

Attachment B



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15190 ; Amendment No.: 1

- a. Approve Amendment No. 1 to Standard Agreement No. A-15190, Multi-Year Agreement #3200*5629, with SCA of CA, LLC to provide National Pollutant Discharge Elimination System (NPDES), on-call and emergency street sweeping services, Request for Proposals #10784; extend the expiration date for one additional year through March 31, 2025, for a revised term of April 1, 2021 to March 31, 2025, with the option to extend the term for one additional 1-year period, and increase the not to exceed maximum by \$184,414 to a total amount of \$569,514; and
- b. Authorize the Contracts & Purchasing Officer or their designee to execute Amendment No. 1 to Standard Agreement No. A-15190 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 9th day of January 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Adams

NOES: None

ABSENT: None

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 January 9, 2024.

Dated: January 12, 2024

File ID: A 23-576

Agenda Item No.: 71

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

Vicente Ramirez, Deputy

**AMENDMENT NO. 1
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCA OF CA, LLC**

THIS AMENDMENT NO. 1 to Standard Agreement No. A-15190 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and SCA of CA, LLC (hereinafter, “CONTRACTOR”) is hereby entered into between the County 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-15190 with County on April 21, 2021 (hereinafter, “Agreement”) to provide street sweeping services (hereinafter, “services”) as outlined in Request for Proposals (RFP) #10784 through March 31, 2024 for an amount not to exceed \$385,100.16; and

WHEREAS, on February 23, 2022, Contract Sweeping Services, LLC and CONTRACTOR entered into an “Asset Purchase and Sale Agreement” which assigned Contract Sweeping Services, LLC’s rights, title and interest in the April 1, 2021 Agreement between Contract Sweeping Services, LLC and County to CONTRACTOR; and

WHEREAS, on May 23, 2022 an “Assignment and Assumption of Contract” with an effective date retroactive to February 23, 2022 was executed by Contract Sweeping Services, LLC and CONTRACTOR to authorize the assignment of the April 1, 2021 Agreement from Contract Sweeping Services, LLC to CONTRACTOR pursuant to Section 15.06, Assignment and Subcontracting, of said April 1, 2021 Agreement; and

WHEREAS, provisions of the Agreement require an update; and

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

WHEREAS, the Parties negotiated a new Pricing Schedule effective April 1, 2021 through the end of the initial term of the Agreement, requiring revision to the CONTRACTOR’s National Pollutant Discharge Elimination System (NPDES) Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement; and

WHEREAS, the CONTRACTOR’s NPDES Street Sweeping Pricing Schedule table in paragraph B.1 of Section B, Payment Provisions within Exhibit A – Scope of Services/Payment Provisions of the Agreement requires an update retroactive and effective April 1, 2021, in accordance with “Exhibit A-1 - Revised NPDES Street Sweeping Pricing Schedule”, which is attached and incorporated by this reference; and

WHEREAS, the Parties agree that the Revised NPDES Street Sweeping Pricing Schedule in Exhibit A-1 of the Agreement remains valid through March 31, 2025; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions, to update the NPDES Street Sweeping Pricing Schedule retroactive and effective April 1, 2021, to extend the term for one (1) additional year to March 31, 2025, and to increase the amount by \$184,413.59 for a total amount not to exceed \$569,513.75 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 2.0, "Payment Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-1**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$569,513.75.

2. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from April 1, 2021 to March 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4.0, "Scope of Services and Additional Provisions", to add "Exhibit A-1, Revised NPDES Street Sweeping Pricing Schedule", retroactive and effective April 1, 2021.

4. Amend Section 11.01 of Paragraph 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend Paragraph 14.0, "Notices", to read as follows:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the address listed below:

FOR COUNTY:	FOR CONTRACTOR:
Michael P. Trapani	Erin Boyts Quinn
Associate Water Resources Hydrologist	Secretary, Vice President
1441 Schilling Place, South 2 nd Floor	4141 Rockside Road, Suite 100
Salinas, California 93901-4527	Cleveland, Ohio 44131
(831) 784-5983	(216) 777-2750

6. Amend Agreement to revise Paragraph 16.0, “Signature Page”, to Paragraph 18.0, “Signature Page”.

7. Amend Agreement to add Paragraph 16.0, “Compliance with Applicable Laws”, as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

8. Amend Agreement to add Paragraph 17.0, “Consent to Use of Electronic Signatures”, as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

9. Amend the second paragraph of paragraph A.2.a. of Exhibit A – Scope of Services/Payment Provisions of Agreement, to read as follows:

Reports shall be submitted electronically and in Portable Document Format (PDF) on the first week of each month to:

County of Monterey
Department of Public Works, Facilities and Parks
Michael P. Trapani, Associate Water Resources Hydrologist
Email: trapanimp@co.monterey.ca.us
Phone: (831) 784-5983

Failure to provide reports may result in deduction and forfeit of One Hundred Dollars (\$100.00) from payments due to CONTRACTOR for every day of the month the report is not received.

10. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
11. In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
12. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number is deemed to be MYA 3200*5629.
13. In all places within the Agreement, any reference to Public Works, Facilities, & Parks or Public Works, Parks, & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
14. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
15. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
16. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: *Debra Wilson*
7B741937AA0D41B...

Its: Debra R Wilson
(Print Name and Title)

Date: 1/16/2024 | 1:16 PM PST

CONTRACTOR*

SCA of CA, LLC

By: *Michael Latanza*
3716ED37BD23475...

Its: Michael Latanza, Manager
(Print Name and Title)

Date: 12/5/2023

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

Leslie J. Girard, County Counsel

By: *Michael J. Whilden*
0F98C5BE9B6F476...

Michael J. Whilden
Deputy County Counsel

Date: 12/14/2023 | 9:46 AM PST

DocuSigned by:

By: *Jonathan Sisler*
39A5285F1CF546A...

Its: Jonathan Sisler, Manager
(Print Name and Title)

Date: 12/13/2023

Approved as to Fiscal Provisions

Rupa Shah, Auditor-Controller

By: *Jennifer Forsyth*
4E7E657875454AE...

Its: Jennifer Forsyth, Auditor-Controller Analyst II
(Print Name and Title)

Date: 12/15/2023 | 12:54 PM PST

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel

David Bolton, Risk Manager

By: _____

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-1 - REVISED NPDES STREET SWEEPING PRICING SCHEDULE**PRICING SCHEDULE RETROACTIVE AND EFFECTIVE APRIL 1, 2021**

Area	Miles	Spring 2021 Sweeping Cost per Mile	Spring 2021 Signage Cost per Mile	Spring 2021 Total Cost per Mile	Fall 2021 Sweeping Cost per Mile	Fall 2021 Signage Cost per Mile	Fall 2021 Total Cost per Mile	Spring 2022 Sweeping Cost per Mile	Spring 2022 Signage Cost per Mile	Spring 2022 Total Cost per Mile	Fall 2022 Sweeping Cost per Mile	Fall 2022 Signage Cost per Mile	Fall 2022 Total Cost per Mile	Spring 2023 Sweeping Cost per Mile	Spring 2023 Signage Cost per Mile	Spring 2023 Total Cost per Mile
District 2	145.1	\$81.50	\$69.47	\$150.97	\$81.50	\$94.31	\$175.81	\$83.95	\$109.15	\$193.10	\$83.95	\$130.86	\$214.81	\$86.46	\$143.20	\$229.66
District 3	7.3	\$81.50	\$69.47	\$150.97	\$81.50	\$94.31	\$175.81	\$83.95	\$109.15	\$193.10	\$83.95	\$130.86	\$214.81	\$86.46	\$143.20	\$229.66
District 4	11.3	\$81.50	\$69.47	\$150.97	\$81.50	\$94.31	\$175.81	\$83.95	\$109.15	\$193.10	\$83.95	\$130.86	\$214.81	\$86.46	\$143.20	\$229.66
District 5	124.2	\$81.50	\$69.47	\$150.97	\$81.50	\$94.31	\$175.81	\$83.95	\$109.15	\$193.10	\$83.95	\$130.86	\$214.81	\$86.46	\$143.20	\$229.66
Total	287.9	\$23,463.85	\$20,000.00	\$43,463.85	\$23,463.88	\$27,150.48	\$50,614.36	\$24,169.21	\$31,424.00	\$55,593.21	\$24,169.21	\$37,675.00	\$61,844.21	\$24,891.83	\$41,227.42	\$66,119.25

PRICING SCHEDULE EFFECTIVE THROUGH MARCH 31, 2025

Area	Miles	Fall 2023 Sweeping Cost per Mile	Fall 2023 Signage Cost per Mile	Fall 2023 Total Cost per Mile	Spring 2024 Sweeping Cost per Mile	Spring 2024 Signage Cost per Mile	Spring 2024 Total Cost per Mile	Fall 2024 Sweeping Cost per Mile	Fall 2024 Signage Cost per Mile	Fall 2024 Total Cost per Mile	Spring 2025 Sweeping Cost per Mile	Spring 2025 Signage Cost per Mile	Spring 2025 Total Cost per Mile
District 2	145.1	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66
District 3	7.3	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66
District 4	11.3	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66
District 5	124.2	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66	\$86.46	\$143.20	\$229.66
Total	287.9	\$24,891.83	\$41,227.42	\$66,119.25	\$24,891.83	\$41,227.42	\$66,119.25	\$24,891.83	\$41,227.42	\$66,119.25	\$24,891.83	\$41,227.42	\$66,119.25