# AMENDMENT NO. 1 OF STANDARD AGREEMENT BETWEEN

#### COUNTY OF MONTEREY and Mission Linen Supply dba Mission Uniform Service

THIS AMENDMENT NO. 1 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, additional funds are needed to continue services for fiscal year 2017-2018 due to an increase in linen usage; and

WHEREAS, effective July 1, 2018, the rate schedule needs to be updated; and

WHEREAS, the Parties wish to further amend the Agreement 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, to allow CONTRACTOR to continue to provide services as identified in the Agreement and as amended by this Amendment No. 1.

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

1. 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-1, 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 \$69,450.

2. 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, 2020".

3. Effective July 1, 2018, in Section 4.01 of Paragraph 4, "Scope of Services and Additional Provisions" delete "Exhibit A, Scope of Services/Payment Provisions" and add "Exhibit A-1, Scope of Services/Payment Provisions".

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- 4. Effective July 1, 2018, in all places within the Agreement, any reference to Exhibit A, Scope of Services/Payment Provisions is hereby replaced with Exhibit A-1, Scope of Services/Payment Provisions.
- 5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1, and shall continue in full force and effect as set forth in the Agreement.
- 6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 which shall be effective as of the last date opposite the respective signatures below.

	MONTEREY COUNTY	CONTRACTOR
K20	Contracts/Purchasing Officer  With Skithlet Agent  Deputy of Monterey	By: Signature of Chair, Rresident, or Vice-President
	Dated: 3/22/18	Printed Name and Title
	Approved as to Fiscal Provisions	Dated: 3-5-18
	Deputy Auditor Controller	By: 78 1
_	Dated: 32/-18	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
	Approved as to Liability Provisions:	Ben Velasavec Area Manager Printed Name and Title
-	Risk Management	Dated: 3-5-18
-	Dated:	•
_	Approved as to Form:	
	Anne K. Brereton Deputy County Counsel	
	Dated: 3-16-18	

\*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 – 1 – 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:

IVALED.			
IDEM	UNIT PRICE	QUÂNTITY	WEEKLY COST
Twin Sheet - White	\$ 0.72	150	\$108.00
Flannel Blankets	\$ 0.94	150	\$141.00
Pillow Case – White	\$ 0.35	75	\$26.25
Service Charge			\$6.00
Linen Maintenance	På mortalander temperaras er som och arter	OTHERS THEY IN COPYCIAL FIRMS SAT TH	\$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 and 2019-2020 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-1, above. Total amount billed will be based on actual linen usage of facilities. Total contract amount is not to exceed \$69,405. 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.



#### CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

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DATE (MM/DD/YYYY) 12/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767					CONTACT   NAME:   FAX						
		Los Angeles CA 90017				ADDRE		UDED(O) AEEOE	RDING COVERAGE		NAIC#
		(213) 689-0065				MOUDE			sualty Corporation		15105
INS	URED	35 1 71 0 1							surance Company		16691
	5396	Mission Linen Supply 702 E. Montecito St.						incrican ins	urance Company		10071
		Santa Barbara CA 93103				INSURE					
		Banta Barbara Cri 75105				INSURE		-			
						INSURE					
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A	X	COMMERCIAL GENERAL LIABILITY	Y	N	GL4045506		1/1/2018	1/1/2019	EACH OCCURRENCE		00,000
Α.	1	CLAIMS-MADE X OCCUR	1	1	GL1013300		1/1/2010	1/1/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500	•
									MED EXP (Any one person)		XXXXX
									PERSONAL & ADV INJURY		00,000
	GEN	L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		00,000
		OTHER:								\$	
A	AUT	OMOBILE LIABILITY	Y	N	CAS4045508		1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,0	00,000
	x	ANY AUTO						İ	BODILY INJURY (Per person)	•	XXXXX
		OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$ XX	XXXXX
	X	HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$ XX	XXXXX
		NOTES SILE!								\$ XX	XXXXX
В	Х	UMBRELLA LIAB X OCCUR	N	N	TUU 0330269 10		1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 1,00	00,000
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 1,00	00,000
		DED RETENTION\$								\$ XX	XXXXX
Α		KKERS COMPENSATION EMPLOYERS' LIABILITY	N LDS		LDS4045504		1/1/2018	1/1/2019	X PER OTH-		
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$ 1,0	00,000
	(Man	idatory in NH)	"''						E.L. DISEASE - EA EMPLOYEE	\$ 1,00	00,000
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000
The appr	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The County of Monterey, Its Officers, Agents and Employees are an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.										
										=11	
CERTIFICATE HOLDER CANO					CANC	ELLATION	See Attac	chments			
14095721 County of Monterey Contracts/Purchasing Division 168 West Alisal Street, 3rd Floor Salinas CA 93901					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE						
						AUTHU	VITED VELKEGEI	'''''''''''	21		

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

#### ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - PRIMARY BASIS

This endorsement modifies insurance provided under the following Coverage Form:

COMMERCIAL GENERAL LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY
LIQUOR LIABILITY
POLLUTION LIABILITY

This endorsement changes the policy effective on the inception date of the policy unless another endorsement effective date is indicated below.

