

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MOBILE MODULAR MANAGEMENT CORPORATION

This Agreement is entered into this 22nd day of July, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Mobile Modular Management Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of leasing modular units.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment A—Lease Agreement

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIXTY FOUR THOUSAND DOLLARS (\$64,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 22, 2017, through January 17, 2018.

5. Termination

~~CTA
AZ
RB~~ This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement. Reserved.

~~County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.~~

6. Contract Materials

~~CTA
AZ
RB~~ At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. Reserved.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

It is further agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of the Agreement and which result from the negligent acts or omissions of County, its officers and/or employees. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

9. Assignability and Subcontracting

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1/18 Contractor shall not assign this Agreement or any portion of it to a third party ~~or subcontract with a third party to provide services required by Contractor under this Agreement~~ without the prior written consent of County. Any such assignment ~~or subcontract~~ without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement, with the limited exception of building and use permits, at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement. Obtaining any building or use permits will be the responsibility of the County.

11. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury,

including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to

determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Karen Rodgers
Address: 1402 Maple St. Redwood City, CA 94063
Telephone: (650) 369-4715
Email: krodgers@smcgov.org

In the case of Contractor, to:

Name/Title: Kristen Erickson, Operations Specialist
Address: 5700 Las Positas Road, Livermore, CA 94551
Telephone: (925) 606-9000
Email: kerickson@mgrc.com

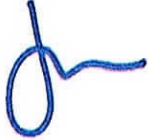
19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Digitally signed by Kristen Erickson,
for MMMC Legal Approval
DN: cn=Kristen Erickson, for MMMC
Legal Approval, o=McGrath
RentCorp, ou=Mobile Modular
Management Corp. (MMMC),
email=kristen.erickson@mgrc.com,
c=US
Date: 2017.12.13 13:28:53 -08'00'

12/13/17

Kristen Erickson, Operations Specialist

Contractor Signature

Date

Contractor Name (please print)



For County:



Purchasing Agent/Signature
(Department Head or
Authorized Designee)
County of San Mateo

12/12/17
Date

Debbie Bazan

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Director of the Project Development Unit

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

A. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- 1) Contractor ("Lessor") will make available for the Project Development Unit ("Lessee") to lease the following:
 - a) One 108x60 HCD Non-standard MPlex Office
 - b) One custom ramp
 - c) One 12x69 HCD Non-standard Restroom with Shower
- 2) County must provide a minimum of 30 days' prior notice for return delivery of Equipment. **OWNERSHIP AND MARKING OF EQUIPMENT:** Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease (Attachment A).

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. AMOUNT AND METHOD OF PAYMENT.

- A. County will pay Contractor a **fixed monthly fee of \$6,448.71 + tax** for one 108x60 building, one ramp, and one 12x60 building.
- B. Dismantle and Return Charges.
 - 1) In addition to the monthly charges for the rental of the equipment detailed above, County also acknowledges its responsibility to pay the following charges upon return of the Equipment:
 - a) Office - Prepare Equipment For Removal (82): \$6,980.00
 - b) Office - Removal, Ramp Custom Plan: \$4,050.00
 - c) Office - Removal, Tiedown: \$2,448.00
 - d) Office - Return Haulage 12 wide: \$4,438.44
 - e) Office - Return Haulage Permit 12 wide: \$702.00
 - f) Office - Return Haulage Pilot 12 wide: \$2,061.00
 - g) Office - Total Office: \$20,679.44
 - h) Restroom - Return Haulage 12 wide: \$493.16
 - i) Restroom - Return Haulage Permit 12 wide: \$78.00
 - j) Restroom - Return Haulage Pilot 12 wide: \$229.00
- C. Invoicing Procedures.
 - 1) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced period
- D. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed \$64,000. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.

2. INSURANCE VALUE OF THE EQUIPMENT:



Item Description	Reference Number	Insurance Value
Restroom, 12x60 HCD (NonStd) w/shower	210033785	\$93,300.00
Office, 108x60 HCD (NonStd)MPlex	210033785	\$397,050.00

Austin Lam

From: Austin Lam
Sent: Wednesday, December 13, 2017 3:10 PM
To: 'Joleen Ironside'; Karen Rodgers
Cc: Shelly Bhatti
Subject: RE: San Mateo County
Attachments: 12300-18-D002 Mobile Modular.pdf

Ms. Ironside,

Please find the attached contract. Please note that certain language on the contract was accepted due to the unique circumstances of the situation and should not be used as a basis for future contracts.

Also, our certificate of insurance for Mobile Modular are out of date. For our records please provide an updated certificate of insurance.

