

**ROUTING FORM – RQN #:** *8039* click here to enter text.

**Date:** 5/3/2016

AGREEMENT       AMENDMENT       BOARD REPORT FOR PRE-APPROVAL

**Vendor Name:** Bagley Enterprises, Inc.

**Title/Brief Description of Document:** Amendment No. 1 to extend the agreement term for one year and increase the amount payable for services to be provided.

**Originating Dept.:** Health. Environmental      **Dept. Contact WITH Phone #:** Robin Kimball 755-1297

**This Agreement or Amendment requires Board Approval:** Yes  No

**This Agreement requires an MYA:** Yes  No

**AGREEMENT TYPE**

<input checked="" type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

**ROUTING AND APPROVALS\***

*Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.*

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		Not applicable	
2nd	County Counsel (required)	<i>MP</i>	<i>Mary Perry</i>	<i>5/13/16</i>
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		Not applicable	
4th	Auditor-Controller (required)	<i>GG</i>	Gary Giboney	<i>5-13-16</i>
5th	Contracts/Purchasing (required)	<i>GE</i>	Gina Encallado	<i>5-16-16</i>
	Return to Originating Department Instructions		Robin Kimball x1297	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

**MYA #:** \*1007

**HEALTH DEPARTMENT  
BOARD REPORT AUTHORIZATION - ROUTING FORM**

Leg. File ID

Approval Process Complete

Submitted to COB

<b>Agenda Date</b>	4/25/2016	<b>Consent</b>	
<b>Contact Person</b>	Stephanie Luna	<b>Scheduled</b>	
<b>Phone</b>	831-755-4540	<b>Noticed</b>	
<b>Bureau</b>	Environmental Health	<b>Time needed</b>	
<b>Subject</b>	Bagley Enterprises- Amendment No.1 to extend the agreement term for one year and increase the amount payable for services to be provided.		

APPROVED BY:	Yes/ No	By	Date	Comments
Director of Health (Required)	Y	AMTJ	4/21/16	
Assistant Director of Health (Required)				
Bureau Chief (Required)	✓	[Signature]		
Bureau Finance Manager (if applicable)	✓	[Signature]	4/25/16	
Health Human Resources (if applicable)				
Health Information Technology (if applicable)				
Privacy Officer (if applicable)	YRS/ NA	AA	5/3/16	

*Missing External Routing Form*

HEALTH DEPARTMENT  
RECEIVED

APR 27 2016

ADMINISTRATION

*pre-review*

**AMENDMENT #1 TO STANDARD AGREEMENT**

**COUNTY OF MONTEREY**

**&**

**BAGLEY ENTERPRISES, INC.**

**THIS AMENDMENT No. 1** is made to the Standard Agreement (“AGREEMENT”) by and between Bagley Enterprises, Inc. (“CONTRACTOR”), and the County of Monterey, a political subdivision of the State of California (“County”).

WHEREAS, on or about July 12, 2013, County and CONTRACTOR entered into a Standard Agreement for the quarterly site inspection services, miscellaneous repairs of used oil and filter collection equipment for existing and new equipment, and provide additional equipment as needed from February 10, 2014 through June 30, 2015; and

WHEREAS, County and CONTRACTOR wish to amend the AGREEMENT to increase the amount of the AGREEMENT by \$20,000 for the services to be provided and extend the AGREEMENT for one (1) more year through June 30, 2017;

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

1. Section 2, “PAYMENTS BY COUNTY,” is amended to read as follows: The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$95,000.
2. Section 3, “TERM OF AGREEMENT,” is amended to read as follows: The term of this Agreement is from February 10, 2014 to June 30, 2017, unless sooner terminated pursuant to terms of 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. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated July 12, 2013, and shall be incorporated therein as if fully set forth in the Agreement.
5. The effective date of this Amendment No. 1 is June 30, 2016.

**IN WITNESS WHEREOF**, the parties hereto have executed this AMENDMENT No. 1 as of the date set forth below their respective signatures.

**COUNTY OF MONTEREY**

By:

*Rebra Wilson*  
Contracts/Purchasing Officer

Date:

*16 May 2016*

**CONTRACTOR**

Bagley Enterprises, Inc.  
Contractor's Business Name\*

By: \_\_\_\_\_  
Department Head (if applicable)

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

Approved as to Form and Legality<sup>1</sup>

By: *Joseph Bagley*  
Deputy County Counsel

Date: 03/17/2016

Approved as to Fiscal Provisions<sup>2</sup>

By: *[Signature]*  
Auditor/Controller

Date: 3/17/16

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

By: *Joseph Bagley*  
(Signature of Chair, President, or Vice-President)\*

**SIGN & DATE**  
JOSEPH BAGLEY, PRESIDENT  
Name and Title

Date: 03/17/2016

By: *Joseph Bagley*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

**SIGN & DATE**  
JOSEPH BAGLEY, SECRETARY  
Name and Title

Date: 03/17/2016

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

<sup>1</sup>Approval by the Office of the County Counsel is required for all Agreement.  
<sup>2</sup>Approval by the Auditor/Controller's Office is required for all Agreements.  
<sup>3</sup>Approval by Risk Management is required if changes are made to Insurance and Indemnification Provisions

**EXHIBIT-A-1**

**To  
Professional Service Agreement  
Between  
Monterey County  
AND  
Bagley Enterprises, Inc.**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. CONTRACTOR shall provide quarterly site inspection services and miscellaneous repairs of used oil and filter collection equipment for existing and new equipment. Site locations are described in Exhibit B. Waste Oil Service/Maintenance Check List is attached as Exhibit C.

2. CONTRACTOR shall provide additional equipment and services on an as needed basis.

3. CONTRACTOR shall provide a quote for each equipment or service request from COUNTY. COUNTY shall approve all quotes before work begins.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

DEPARTMENT shall pay an amount not to exceed \$95,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

General Labor: \$75.00 per hour

Travel Time: \$75.00 per hour

Service Inspection Rate: \$250.00 per site (To include "Portal to Portal")

**B.2 CONTRACTORS BILLING PROCEDURES**

CONTRACTOR shall bill COUNTY by the 15th day of each calendar month for work completed during the previous calendar month.

CONTRACTOR shall submit a final invoice by July 15, 2017.

COUNTY shall not pay for any work performed after June 30, 2017.

The DEPARTMENT may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.