

**AMENDMENT NO. 1 TO AGREEMENT  
BY & BETWEEN  
COUNTY OF MONTEREY  
AND  
MONTEREY TRANSFER & STORAGE, INC.**

**THIS AMENDMENT NO. 1** is made to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Monterey Transfer & Storage, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”).

**WHEREAS**, the Parties entered into an Agreement on July 12, 2021 (hereinafter, “Agreement”), effective July 14, 2021, through December 31, 2022, for an amount not-to-exceed \$100k for the provision of providing covid19 vaccine site logistics to include set-up and tear-down of vaccination sites throughout Monterey County; and

**WHEREAS**, the County has a continued need to provide vaccination site services to the community throughout Monterey County in response to the continued covid19 pandemic; and

**WHEREAS**, the Parties wish to amend the Agreement via Amendment No. 1 to extend the term through December 31, 2023, and increase the funds by \$200k for a new not-to-exceed amount of \$300k in order to continue to provide the services identified within **Exhibit A - Cost** of this Agreement.

**NOW THEREFORE,**

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amend Paragraph 2.01 of Section 2.0, “Payment Provisions”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$300,000.00.

2. Amend Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from July 14, 2021, to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Amendment No.1 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.

3. Amend Paragraph 9.03 of Section 9.0, “Insurance Requirements”, to read as follows:

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**Requestor must check the appropriate Automobile Insurance Threshold:**  
Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT NO. 1, and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original Agreement dated July 12, 2021.
6. The recitals to this AMENDMENT NO. 1 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this AMENDMENT NO. 1 which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: Debra R. Wilson DocuSigned by: Debra R. Wilson  
Contracts/Purchasing Officer  
Date: 1/28/2022 | 4:10 PM PST

MONTEREY TRANSFER & STORAGE, INC.  
Contractor's Business Name  
DocuSigned by: Derek Lundquist  
By: (Signature of Chair, President or Vice President)  
Derek Lundquist President  
(Print Name and Title)  
Date: 1/28/2022 | 3:24 PM PST

**Approved as to Form and Legality**  
**Office of the County Counsel**  
DocuSigned by: William Litt  
By: William Litt  
Deputy County Counsel  
Date: 1/28/2022 | 3:52 PM PST

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)  
Its: \_\_\_\_\_  
(Print Name and Title)  
Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**  
DocuSigned by: Gary Giboney  
By: Gary Giboney  
Auditor/Controller  
Date: 1/28/2022 | 3:57 PM PST

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management  
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 A - COST

Two- hour minimum applies to all set ups and tear downs.

Regular time:

2 men and a truck \$150.00 per hour  
3 men and a truck \$205.00 per hour  
Additional truck \$40.00 per hour  
Additional man \$55.00

Overtime:

2 men and a truck \$225.00 per hour  
3 men and a truck \$307.50 per hour  
Additional truck \$60.00 per hour  
Additional man \$82.50 per hour

Storage of issued County of Monterey Logistics Equipment and Supplies for the duration of provided services: \$100 per month

-- End of Exhibit A --