Sincerely,
Austin Lam

From: Joleen Ironside [mailto:Joleen.Ironside@mobilemodular.com]
Sent: Wednesday, December 13, 2017 1:57 PM
To: Austin Lam <alam@smcgov.org>; Karen Rodgers <krodgers@smcgov.org>
Cc: Shelly Bhatti <shelly.bhatti@mgrc.com>
Subject: RE: San Mateo County

Good Afternoon,
The changes that were made are acceptable. Please counter-initial next to each place where we have initialed and countersign the agreement.
Please let me know if you have any questions.
Thank you

Joleen Ironside
Operations Administrator
joleen.ironside@mgrc.com
925-453-3136 Ph.
925-453-3201 Fax
5700 Las Positas Road
Livermore, Ca 94551

Do you know someone who needs modular space solutions? We always appreciate referrals. Introduce us and receive a \$25 gift card or donation in your name! Ask me for information.



mobilemodularrents.com

RESOLUTION NO. 076250

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING THE DIRECTOR OF PROJECT DEVELOPMENT UNIT
OR HIS/HER DESGNEE TO EXECUTE LEASE AGREEMENTS WITH MOBILE
MODULAR MANAGEMENT CORPORATION TO PROVIDE OFFICE SPACE AND
RESTROOMS FOR A TOTAL AMOUNT NOT TO EXCEED \$391,887**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, in January 2017, the County Manager’s Office formed the Project Development Unit (PDU) to oversee and manage County ground-up construction projects; and

WHEREAS, the PDU is currently managing fourteen projects at various stages of development including the Cordilleras Mental Health Facility Project, the Health System Campus Project, the South San Francisco Health Campus Project, the Government Center County Office Building 3 Project, the Government Center Parking Structure 2 Project, the Skylonda Fire Station Project, the Animal Shelter Replacement Project, the Regional Operations Center Project, and the Lathrop House Relocation Project; and

WHEREAS, the PDU, currently housed in office trailers located at 1402 Maple Street in Redwood City, works in a “Big Room” environment and collaborates with and houses employees from multiple County Departments, as well as multiple independent contractor project managers; and

WHEREAS, the PDU uses its space to house multiple daily meetings with project architects, engineers, construction managers, advisors, and permitting authorities, and to hold frequent public bid openings and other required events; and

WHEREAS, as the ongoing and projected projects progress the PDU requires additional conference room and regular and hoteling offices; and

WHEREAS, the department of Public Safety Communications (PSC) are replacing their Computer Aided Dispatch system and require office space for contractors to work and to hold meetings while this replacement occurs; and

WHEREAS, to fulfill the temporary office space and meeting room needs of the PDU and PSC, the PDU requested pricing from multiple providers of temporary buildings for an additional 5,280 square feet of space that includes three conference rooms, three small meeting rooms or collaborative work spaces, one private office, and approximately 30 additional work spaces; and

WHEREAS, work at the Medical Center, for the Health System Campus Project, begins in November 2018 and will displace engineers from the Department of Public Works (DPW), who will therefore require local replacement space providing 960 square feet of office space for the DPW engineers as well as a separate trailer with restroom facilities as required by DPW; and

WHEREAS, PDU received pricing from Mobile Modular and Modern Building for all trailers and received separate pricing proposals from Design Space and Williams Scotsman for just the DPW trailers; and

WHEREAS, Mobile Modular provided the best overall pricing for the space and needs for both the PDU/PSC trailers (total cost for delivery, installation, removal, and 36 month's rent in the amount of \$240,196) and the DPW trailers (total cost for delivery, installation, removal, and 36 month's rent in the amount of \$151,691); and

WHEREAS, County Counsel has reviewed and approved the Resolution as to form; and

WHEREAS, executing the agreement with Mobile Modular Management Corporation for the lease of the trailer complex contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the cost required to provide county office space.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorize lease agreements with Mobile Modular Management Corporation to provide office space and restrooms for a total amount not to exceed \$391,887.

* * * * *

RESOLUTION NUMBER: 076250

Regularly passed and adopted this 6th day of November, 2018.

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

DAVID J. CANEPA

NOES and against said resolution:

Supervisors:

NONE



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors




Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement
 Contract: 210033785.1
 Contract Term: 6 Months
 Date Printed: 10/10/2017
 Start Rent Date: 07/22/2017

Incorporation by Reference
 The Lease Agreement is subject to the Supplemental Lease Terms and Conditions, which are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be viewed in the Resources section of Lessor's website at (<http://www.mobilemodular.com/contractterms>). The Lessee hereby affirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions.

