

**AMENDMENT No. 1
TO STANDARD AGREEMENT BY & BETWEEN
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 1** is made to the Standard Agreement ("AGREEMENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to extend term through June 30, 2021; and

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

1. Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay 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 County to Contractor under this Agreement is not to exceed the sum of \$75,000.
2. Replace Section 3.0, TERM OF THE AGREEMENT, with: The Term of the Agreement is from July 1, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both County and Contractor and with County signing last, and Contractor may not commence work before County signs this Agreement.
3. 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.
4. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ BAYSIDE OIL II, INC.
Contractor's Business Name

Date: _____

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

DocuSigned by:
Elsa Jimenez
C7A30BA59CA8423...
Elsa Jimenez Director of Health

Kim Glenn Pres
(Print Name and Title)

Date: 5/29/2020

6/17/2020 | 11:13 AM PDT

**Approved as to Form and Legality
Office of the County Counsel-Risk
Management**

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

DocuSigned by:
Mary Grace Perry: PerryM@co.monterey.ca.us
C83342707AC641A...
Mary Grace Perry
Deputy County Counsel

Kim Glenn CFO
(Print Name and Title)

Date: 6/16/2020 | 10:53 AM PDT

Date: 5/29/2020

Approved as to Fiscal Provisions

DocuSigned by:
Burcu Mousa
811C333563B9474
Auditor/Controller

Date: 6/16/2020 | 1:46 PM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management**

By: _____
Risk Management

Date: _____

Bayside Oil II Inc. NTE \$75,000
7/1/19-6/30/2021

*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.