



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-14895; Amendment No.: 3

- a. Approve Amendment No. 3 between the County of Monterey, by and through the Monterey County Fleet Management, and Sunlite Auto Glass, Inc. to continue to provide glass installation and rock chip repair services at an increased cost not to exceed \$70,000, resulting in a revised total contract amount not to exceed the sum of \$240,000; for the provision of glass installation and rock chip repair services for County-owned vehicles for a term of two years, effective from the date of execution through and including June 30, 2023.
- b. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to the Agreement with Sunlite Auto Glass, Inc. extending the term by two (2) years and not to exceed the sum of \$70,000 for a total contract amount not to exceed \$240,000.

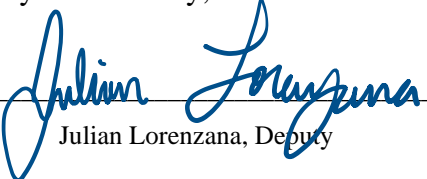
PASSED AND ADOPTED on this 13th day of July 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 13, 2021.

Dated: July 15, 2021
File ID: 21-584
Agenda Item No.: 59

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT #3 TO SERVICES AGREEMENT
COUNTY OF MONTEREY &
SUNLITE AUTO GLASS, INC.**

THIS AMENDMENT NO. 3 is made to the AGREEMENT for glass installation, rock chip repair and headlight restoration services by and between **SUNLITE AUTO GLASS, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY.”

WHEREAS, the County and CONTRACTOR entered into a Standard Agreement on November 16, 2018, (hereinafter, “AGREEMENT”) with a term of agreement date from July 1, 2018 through July 31, 2021 and a “not to exceed” amount of \$70,000; and

WHEREAS, the County and CONTRACTOR discovered that certain services, which were intended to be covered in the original AGREEMENT, were not in fact sufficiently provided for in the AGREEMENT; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 1 on April 13, 2020 to increase funds by \$30,000 for a new AGREEMENT amount not to exceed of \$100,000.00; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT via Amendment No. 2 on August 4, 2020 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$170,000.00; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 3 to increase funds by \$70,000 for a new AGREEMENT amount not to exceed of \$240,000.00, and to extend the term of the AGREEMENT for two (2) additional years through and including June 30, 2023 to allow CONTRACTOR to continue to provide services identified in this AGREEMENT and as amended by this AMENDMENT NO. 3.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. In Section 3.0 “TERM OF AGREEMENT,” in Paragraph 3.01, the term of Agreement shall be amended from an end date of July 31, 2021 to June 30, 2023.
2. In Section 2.0 “PAYMENT PROVISIONS” shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$70,000.00” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$240,000.00.”
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on November 16, 2018.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
7B741937AA0D43B...
Contracts/Purchasing Officer

Dated: 7/22/2021 | 5:00 PM PDT

Approved as to Fiscal Provisions:
DocuSigned by:
Gary Giboney
D3834DFE61D8440...
Deputy Auditor/Controller

Dated: 7/22/2021 | 2:27 PM PDT

Approved as to Liability Provisions:
DocuSigned by:
[Signature]
2FF80C78FE5547E...
Risk Management

Dated: 7/22/2021 | 3:51 PM PDT

Approved as to Form:
DocuSigned by:
Grace Pak, Deputy County Counsel IV
E847C1703AD0C4DC...
Deputy County Counsel

Dated: 7/22/2021 | 4:01 PM PDT

**CONTRACTOR:
SUNLITE AUTO GLASS, INC.**

DocuSigned by:
By: *Steve Delgado, President*
8C572E41DBE3475...
Signature of Chair, President, or
Vice-President

Steve Delgado, President

Printed Name and Title

Dated: 7/22/2021 | 10:41 AM PDT

DocuSigned by:
By: *Steve Delgado, Treasurer*
8C572E41DBE3475...
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer)*

Steve Delgado, Treasurer

Printed Name and Title

Dated: 7/22/2021 | 2:10 PM PDT

*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.