Please sign below and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as lessor ("Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation	Digitally signed by Kristen Erickson, for MMMC Legal Approval DN: cn=Kristen Erickson, for MMMC Legal Approval, o=McGrath RentCorp, ou=Mobile Modular Management Corp. (MMMC), email=kristen.erickson@mgrc.com, c=US Date: 2017.12.13 13:27:20 -08'00'	LESSEE: San Mateo County Project Development Un
Signature: _____ Print Name: _____ Title: _____ Date: _____		Signature: _____ Print Name: <u>Deborah Bazan</u> Title: <u>Director</u> Date: <u>10/10/17</u>

ATTACHMENT A

LEASE TERMS AND CONDITIONS

- 1. LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on the Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement ("Agreement") and the lease provisions on Lessor's website at (<https://www.MobileModular.com/ContractTerms>) (the "Incorporated Provisions"), which are incorporated by reference into the Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in the Agreement under "Product Information". In the event of a conflict between this Agreement and Lessee's contract, purchase order or other document, the terms of this Agreement shall prevail.
- 2. LEASE TERM.** The Agreement shall be in full force and effect upon the date of execution by Lessee. The Lease Term and Monthly Rent shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. This Lease Agreement defines a month as 30 calendar days; rent will be billed monthly unless otherwise specified. In the event that Lessee terminates the Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor following the receipt of the termination request. Such early termination fee may include charges related to the preparation of the Equipment for delivery and/or the rental value of the Agreement. In no event shall any such early termination fee exceed the total value of the Lease Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.
- 3. RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment. Please review the Incorporated Provisions on Lessor's website at [<https://www.MobileModular.com/ContractTerms>] for the conditions under which the Equipment must be returned. Unless otherwise agreed upon by Lessor in writing, Monthly Rent shall be due until return of the Equipment to Lessor is completed and shall not be based upon the date such return is requested. Lessor prorates rent in one-half (1/2) month increments only. Lessee is responsible for paying the full month's rental payment for Equipment returned after the



Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000 Fax: (925) 453-3201
www.mobilemodular.com

Lease Agreement

Contract: 210033785.1
Contract Term: 6 Months
Date Printed: 10/10/2017
Start Rent Date: 07/22/2017

fifteenth (15th) day of the billing cycle.

4. HOLDING OVER; LEASE EXTENSION. Following the expiration of the Lease Term, the Lease and the terms and conditions set forth herein, shall be extended on a month-to-month basis until the Equipment is returned to Lessor. In this event, Lessor may establish a revised rental rate which shall constitute the Monthly Rent. The charges upon return and any other charges related to the return of the Equipment may be reasonably revised from those reflected in the Agreement, at Lessor's discretion, should the Lease be extended beyond the initial Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

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(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, ~~including any items or occupants within or surrounding the Equipment, for promotional or other purposes, pursuant to Section 6 of the Incorporated Provisions.~~ If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Lessee shall pay to Lessor the Security Deposit specified in the Agreement, which may be due upon execution of the Agreement, if specified. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or pledge as security or collateral its interest, or any part thereof, in and to any Lease or the Equipment without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or pledge of security or collateral, whether voluntary or involuntary, shall be null and void, and any such attempt act may be considered an Event of Default. Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or pledge as security or collateral its interest or any part thereof, in and to the Lease.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within ten (10) days thereafter, an amount equal to the full replacement value of the Equipment. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that which Lessee has paid to Lessor pursuant to this paragraph.

11. INSURANCE. Lessee shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for general liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance certificates, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's insurance carrier to be licensed to do business in the state where the Equipment is being leased. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.



Mobile Modular Management Corporation
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Lease Agreement
 Contract: 210033785.1
 Contract Term: 6 Months
 Date Printed: 10/10/2017
 Start Rent Date: 07/22/2017

12. WAIVER AND INDEMNIFICATION.

Lessee hereby waives and releases all claims against Lessor for loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, and for injuries to Lessee, Lessee's agents and third persons, irrespective of the cause of such loss, damage or injury except resulting from Lessor's negligence. Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, and demands ("Claims") arising out of the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment. In no event shall Lessor be responsible for Claims resulting from Lessee's sole or gross negligence or willful misconduct. Each party's duty of indemnification shall be in proportion to its allocated share of joint negligence. Under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages resulting from lease or use of the Equipment, including, but not limited to, anticipated loss or loss of business or profits.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (3) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (4) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) ~~use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease;~~ (6) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (7) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (8) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) ~~an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period);~~ and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain with Lessor (or its Principal). Unless otherwise specified in writing by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.



