

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND
SAESHE
TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR THE
CITY'S USED MOTOR OIL PAYMENT PROGRAM**

THIS FIRST AMENDMENT is made and entered into as of January 1, 2025 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and SAESHE, a Domestic Stock (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **FIRST** Amendment is made with the respect to the following facts and purposes:
 - a. On January 1, 2022, the City and Consultant entered into that certain Professional Services Agreement for program management services for the City's Used Motor Oil Payment Program in the amount of \$53,200, through December 24, 2024. The Agreement provides for two additional one-year extension terms, upon mutual agreement.
 - b. The parties now desire to extend the term of the agreement to December 24, 2026, increase the compensation in the amount of \$26,600 for a new total agreement amount not to exceed \$79,800 and to amend the Agreement as set forth in this Amendment.
2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"The term of this Agreement shall be from the Effective Date through December 24, 2026, unless sooner terminated as provided in Section 14 of this Agreement."
3. Paragraph A of Section 2 of the Agreement entitled "**COMPENSATION**" is hereby amended to read as follows:
 - A. Compensation. As full compensation for Consultant's services provided under this Agreement, City shall pay Consultant a sum not to exceed Seventy Nine Thousand Eight Hundred Dollars \$79,800 (the "maximum compensation"), as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.
4. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The parties, through their duly authorized representatives, are signing this **FIRST** Amendment on the date stated in the introductory clause.

City:

Consultant:

City of Covina,
a California municipal corporation

SAESHE,
a Domestic Stock

By: _____
Name: Chris Marcarello
Title: City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

*(Two signatures of corporate officers required
for corporations under Corporations Code
Section 313, unless corporate documents
authorize only one person to sign this
Agreement on behalf of the corporation.)*

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

EXHIBIT A

Attached hereto and incorporated herein is the cost proposal as provided by the Consultant.

Cost Proposal

January 1, 2025 thru December 31, 2025

Task 1 – CCC Administration

Program Director	0.5	\$	180	\$	90.00
Program Manager	2	\$	140	\$	280.00
Program Specialist	2	\$	100	\$	200.00
Program Coordinator	11	\$	70	\$	770.00
Total				\$	1,340.00

Task 2 - Coordinate Collection/Filter Exchange Events

Program Director	1	\$	180	\$	180.00
Program Manager	6	\$	140	\$	840.00
Program Specialist	2	\$	90	\$	180.00
Program Coordinator	18	\$	70	\$	1,260.00
Filters				\$	850.00
Total				\$	3,310.00

Task 3 - Public Education and Outreach

Program Director	1	\$	180	\$	180.00
Program Manager	2	\$	140	\$	280.00
Media Manager	8	\$	150	\$	1,200.00
Program Coordinator	2	\$	70	\$	140.00
Creative Director	4	\$	150	\$	600.00
Paid Media Placement				\$	2,880.00
Total				\$	5,280.00

Task 4 - Program Administration

Program Director	2	\$	180	\$	360.00
Program Manager	12	\$	140	\$	1,680.00
Program Specialist	2	\$	90	\$	180.00
Media Manager	1	\$	150	\$	150.00
Total				\$	2,370.00

Task 5 - Innovation Efforts

Total				\$	1,000.00
--------------	--	--	--	-----------	-----------------

Total				\$	13,300.00
--------------	--	--	--	-----------	------------------

January 1, 2026 thru December 24, 2026

Task 1 - CCC Administration

Program Director	0.5	\$	180	\$	90.00
Program Manager	2	\$	140	\$	280.00
Program Specialist	2	\$	100	\$	200.00
Program Coordinator	11	\$	70	\$	770.00
Total				\$	1,340.00

Task 2 - Coordinate Collection/Filter Exchange Events

Program Director	1	\$	180	\$	180.00
Program Manager	6	\$	140	\$	840.00
Program Specialist	2	\$	90	\$	180.00
Program Coordinator	18	\$	70	\$	1,260.00
Filters				\$	850.00
Total				\$	3,310.00

Task 3 - Public Education and Outreach

Program Director	1	\$	180	\$	180.00
Program Manager	2	\$	140	\$	280.00
Media Manager	8	\$	150	\$	1,200.00
Program Coordinator	2	\$	70	\$	140.00
Creative Director	4	\$	150	\$	600.00
Paid Media Placement				\$	2,880.00
Total				\$	5,280.00

Task 4 - Program Administration

Program Director	2	\$	180	\$	360.00
Program Manager	12	\$	140	\$	1,680.00
Program Specialist	2	\$	90	\$	180.00
Media Manager	1	\$	150	\$	150.00
Total				\$	2,370.00

Task 5 - Innovation Efforts

Total				\$	1,000.00
--------------	--	--	--	-----------	-----------------

Total				\$	13,300.00
--------------	--	--	--	-----------	------------------