA COUNTY AGREEMENT NO. 200188B
AMENDMENT NO. 2**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200188B is made and entered into as of this day of February 2024, 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, on July 1, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the agreement to extend the term of the agreement and to modify the compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the agreement to expand the scope of work to include unforeseen repairs to equipment at the Napa County Animal Shelter and to increase the maximum compensation by \$10,000;

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, 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 THIRTY THOUSAND DOLLARS (\$30,000) 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.

2. 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-2, 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.

4. On and after the effective date of this Amendment No. 2 of the Agreement, all references in the Agreement to Exhibit A or Exhibit "B-1" shall mean Exhibit "A-1" or "B-2," respectfully. Exhibits A-1 and B-2 are attached hereto and incorporated herein by this reference.

5. **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.

6. **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.

7. Except as provided in paragraphs 1 through 6 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 Agreement was executed by the Parties hereto as of the date first above written.

WESTERN STATE DESIGN

By

Todd Hyrn
TODD HYRN, Vice President

By

Marianne Lenzi
MARIANNE LENZI, Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By

Joelle Gallagher
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>October 18, 2023</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-1"

SCOPE OF WORK

I. DEFINITIONS

Corrections Equipment: Equipment that shall receive scheduled maintenance and repairs under this contract are three (3) commercial clothes washers and four (4) commercial clothes dryers.

Animal Shelter Equipment: Equipment that shall receive repair services only under this contract are (1) commercial clothes washer and (2) commercial clothes dryers.

Scheduled Maintenance: Maintenance to Corrections Equipment shall occur twice per fiscal year, four to six months apart.

- **First Visit:** Perform diagnostic check on equipment and list deficiencies, if any exist. Perform all manufacturers' recommended routine maintenance. Maintenance shall consist of lubrication, changing of oils if necessary, belt tensioning, level controls, adjusting gas pressures, as necessary and removing lint from motor and motor controls.
- **Second Visit:** Perform diagnostic check on equipment and list deficiencies, if any exist. Perform all manufactures' recommended routine maintenance. Maintenance shall consist of lubrication, belt tensioning, level controls and removing lint from motor controls and burner areas on the dryers.

Equipment Repairs: as needed repairs on Equipment outside of and in addition to Scheduled Maintenance.

II. DESCRIPTION OF SERVICES

- CONTRACTOR shall perform Scheduled Maintenance to three (3) commercial clothes washers and four (4) commercial clothes dryers. Scheduled Maintenance consists of two visits per year at a date agreeable by both Parties.
 - First Visit Scheduled Maintenance: CONTRACTOR shall perform diagnostic check on Equipment and provide a list of deficiencies to COUNTY.
CONTRACTOR shall perform Scheduled Maintenance.
 - Second Visit Scheduled Maintenance: CONTRACTOR shall perform diagnostic check on Equipment and provide a list of deficiencies to COUNTY.
CONTRACTOR shall perform all Scheduled Maintenance.
- CONTRACTOR shall provide Equipment Repairs to Corrections and Animal Shelter Equipment outside of Scheduled Maintenance as requested by COUNTY under the terms set out in Exhibit "B-2".

EXHIBIT "B-2"

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 \$27,558 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 \$30,000.00 per Fiscal Year