Mobile Modular Management Corporation
 5700 Las Positas Road
 Livermore, CA 94551
 Phone: (925) 606-9000 Fax: (925) 453-3201
 www.mobilemodular.com

Lease Agreement

Contract: 210033785.1
 Contract Term: 6 Months
 Date Printed: 10/10/2017
 Start Rent Date: 07/22/2017

17. JURISDICTION.

~~(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.~~

~~(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.~~

~~18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce.~~

19. CREDIT CARD AUTHORIZATION. Lessee hereby gives authorization to Lessor to charge against credit card provided all amounts billed for this transaction including applicable taxes, shipping and handling charges. For a rental/lease transaction, charges may be recurring and additional billing and charges will occur until such time as all Equipment and respective accessories are returned and the rental is terminated.

20. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

21. FEDERAL CONTRACTOR. As a federal contractor, Lessor's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). Lessor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

22. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

~~23. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.~~

Lease Terms and Conditions, Rev. 08/22/16

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MOBILE MODULAR MANAGEMENT CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 20th day of March, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mobile Modular Management Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for mobile building leasing services on November 15, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the contract by \$15,000 for a new not-to-exceed amount of \$166,690.60.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

“In no event shall the County’s total fiscal obligation under this agreement exceed \$166,690.60 (ONE HUNDRED SIXTY SIX THOUSAND SIX HUNDRED NINETY DOLLARS AND SIXTY CENTS)”

2. Paragraph one of Exhibit B is added to the agreement to read as follows:

“County will pay Contractor a fixed monthly fee of \$1,488.69 for one 24’ x 40’ modular building and ramp/platform and \$1971.16 for the 10’ x 40’ restroom.”

3. Paragraph two of Exhibit B is added to the agreement to read as follows:

“Delivery and installation charges for the 24’ x 40’ modular building, ramp/platform and 10’ x 40’ restroom trailer is \$26,400.00.”

4. Paragraph three of Exhibit B is added to the agreement to read as follows:

“Dismantle and Return Charges for one 24’ x 40’ modular building, ramp/platform and 10’ x 40’ restroom trailer is \$15,359.00.”

5. All other terms and conditions of the agreement dated November 15, 2018, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Mobile Modular Management Corporation



Digitally signed by Kristen Erickson, for
MMMC Legal Approval
DN: cn=Kristen Erickson, for MMMC Legal
Approval, o=McGrath RentCorp,
ou=Mobile Modular Management Corp.,
email=kristen.erickson@mobilemodular.c
om, c=US
Date: 2019.04.03 10:15:35 -07'00'

Contractor Signature

Date

Kristen Erickson, Sr. Operations Specialist
Contractor Name (please print)

COUNTY OF SAN MATEO

Sam L. _____, Assistant Director, PDU

By:
Director of Project Development Unit or Designee

Date: 4/17/19



Change Order 1

Mobile Modular Management Corp
5700 Las Positas Rd, Livermore, CA 94551
925-453-3122 (p), 925-453-3201 (f)
Matt.Benas@mobilemodular.com

DATE: MARCH 5, 2019
CONTRACT .# 210040960

TO Jose Yow
County of San Mateo

JOB 10x40, 24x40 modular
buildings

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
36 mos.	Additional monthly ramp rental	\$219.00/mo.	\$7,884.00.00 + tax
1	Additional ramp installation	\$3,433.00	\$3,443.00
1	Additional ramp removal (back end charge)	\$2,586.00	\$2,586.00
Total Cost			\$13,913.00 + tax

15K

Accepted by: _____

Date: _____

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MOBILE MODULAR MANAGEMENT CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 16th day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mobile Modular Management Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for mobile building leasing services on November 15, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the contract by \$65,000 for a new not-to-exceed amount of \$231,690.60; and

WHEREAS, the parties are confirming that following the expiration of the initial term, the Lease of the Equipment (Modular Units) and the terms and conditions of the original Agreement shall be extended on a month to month basis until the Equipment (Modular Units) are returned to the Contractor; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

“In no event shall the County’s total fiscal obligation under this agreement exceed \$231,690.60 “(Two Hundred Thirty-one Thousand, Six Hundred Ninety Dollars and Sixty Cents)”

2. **All other terms and conditions of the agreement dated November 15, 2018, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Mobile Modular Management Corporation

<u>Kristen Erickson</u>	12-Jul-2022 10:35 PDT	Kristen Erickson
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

Adam Ely
Adam Ely

By:
Director of Project Development Unit or Designee

12-Jul-2022 | 11:23 PDT
Date: _____



County of San Mateo

Contract Amendment Coversheet and Contract Amendment for >\$200K

CONTRACT SUMMARY

Contract No:	Contractor Name:	Amendment No:
R076250A	Mobile Modular Management Corporation	03