#### **SCHEDULE**

#### Name of Additional Insured Person(s) or Organization(s):

As required by written contract or agreement when written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.

#### **Designated Project, Location, or Work of Covered Operations:**

As per written contract or agreement with the above described person(s) or organization(s).

#### **CHANGES**

#### SECTION II - WHO IS AN INSURED is amended to include:

- **4.** The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:
  - **a.** Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), locations(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).
  - b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
    - (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract: and.
    - (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.

#### c. How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

- (1) The limits of insurance specified in the written contract or written agreement; or,
- (2) The Limits of Insurance provided by the Coverage Form.

SNGL 023 1209

Safety National Casualty Corporation

Page 1 of 2

Attachment Code: D488922 Certificate ID: 14095721 The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### d. Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION IV - CONDITIONS is amended by deleting item a. Primary Insurance under 4. Other Insurance and replacing such item by the following, only with respect to insurance provided to the Additional Insured(s) shown in the above Schedule:

#### a. Primary Insurance and/or Primary and Non-Contributory Insurance

This insurance is primary if you have agreed in a written contract that this insurance is to be primary. If you have agreed in a written contract that this insurance is primary and non-contributory with the Additional Insured(s) own insurance, this insurance is primary and we will not seek contribution from that other insurance.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2018

Policy No. GL4045506

Endorsement No.

Named Insured MISSION LINEN SUPPLY

Premium \$ Included

Insurance Company Safety National Casualty Corporation

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Safety National Casualty Corporation

SNGL 023 1209

Attachment Code: D488922 Certificate ID: 14095721

### **COMMON POLICY CHANGE ENDORSEMENT**

SAFETY NATIONAL CASUALTY CORP ST LOUIS MO 63146	Policy Number CAS4045508 Endorsement Number 001	Effective Date 10/16/2017 12:01 A.M. Standard Time at the described location				
Named Insured and Address	Agent					
MISSION LINEN SUPPLY	LOCKTON COMPANIES	LOCKTON COMPANIES LLC				
702 E MONTECITO STREET	725 SOUTH FIGUEROA	725 SOUTH FIGUEROA STREET				
SANTA BARBARA, CA 93103	35TH FLOOR	35TH FLOOR				
·	LOS ANGELES, CA 90	LOS ANGELES, CA 90017				
	]					
	Telephone: (213) 689-	-0065				

#### **CHANGE DESCRIPTION**

At your request and as agreed to by us, your attached policy is hereby endorsed and amended as follows:

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Forms apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

#### ADDITIONAL INSURED - PRIMARY/NON-CONTRIBUTORY ENDORSEMENT

#### Schedule of Additional Insured(s)

As required by written contract or agreement when such written contract or agreement is executed prior to an "accident" to which this endorsement applies, but only up to the Limits of Liability provided by this policy.

Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured endorsement.

The below language is added to Paragraph 1. Who Is An Insured of SECTION II - LIABILITY COVERAGE.

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) shall be afforded only to the extent that such Additional Insured(s) is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).
- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
  - (a) If the "accident" takes place subsequent to the execution and effective date of such written contract: and,
  - (b) While such written contract is in force, or until the end of the policy period, which ever occurs first.

#### (3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or,
- (b) The Limits of Insurance provided by the Coverage Form.

Attachment Code: D471142 Certificate ID: 14095721

## **COMMON POLICY CHANGE ENDORSEMENT**

(Continued)

# SAFETY NATIONAL CASUALTY CORP

ST LOUIS MO 63146

Policy Number	Effective Date
CAS4045508	10/16/2017
	12:01 A.M. Standard Time at the described location

#### **CHANGE DESCRIPTION**

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

#### (4) Exclusions

This endorsement does not apply to liability of the Additional Insured(s) that arises out of the ownership of transportation operating rights granted to the Additional Insured(s) by any public authority.

#### (5) Obligations at the Additional Insured's Own Cost

No Additional Insured(s) will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, is amended by adding the following to 5. Other Insurance but only with respect to insurance provided to the Additional Insured(s) shown in the above Schedule.

If the scheduled Additional Insured(s) is the first named insured on other insurance applicable to the same loss then, regardless of the provisions set forth in **paragraphs a**. and **d**. of this **Item 5**., if you have specifically agreed in a written contract with the Additional Insured(s) that this insurance be primary and non-contributory with such other insurance, then this insurance shall be primary and we will not seek contribution from such other insurance as long as all the provisions set forth in this endorsement are satisfied.

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