RENEWAL and AMENDMENT NO. 2 OF STANDARD AGREEMENT BETWEEN

COUNTY OF MONTEREY and Mission Linen Supply dba Mission Uniform Service

THIS RENEWAL and AMENDMENT NO. 2 to the Standard Agreement by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Mission Linen Supply dba Mission Uniform Service (hereinafter, "CONTRACTOR"), is hereby entered into between the County and CONTRACTOR (collectively, "the Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on May 27, 2016 (hereinafter, "Agreement") to provide laundry service for bed linens for the Probation Department's Juvenile Hall and Youth Center (hereinafter, "services"), through June 30, 2018, for an amount not to exceed \$27,950; and

WHEREAS, Agreement was amended by the Parties on March 22, 2018 (hereinafter, "Amendment No. 1") to update the rate schedule effective July 1, 2018, extend the term date for two (2) additional years through June 30, 2020 and increase the Agreement's amount by \$41,500 for a total not to exceed amount of \$69,450; and

WHEREAS, additional funds are needed to continue services for fiscal year 2019-2020 due to an increase in linen usage; and

WHEREAS, Exhibit A-1, "Scope of Services/Payment Provisions" needs to be updated; and

WHEREAS, AGREEMENT expired on June 30, 2020; and

WHEREAS, the Parties wish to renew and further amend the Agreement to extend the term date for one (1) additional year through June 30, 2021, increase the Agreement's amount by \$22,500 for a total not to exceed amount of \$91,950, and update the Scope of Services to allow CONTRACTOR to continue to provide services as identified in the Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to further amend the Agreement as follows:

- 1. The AGREEMENT is renewed and amended retroactively to July 1, 2020 and all of its provisions shall be deemed to have been in effect continuously since that time.
- 2. Amend Section 2.01 of Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$91,950.

- 3. Amend the first sentence of Paragraph 3.01 under Section 3.0, "Term of Agreement", to read as follows:
 - "The term of this Agreement is from July 1, 2014 to June 30, 2021".
- 4. In Section 4.01 of Paragraph 4, Scope of Services and Additional Provisions delete Exhibit A-1, Scope of Services/Payment Provisions and add Exhibit A-2, Scope of Services/Payment Provisions".
- 5. In all places within the Agreement, any reference to Exhibit A-1, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-2, Scope of Services/Payment Provisions.
- 6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
- 7. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 8. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY	CONTRACTOR COUSigned by:		
	By: Mark Rogers		
Contracts/Purchasing Officer	Signature of Chair, President, or		
-	Vice-President		
	Mark Rogers, Regional Director		
Dated:			
	Printed Name and Title		
Approved as to Fiscal Provisions:	8/21/2020 1:35 PM PDT		
	Dated:		
7	DocuSigned by:		
Deputy Auditor/Controller	By: ESSECIES/DOGADS		
Dated:	(Signature of Secretary, Asst. Secretary, CFO,		
	Treasurer or Asst. Treasurer) *		
	Kevin Pariseault, Director Corporate Business Sales		
Approved as to Liability Provisions:			
	Printed Name and Title		
D' LM			
Risk Management	Dated:		
Dated:			
Dated.	_		
Approved as to Form:			
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Anne K. Brereton			
Deputy County Counsel			
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Dated:			

*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.

EXHIBIT A – 2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between Monterey County, hereinafter referred to as "COUNTY" AND

Mission Linen Supply Uniform Service, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

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:

Provide pick up and delivery laundry service for linens at the Juvenile Hall located at 1420 Natividad Road, Salinas CA. AND the Youth Center located at 970 Circle Drive, Salinas, CA.

RATES:

ITEM	UNIT PRICE	QUANTITY	WEEKLY COST
Twin Sheet – White	\$ 0.72	150	\$108.00
Flannel Blankets	\$ 0.94	150	\$141.00
Pillowcase – White	\$ 0.35	75	\$26.25
Service Charge			\$6.00
Linen Maintenance			\$15.00
TOTAL			\$296.25

Annual amount (\$296.25 X 52) \$15,405

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an estimated amount of \$15,405 for each fiscal year of 2018-2019, 2019-2020, and 2020-2021 for the performance of <u>all things necessary</u> 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:

Subject to the limitations set forth herein, County shall pay to CONTRACTOR amounts based upon costs provided in A-2, above. Total amount billed will be based on actual linen usage of facilities. Total contract amount is not to exceed \$91,950. No additional compensation will be paid to CONTRACTOR, unless there is a change in the Scope of Work, as negotiated and finally approved by County and CONTRACTOR through a written amendment.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

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.