

**AMENDMENT No. 5  
TO STANDARD AGREEMENT BY & BETWEEN  
COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.**

This **AMENDMENT No. 5** 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**, effective May 20, 2014, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for the 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 May 9, 2014 through June 30, 2017; and

**WHEREAS**, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 1 dated June 2, 2016 to add funds for an amount not to exceed \$75,000 and added Exhibit A-1 and Exhibit B-1; and

**WHEREAS**, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 2 dated June 29, 2017 to increase the amount of the AGREEMENT by \$10,000 for a total amount not to exceed \$85,000 and amend the Scope via Exhibit A-2;

**WHEREAS**, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 3 August 29, 2017 to increase the amount of the AGREEMENT by \$10,000 for a total amount not to exceed \$95,000 and extend the term through June 30, 2018; and

**WHEREAS**, COUNTY and CONTRACTOR amended the AGREEMENT via Amendment No. 4 to increase the amount of the AGREEMENT by \$30,000 for a total amount not to exceed \$125,000; and

**WHEREAS**, COUNTY and CONTRACTOR wish to amend the AGREEMENT via Amendment No. 5 to increase the amount of the AGREEMENT by \$50,000 for a total amount not to exceed \$175,000; and

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

1. Section 2, "PAYMENTS BY COUNTY," is amended by removing "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$125,000" and replaced with "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not

exceed the sum of \$175,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
3. The recitals to this Amendment No. 5 are hereby incorporated by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 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: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Its: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

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

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) managing members. 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.