

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN THE SUCCESSOR AGENCY TO THE  
REDEVELOPMENT AGENCY OF THE COUNTY OF MONTEREY AND  
DISASTER KLEENUP SPECIALISTS**

**THIS AMENDMENT NO. 1** to Standard Agreement No. A-17086 between the Successor Agency to the Redevelopment Agency of the County of Monterey, a political subdivision of the State of California (“Successor Agency”) and Disaster Kleenup Specialists (DKS) (“CONTRACTOR”), is hereby entered into between the Successor Agency 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-17086 with the Successor Agency on September 12, 2024 (“Agreement”) to provide services for on-call and emergency services at buildings located in the East Garrison Historic Arts District to include, but not be limited to, graffiti and vandalism cleanup, emergency board up and other services as needed for a term beginning September 12, 2024, and ending June 30, 2025, for an amount not to exceed \$25,000;

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

**WHEREAS**, CONTRACTOR’s rates require an update;

**WHEREAS**, the Agreement’s provisions require an update; and

**WHEREAS**, the Parties wish to extend the Agreement, effective July 1, 2025, to June 30, 2026, with no change to the Agreement amount of \$25,000 or to the scope of work.

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

1. Amend the first sentence of Paragraph 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from September 12, 2024, to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.0, “Insurance Requirements,” Paragraph 9.04, “Other Requirements,” in its entirety to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the Successor Agency and the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

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Each liability policy shall provide that the Successor Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The Successor Agency and County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The Successor Agency and County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Successor Agency and County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Successor Agency and County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Workers' Compensation Waiver of Subrogation:**

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Successor Agency and County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the Successor Agency and County, its officers, officials, employees, agents, or volunteers.

CONTRACTOR hereby grants to the Successor Agency and County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the Successor Agency or County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Successor Agency has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the Successor Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Successor Agency's contract administrator and Successor Agency's/County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

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insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by the Successor Agency, annual certificates to Successor Agency’s Contract Administrator and Successor Agency’s/County’s Contracts/Purchasing Division. If the certificate is not received by the expiration date, Successor Agency shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the Successor Agency, at its sole discretion, to terminate this Agreement immediately.

- Amend Section 10.0, “Records and Confidentiality,” to add Paragraph 10.06, “Format of Deliverables,” to read as follows:

For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the Successor Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Successor Agency and County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

- Amend Exhibit A – Scope of Work/Payment Provisions, Section B, Paragraph B.1, Bid Schedule table, Item 6, to read as follows:

**Bid Schedule through July 31, 2026**

<b>Item</b>	<b>Hourly Labor Rates</b>	<b>Unit</b>	<b>No. of Hours</b>	<b>Hourly Price Rate</b>
6	Bio/Trauma Technician	Hr	1	\$ <b>225.00</b>

- All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

**\*\*\*\*THIS SECTION LEFT BLANK INTENTIONALLY\*\*\*\***

IN WITNESS WHEREOF, the Successor Agency and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

**SUCCESSOR AGENCY**

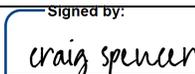
**CONTRACTOR**

By: N/A  
Contracts/Purchasing Officer

Disaster Kleenup Specialists, Inc.  
Contractor/Business Name\*

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

By:   
(Signature of Chair, President or Vice President)

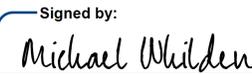
By:   
Craig W. Spencer, Director

Terry Ream, Vice President  
Name and Title

Date: 4/10/2025

Date: 4/10/2025

**Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blitch, County Counsel**

By:   
Michael Whilden, Deputy County Counsel

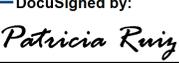
By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Amanda Crumpton, Secretary  
Name and Title

Date: 4/10/2025

Date: 4/10/2025

**Approved as to Fiscal Provisions<sup>2</sup>**

By:   
Patricia Ruiz, Auditor-Controller

Date: 4/10/2025

**Reviewed as to Liability Provisions<sup>3</sup>  
Office of the County Counsel-Risk Management**

By: N/A  
David Bolton, Risk Manager

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

**SARDA Board of Directors' Agreement No. A-17086 approved on September 10, 2024.**

\*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 (California Corporations. (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 either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

<sup>1</sup> Approval by County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

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