

**NAPA COUNTY AGREEMENT NO. 180245B
AMENDMENT NO. 2**

THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 180245B is effective the 1st of July, 2023, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **LYTLE, INC. dba HOBART SALES AND SERVICE**, 905 W. College Avenue, Santa Rosa, CA 95401, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about January 25, 2018, COUNTY and CONTRACTOR entered into Napa County Agreement No. 180245D (hereby re-named No. 180245B and hereinafter referred to as the "Agreement") for CONTRACTOR to provide services for kitchen and vaccination storage equipment repair, servicing and maintenance; and

WHEREAS, on or about July 1, 2018, the Parties amended the Agreement to increase the annual contract maximum; revise Exhibit A (Scope of Work) and Exhibit B (Compensation); modify Specific Term and Condition 3.4 to extend the Agreement through June 30, 2023; and add a Specific Term and Condition to delegate authority to the COUNTY's Director of Health and Human Services to approve future rate change amendments to Exhibit B of this Agreement, provided that such amendments do not increase the maximum amount payable under this Agreement; and

WHEREAS, as of the effective date of this Amendment No. 2, the Parties wish to further amend the Agreement to modify Specific Term and Condition 3.4 to extend the term of the Agreement through June 30, 2026; and modify Exhibit A (Scope of Work) and Exhibit B (Compensation).

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

TERMS

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

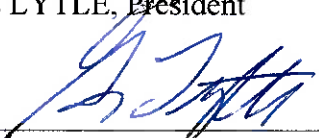
Section 2.1(b) of the General Terms and Conditions does not apply to this Agreement. The term of this Agreement shall expire on **June 30, 2026**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict). 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. 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-1” shall refer to “Exhibit A-2” commencing as of the effective date of this Amendment No. 2.
3. 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-1” shall refer to “Exhibit B-2” commencing as of the effective date of this Amendment No. 2.
4. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 of Napa County Agreement No. 180245B, effective as of the date first above written.

By: 
JULIE LYTLE, President

By: 
GREG LYTLE, Vice President

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By: _____
BELIA RAMOS
Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM Office of County Counsel By: By: Rachel L. Ross (e-signature) Deputy County Counsel Date: 4/17/23	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-2
SCOPE OF WORK

July 1, 2023 through June 30, 2024
(and each subsequent automatic annual renewal)

CONTRACTOR shall repair and maintain all kitchen and vaccination cold storage equipment at Napa County Health and Human Services Agency located at 2751 Napa Valley Corporate Drive, Napa, CA 94558; and, similar equipment owned by the COUNTY at the residential treatment facility located at 2100 Napa-Vallejo Hwy, Napa, CA 94559.

Equipment used in preparation and storage of items for food service must be fully operational in order to avoid any delays, or interruptions, of service and must meet all applicable health codes regarding the operation of a food service facility. Equipment used to store vaccinations must be serviced annually. Hobart technicians should be familiar with the Temp Amour product, troubleshoot possible issues, and communicate with Temp Amour IT support when responding to an issue.

- A. CONTRACTOR shall furnish all labor, transportation, equipment, testing equipment, control equipment, supervision, and expertise necessary to maintain and provide service and repair on all COUNTY-owned equipment.
- B. It is CONTRACTOR's responsibility to ensure that all COUNTY-owned kitchen equipment utilized by COUNTY at the above-referenced locations is in satisfactory working condition for preparing meals at time of repair.
- C. It is CONTRACTOR's responsibility to ensure that all COUNTY-owned vaccination equipment utilized by COUNTY at the above-referenced locations is in satisfactory working condition for storing vaccinations at time of repair.
- D. It is CONTRACTOR's responsibility to service all COUNTY-owned kitchen equipment utilized by COUNTY at the above-referenced locations annually.
- E. All work performed by CONTRACTOR shall be completed during the hours of 8:00 AM through 5:00 P.M unless otherwise scheduled by the Contract Manager or designee.
- F. Written estimate must be provided for work and approved by Contract Manager or designee prior to CONTRACTOR performing any services.
- G. CONTRACTOR shall keep the work area clean while the service is provided and leave the work area clean and free of materials, debris, and vendor equipment.
- H. CONTRACTOR shall remove and dispose of all defective materials in accordance with all applicable rules, regulations, codes, laws, ordinances, and statutes.
- I. CONTRACTOR technicians responding to a service call shall report to the job site and have the appropriate service manuals, proper tools and test instruments and factory-supplied repair parts.
- J. CONTRACTOR's technicians responding to a service call shall immediately contact COUNTY upon arrival at job site.
- K. CONTRACTOR's technical representatives shall be available for calls on specific problems should they occur, Monday through Friday 8:00 AM to 5:00 PM.

EXHIBIT B-2
COMPENSATION

July 1, 2023 through June 30, 2024
(and each subsequent automatic annual renewal)

Shift	Labor Rates
Regular Hours (Mon – Fri, 8 AM – 5 PM)	\$176.00/ hour
After Hours/ Weekend/Holidays	\$264.00/hour

CONTRACTOR shall be compensated for on-call repairs, equipment, replacement parts, and servicing of kitchen and vaccination storage equipment as specified in Exhibit A for those services that have been pre-approved by COUNTY.

CONTRACTOR shall only be reimbursed for parts and labor listed in the initial approved quote by the COUNTY and delivered by CONTRACTOR. In order to be reimbursed, CONTRACTOR shall produce an itemized invoice for any additional services, or parts, provided to the COUNTY. CONTRACTOR shall provide the location on the invoice for the service location.

Compensation to CONTRACTOR shall include all professional services, travel, mileage, and service charges.

CONTRACTOR shall submit invoices to COUNTY within thirty (30) days of providing services.

MAXIMUM COMPENSATION UNDER THIS AGREEMENT SHALL NOT EXCEED \$20,000.00 PER FISCAL YEAR.