



Monterey County Board of Supervisors

Board Order

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

Agreement No.: A-14498; Amendment No.: 1

- a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and Amendment No. 1 between the County of Monterey, and Dave's Repair Service to extend the term of existing services to provide on-call repair services and include new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites in the amount of \$111,580, for a total amount not to exceed \$258,580 and extend the term retroactively from July 1, 2022 to June 30, 2024; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and Amendment No. 1 to the Standard Agreement and up to two (2) additional years, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

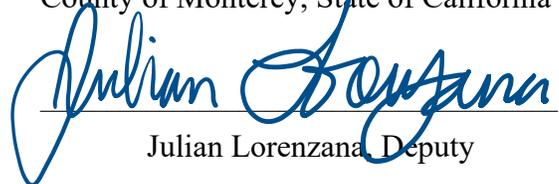
PASSED AND ADOPTED on this 19th day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 July 19, 2022.

Dated: July 21, 2022
File ID: A 22-377
Agenda Item No.: 47

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


Julian Lorenzana, Deputy

**RENEWAL AND AMENDMENT NO. 1 OF AGREEMENT BETWEEN
COUNTY OF MONTEREY and
DAVE’S REPAIR SERVICE**

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Dave’s Repair Service (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the “Parties”).

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on July 1, 2019, (hereinafter, “Agreement”); with a term of agreement date from June 30, 2019, through June 30, 2022, and a “not to exceed” amount of \$147,000; and

WHEREAS, the Parties wish to extend the term of the renewed AGREEMENT retroactively from July 1, 2022 through and including June 30, 2024 to allow CONTRACTOR continue to provide on-call repair services and include new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites identified in this AGREEMENT and as amended by this RENEWAL AND AMENDMENT NO.1.

WHEREAS, the County and CONTRACTOR wish to renew, retroactive to July 1, 2022, and amend the AGREEMENT via Amendment No.1 to increase funds by \$111,580 for a new AGREEMENT amount not to exceed \$258,580.

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

1. **Section 2. “PAYMENT PROVISIONS”** shall be renewed retroactive to July 1, 2022, and amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$147,000**” and replacing it with “The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of **\$258,580**”
2. **Section 4. “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”** shall be renewed retroactive to July 1, 2022 and amended to add the following new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of **AMENDMENT NO. 1** shall be attached to the original AGREEMENT executed by the County on **July 19, 2019**.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
7B741937AA0C41B Contracts/Purchasing Officer
Date: 8/5/2022 | 1:02 PM PDT

CONTRACTOR*

Dave's Repair Service
Contractor's Business Name
DocuSigned by:
By: [Signature]
42E682E78169456C Chair, President or Vice President)

Its: David Gambetta, Owner
(Print Name and Title)

Date: 8/2/2022 | 5:58 PM PDT

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

Its: _____
(Print Name and Title)

Date: _____

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

DocuSigned by:
By: Michael Wilden
0F98C5BE9B6F47D Deputy County Counsel
Date: 8/5/2022 | 11:29 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449... Auditor/Controller
Date: 8/5/2022 | 11:37 AM PDT

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*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.