

Attachment D

**AMENDMENT NO. 3
TO THE STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY
AND
STAR SANITATION, LLC**

THIS AMENDMENT NO. 3 (Amendment No. 3) to the Standard Agreement No. A-14718 between the County of Monterey, a political subdivision of the State of California (“County”) and Star Sanitation, LLC (hereinafter, “Contractor”) (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, the Parties entered into a **Standard Agreement** on July 11, 2019 (the “Agreement”) to allow Contractor to provide pumping and disposal services for septic tanks, and lift stations for WeatherTech® Raceway at Laguna Seca (the “Services”); and

WHEREAS, the County and Contractor executed Amendment No. 1 to the Agreement on June 9, 2020 to increase the not to exceed sum; and

WHEREAS, the County and Contractor executed Amendment No. 2 to the Agreement on October 27, 2022 to update the provisions of the Agreement and increase the not to exceed sum; and

WHEREAS, the Parties wish to further amend the Agreement to extend the Agreement Term and increase the not to exceed sum; and

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

1. Paragraph 2.01 of Section 2.0, “Term of Agreement” is deleted in its entirety and replaced with:
“The term of this Agreement is from July 1, 2019 to March 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement”.
2. Paragraph 4.01 of Section 4.0, “Payment Provisions” is deleted in its entirety and replaced with:
“It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B-1 PRICING SHEET**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement”.
3. Paragraph 4.02 of Section 4.0, “Payment Provisions” is deleted in its entirety and replaced with:
“The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$720,000”.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the day and year written below.

COUNTY OF MONTEREY

By: _____
Name
Title

Date: _____

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

DocuSigned by:
By: Michael Whilden
Name
Deputy County Counsel

Date: 3/5/2024 | 11:48 AM PST

Approved as to Fiscal Provisions
Rupa Shah, Auditor/Controller

DocuSigned by:
By: Patricia Ruiz
Name

Its: _____
(Insert Name; Title)

Date: 3/5/2024 | 12:14 PM PST

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

By: _____
Risk Manager

Date: _____

CONTRACTOR:

STAR SANITATION, LLC
Contractor's Business Name

By*: Burtley Walker
(Signature of Chair, President or Vice President)

Its: Burtley Walker CEO
(Insert Name; Title)

Date: 2-20-2024

By*: Tal R. Putter
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Its: GENERAL MANAGER
(Insert Name; Title)

Date: 2-20-2024

***INSTRUCTIONS:** If COMPANY 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 COMPANY 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 COMPANY 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 COMPANY 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 B-1
PRICING SHEET

<u>Service Description</u>	<u>2024 Rental Price</u>	<u>Additional Fees (i.e., delivery, set up, pick up)</u>
Pumping Septic Tanks	\$0.40 Per Gallon	Bulk Tanker (5,000 Gal) Rental (\$168 Per Hour)
Water Jetting of Sewer Lines	Not Applicable	
Video Inspection of Sewer Lines	Not Applicable	