THE AGREEMENT HAS CHANGED AS FOLLOWS:

Agreement Amount			
Original Amount:	\$151,690.60		
Amendment 1 Amount:	\$15,000		
Amendment 2 Amount:	\$65,000		
Current Amount:	Addition or Reduction:	New Total:	
\$231,690.60	\$105,257.74	\$336,948.34	
Agreement Term			
Original Start Date:	11/15/2018	Original End Term:	Lease term
Amendment 1 Start Date:	03/20/2019	Amendment 1 End Date:	Lease term
Amendment 2 Start Date:	05/16/2022	Amendment 2 End Date:	Lease term
Amendment 3 Start Date:	01/31/2024	Amendment 3 End Date:	Lease extension through Fall 2025

Paragraph Changes:

Paragraph 3 – Payments

Correction to Amendment executed July 12, 2022, as Amendment 3 is now titled as Amendment 2

**AMENDMENT 03 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MOBILE MODULAR MANAGEMENT CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of February 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mobile Modular Management Corporation hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement with Mobile Modular Management Corporation for mobile building leasing services in the amount of \$151,690.60 on November 15, 2018; and

WHEREAS, the parties amended the agreement to increase the contract value by \$15,000 for a new not to exceed amount of \$166,690.60; and

WHEREAS, the parties amended the agreement to increase the contract value by \$65,000 for a new not to exceed amount of \$231,690.60; and

WHEREAS the parties confirmed following the expiration of the initial term of 36 months, the lease of the equipment (Modular Units) and the terms and conditions of the original Agreement shall be extended on a month-to-month basis until the Equipment (Modular Units) are returned to the Contractor; and

WHEREAS the County of San Mateo wishes to clarify Amendment 2 was accidentally labeled as Amendment 3; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value by \$105,257.74 for a new not to exceed amount of \$336,948.34; and correct the title of Amendment Two to reflect the correct Agreement number.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:


1. Section 3 'Payments' of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable, provided that County shall notify Contractor provided that County shall notify Contractor in writing within ten (10) days of receipt of an invoice which County intends to withhold payment of, providing a detailed explanation of the issue causing such payment to be withheld and County shall promptly release any such payment upon Contractor's resolution of the issue causing such payment to be withheld. In no event shall County's total fiscal obligation under this Agreement exceed **THREE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FOUR CENTS (\$336,948.34)**, with the exception that County understands and agrees that the foregoing amount is inclusive of applicable taxes calculated at the current tax rate for the County of San Mateo and that such tax rate is subject to change without notice. In the event that the applicable tax rate changes during the Lease Term of this Agreement or any extensions thereof, County agrees to increase the amount of the Agreement if required to accommodate any such increases in applicable taxes as reflected in Contractor's invoice. If the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.


2. Correcting Amendment executed on July 12, 2022, is now titled as Amendment 2 increasing the Agreement by \$65,000 for a new contract value of \$231,690.60. (See attached corrected copy)
3. **All other terms and conditions of the agreement dated November 15, 2018, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor:

<small>DocuSigned by:</small>  <small>EE64060037C143A...</small>	Feb-28-2024 06:19 PST	Sheree Byington
Contractor Signature	Date	Contractor Name (please print)

For County:

<small>DocuSigned by:</small>  <small>EE4B7F4B372C432...</small>	Feb-28-2024 08:54 PST	Sam Lin
Purchasing Agent Signature County of San Mateo (Department Head of Authorized Designee)	Date	Purchasing Agent Name (please print) County of San Mateo (Department Head of Authorized Designee)

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MOBILE MODULAR MANAGEMENT CORPORATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 16th day of May, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mobile Modular Management Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for mobile building leasing services on November 15, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the contract by \$65,000 for a new not-to-exceed amount of \$231,690.60; and

WHEREAS, the parties are confirming that following the expiration of the initial term, the Lease of the Equipment (Modular Units) and the terms and conditions of the original Agreement shall be extended on a month to month basis until the Equipment (Modular Units) are returned to the Contractor; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the agreement is amended to read as follows:

“In no event shall the County’s total fiscal obligation under this agreement exceed \$231,690.60 “(Two Hundred Thirty-one Thousand, Six Hundred Ninety Dollars and Sixty Cents)”

2. **All other terms and conditions of the agreement dated November 15, 2018, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Mobile Modular Management Corporation

<u>Kristen Erickson</u>	12-Jul-2022 10:35 PDT	Kristen Erickson
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

Adam Ely
Adam Ely

By:
Director of Project Development Unit or Designee

12-Jul-2022 | 11:23 PDT
Date: _____