

Attachment D

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**AMENDMENT NO. 2
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
STAR SANITATION, LLC**

THIS AMENDMENT NO. 2 to Standard Agreement No. A-14718 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Star Sanitation, LLC (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14718 with County on July 11, 2019, (hereinafter, "Agreement") to provide pumping and disposal services for septic tanks, and lift stations for WeatherTech® Raceway at Laguna Seca in the County of Monterey (hereinafter, "services") through June 30, 2024 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on June 9, 2020 (hereinafter, "Amendment No. 1") to increase the amount by \$350,000 which resulted in a total amount not to exceed \$450,000 with no extension to the term; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and to increase the amount by \$130,000 for a total amount not to exceed \$580,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend Section 3.0, "Scope of Services and Additional Provisions", to add "Exhibit D – Addendum to County of Monterey Standard Agreement".
2. Amend Paragraph 4.02 of Section 4.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$580,000.

3. Amend the first two (2) sentences of Paragraph 6.02 of Section 6.0, "Invoices", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, Payment Provisions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*4609), services/Project name and associated Delivery Order number, and an original hardcopy shall be sent to the Laguna Seca Recreation Area Manager (Manager) not later than thirty (30) days after the completion of services; Manager shall approve invoice upon receipt and transmit to County for payment to CONTRACTOR.

4. Amend Section 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend County contact information of Section 14.0, "Notices", to read as follow:

Monterey County Laguna Seca Representative
Department of Public Works, Facilities and Parks
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

6. Amend Agreement to revise Section 16.0, "Signature Page", to Section 18.0, "Signature Page".

7. Amend Agreement to add Section 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

8. Amend Agreement to add Section 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
10. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Monterey County Laguna Seca Representative

Star Sanitation, LLC
Contractor's Business Name

Date: _____

By: Bertley Walker
(Signature of Manager)

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Its: Bertley Walker, Manager
(Print Name and Title)

By: Michael Whilden
Michael Whilden
Deputy County Counsel

Date: 9/21/2022

Date: 9/22/2022 | 1:18 PM PDT

By: Carrie Boer
(Signature of Manager)

Approved as to Fiscal Provisions

Its: Carrie Boer, Manager
(Print Name and Title)

By: Jennifer Forsyth
Auditor/Controller

Date: 9/21/2022

Date: 9/22/2022 | 3:11 PM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

EXHIBIT D
Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated March 28, 2019 (the "Agreement"), by and between the County of Monterey ("County") and Star Sanitation, LLC ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors."

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-

EXHIBIT D
Addendum to County of Monterey Standard Agreement

insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager.”

6. Section 14 NOTICES is hereby amended by adding LSRA Manager’s information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.

8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.