

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("this Amendment") is made and entered into this 22nd day of October 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "COUNTY"), and Asbury Environmental Services dba World Oil Environmental Services, a California corporation whose address is 1300 South Santa Fe Avenue, Compton, CA 90221 (hereinafter "CONTRACTOR"). References in this Agreement to the "parties" shall be understood to refer to COUNTY and CONTRACTOR, unless otherwise specified.

WHEREAS, the parties entered into Agreement No. 17-115 effective March 28, 2017 ("the Agreement"), following conclusion of the selection process based on CONTRACTOR's Response to Request for Quotation (RFQ) No. 926-5472, dated June 17, 2016, and the subsequent Addendum No. 1 to RFQ 926-5472, dated July 7, 2016;

WHEREAS the Agreement provides for CONTRACTOR to furnish certain specialized services, including the collection, management and recycling or disposal of waste oil, used filters, antifreeze, and solvent disposal services at several specified types of facilities, including: 1) Fresno County Internal Services Department - Fleet Services Division, 2) Sheriff's Office - Fleet Services Division, 3) Road Maintenance and Operations Yards at various locations throughout the County, 4) Certified Used Oil Collection Centers located throughout the unincorporated communities of Fresno County as well as the various incorporated cities of Clovis, Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma, and 5) other locations and facilities as identified by COUNTY and, where applicable, approved by California Department of Resources Recycling and Recovery (CalRecycle) or other applicable State agency, and/or the COUNTY's Department of Public Health - Environmental Health Division, which serves as the Local Enforcement Agency (LEA).

WHEREAS, the parties now desire to amend the Agreement to provide and establish a fee schedule for additional services as hereinafter specified, the necessary of which was not contemplated at the time the RFQ was issued or when the original Agreement was executed,

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, thereafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1 1. That the cost rates identified in RFQ No. 926-5472, dated June 17, 2016, and the
2 subsequent Addendum No. 1 to RFQ 926-5472, dated July 7, 2016, Quotation Schedule-Group II
3 (Used Oil Filter Disposal Service), attached collectively as Exhibit A to the original Agreement, and in
4 the corresponding section of CONTRACTOR'S Response to RFQ 926-5472 (Exhibit B to the original
5 Agreement), shall be and are hereby amended to include the management, collection, and recycling or
6 disposal of Non-Conforming Oil filter products, as follows:

Drum Size	Product Item Description	Unit Price
55 Gal	Paper Automotive Oil Filters	\$85 per Drum
55 Gal	Non-Conforming Oil Filters Mix Paper/Metal	\$85 per Drum

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13 2. The cost rates added to the Agreement by the immediately preceding Paragraph
14 1 of this Amendment shall be subject to the provisions of Section 1, Paragraph F of the original
15 Agreement , and therefore also may be amended once annually for inflation, as determined by the
16 "Consumer Price Index, All Urban Consumers for San Francisco-Oakland- San Jose, CA, Standard
17 Metropolitan Statistical Area" as published by the United States Department of Labor, Bureau of Labor
18 Statistics (hereinafter "CPI") or any successor index. Any such increase shall become effective at the
19 beginning of each 12-month period of this Agreement, and as is the case with the original rates set
20 forth in this Agreement, any such increase thereto shall be subject to the prior written approval of the
21 Director of the Department of Public Works and Planning (hereinafter "DIRECTOR"), or his/her
22 designee.

23 3. This Amendment shall be effective commencing on the date of execution hereof,
24 and for the duration of the term which is set forth in Section 2 of the original Agreement and shall
25 remain unchanged by this Amendment.

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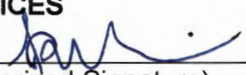
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COUNTY AND CONTRACTOR hereby agree that this Amendment is sufficient to amend the Agreement and, that upon execution of this Amendment, the Agreement (including Exhibits A and B attached thereto and expressly incorporated therein), together with this Amendment, shall be considered the Agreement between the parties.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

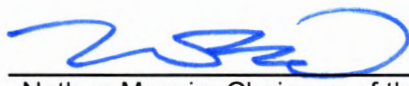
IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement No. 17-115 as of the day and year first hereinabove written.

**ASBURY ENVIRONMENTAL SERVICES
dba WORLD OIL ENVIRONMENTAL
SERVICES**


(Authorized Signature)

Shane Damelin, VP Business Development
1300 S. Santa Fe Ave.
Compton CA 90221
Mailing Address

COUNTY OF FRESNO


Nathan Magesig, Chairman of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.:
Account No.:
Requisition No.: