

# Attachment B

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**AMENDMENT NO. 3  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
ACCENT CLEAN AND SWEEP, INC.**

**THIS AMENDMENT NO. 3** to Standard Agreement No. A-13054 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Accent Clean and Sweep, Inc. (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-13054 with County on September 8, 2015 (hereinafter, "Agreement") to provide operated street sweeping services (hereinafter, "services") through September 1, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$100,000; and

**WHEREAS**, Agreement was amended by the Parties on March 2, 2016 (hereinafter, "Amendment No. 1") to increase the amount by \$314,088 which resulted in a total not to exceed amount of \$414,088 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on August 31, 2018 (hereinafter, "Amendment No. 2", including Attachment A-1, Revised Road Listing) to replace Attachment A of Exhibit A, Scope of Services/Payment Provisions, with Attachment A-1 to update the Road Listing, to extend the term for one (1) additional year through September 1, 2019, and to increase the amount by \$160,000 which resulted in a total not to exceed amount of \$574,088; and

**WHEREAS**, County has a continued need for services associated with general street sweeping, as directed by the County, and to meet the NPDES Phase II Roads/Streets Classification services for the term of the Agreement; and

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

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to September 1, 2020 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

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

The term of this Agreement is from September 1, 2015 to September 1, 2020, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend the second paragraph of Paragraph B.2 under Section B, "Payment Provisions", of Exhibit A, Scope of Services/Payment Provisions to the Agreement, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6.0, Payment Conditions, of the Agreement. All invoices shall reference **Multi-Year Agreement (MYA) #3000\*1889**, the services and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

Accent Clean and Sweep, Inc.  
Contractor's Business Name

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

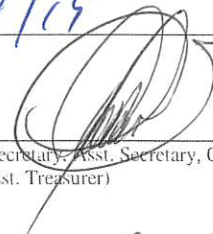
By:   
(Signature of Chair, President or Vice President)

**Approved as to Form and Legality**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

Its: Michael Haughey, President  
(Print Name and Title)

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

Date: 8/14/19

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

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

Its: Ofelia Chen, Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

Date: 8/14/19

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

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

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]  
Contracts/Purchasing Officer

Date: 8/28/19

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 8-21-19

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 8/21/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

CONTRACTOR\*

Accent Clean and Sweep, Inc.

Contractor's Business Name

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: Michael Haughey, President  
(Print Name and Title)

Date: 8/14/19

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

Its: Ofelia Chen, Secretary  
(Print Name and Title)

Date: 8/14/19