

## AMENDMENT #1 TO AGREEMENT

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### AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & WESTERN STATE DESIGN, INC.

**THIS AMENDMENT** is made to the AGREEMENT for scheduled maintenance and emergency repairs as needed for washers and dryers by and between **WESTERN STATE DESIGN, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR originally entered into this Agreement on November 16, 2017 with a Not to Exceed amount of \$60,000.00 and a term date ending on November 9, 2019; and

**WHEREAS**, the County and CONTRACTOR wish to increase the AGREEMENT by \$60,000.00 for a new Not to Exceed sum of \$120,000.00 and extend the term of the Agreement two (2) additional years through November 9, 2021; and

**WHEREAS**, as of August 6, 2019, CONTRACTOR changed its legal entity name and is presently conducting business in the name of WESTERN STATE DESIGN, INC., and

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 1., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$60,000.00*", and replacing it with, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$120,000.00*".
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from November 10, 2017 to November 9, 2019*" and replacing it with, "*The term of this Agreement is from November 10, 2017 to November 9, 2021*".
3. In all places within the AGREEMENT, and any amendment thereto, any reference to ENVIRO STAR, INC. DBA WESTERN STATE DESIGN, INC. is hereby replaced with WESTERN STATE DESIGN, INC.
4. EXHIBIT A – Scope of Services shall be amended by adding Exhibit A-1 per Amendment #1 attached hereto.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

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6. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on November 16, 2017.

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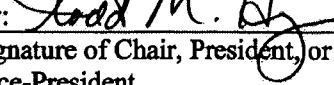
# AMENDMENT #1 TO AGREEMENT

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Western State Design, Inc.

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

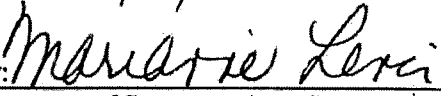
Dated: \_\_\_\_\_

TODD M. HYMAN, Vice President  
\_\_\_\_\_  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 10/10/19  
\_\_\_\_\_

  
\_\_\_\_\_  
Deputy Auditor/Controller

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Dated: 10-17-19  
\_\_\_\_\_

Treasurer  
\_\_\_\_\_  
Printed Name and Title


Approved as to Liability Provisions:

Dated: 10/10/19  
\_\_\_\_\_

\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
Deputy County Counsel

Dated: 10/16/2019  
\_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Western State Design, Inc.

Amount: \$120,000.00

Term: 11/10/2017 to 11/09/2021

# EXHIBIT A-1

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## EXHIBIT A-1

To Agreement by and between  
Monterey County Sheriff's Office, hereinafter referred to as "County"  
AND  
Western State Design, Inc., hereinafter referred to as  
"CONTRACTOR"

### Scope of Services / Payment Provisions

#### A. SCOPE OF SERVICES

In addition to services previously outlined in Exhibit A the following apply:

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Purchase and installation of washer and/or dryer as necessary. Replacement of parts and motor, etc. Receive equipment and offload at customer's site, Rig equipment and move into place, Level, bolt and grout to Manufacturer's Specifications, Final connections to existing utilities within 3' from the points of connection, Provide equipment startup and operational training.

#### B. PAYMENT PROVISIONS

##### B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$120,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**Purchase one (1) MILNOR 36026V7Z INDUSTRIAL WASHER EXTRACTOR 100 LB MAXIMUM CAPACITY (WITH RINSAVE™ WATER CONSERVATION TECHNOLOGY); INCLUDES MILTOUCH™ CONTROLLER** Contains ExtractXtract® high speed extraction technology which allows this model to safely reach up to 300 G extract. 6 liquid chemical connection points; water flushing chemical manifold system; large 36 inch diameter cylinder with 15.32 cu. ft. volume with three large 6" ribs provides optimum washing and rinsing action thereby reduces formula time and extends linen life; intermediate extract cycle reduces water consumption by spinning out suds prior to rinse operation; over night soak cycle; high speed extract at 700 RPM; single motor drive with inverter and self-tensioning V belt; six separate cylinder speeds; fast filling ¾ inch water inlet valves for fast fills. **Includes prison package.**

Equipment Price -       \$26,492.00

## EXHIBIT A-1

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**ONE (1) MILNOR M122 GAS DRYER, 120-LB. CAPACITY WITH MICROPROCESSOR CONTROLS, 415,000 btuh, 2,800 cfm airflow, 16" diameter exhaust vent connection, 35.6 cubic foot basket volume. REVERSING BASKET.** Basket supported on four roller wheels. Poly-painted basket. Phase 7 microprocessor controls with 6 pre-programmed one touch cycles and the ability for an additional 40 pre-programs. Automatic drying controls to allow drying to an adjustable preset level. Microprocessor has anti-wrinkle capabilities, lint count monitoring, and sail switch (safety airflow switch) verification to prevent dryer from operating if switch is not in correct position. **Includes prison package.**

Equipment Price - \$10,475.00

Factory Freight - \$3,325.00

Installation - \$6,000.00

Payment for purchase and installation of equipment to include sales tax:

25% Payment for purchase and installation of equipment when order is made, confirmed and invoiced.

25% when order has been delivered, confirmed and invoiced.

50% due once invoice is received after installation of equipment.

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed under this agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### **B.2 CONTRACTORS BILLING PROCEDURES**

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15<sup>th</sup> of that year to facilitate the County's year end close.

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Western State Design, Inc.

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## EXHIBIT A-1

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County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

*-- end of Exhibit A-1--*

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Western State Design, Inc.  
Amount: \$120,000.00  
Term: 11/10/2017 to 11/09/2021