

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
NORTH STATE ENVIRONMENTAL**

**THIS AMENDMENT NO. 2** to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and North State Environmental (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into an Agreement with County on October 4, 2011, (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on April 23, 2013, (hereinafter "Amendment No. 1"); and

**WHEREAS**, the County has identified a continued need for hazardous waste management services; and

**WHEREAS**, additional funding is necessary due to the unforeseen volume and nature of dumping activities on the County Right of Way; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend Paragraph 4.1, Sentence 4.1.1 under Section 4.0, "Compensation and Payments", to read as follows:  
  
The total paid to CONTRACTOR under RFP #10279 shall not exceed \$199,900 over the initial term of the Agreement.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

**Approved as to Form and Legality  
Office of the County Counsel**

By: Cynthia D. Olson  
Deputy County Counsel

Date: 6-5-13

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: 6-5-13

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*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.

North State Environmental

Contractor Business Name\*

By: Frank R. Balistreri  
(Signature of Chair, President, or Vice-President)

Its: Frank R. Balistreri, President  
(Print Name and Title)

Date: May 6, 2013

By: Frank R. Balistreri  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Frank R. Balistreri, President  
(Print Name and Title)

Date: May 6, 2013