

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BMS TECHNOLOGIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BMS Technologies, 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, on June 6, 2017, the parties entered into an Agreement for printing, processing and mailing of invoices and permits for the term of July 1, 2017 through June 30, 2022, in an amount not to exceed \$209,712; and

WHEREAS, on June 15, 2022, the parties amended the Agreement to extend the term date to June 30, 2024; and

WHEREAS, on February 26, 2024, the parties amended the Agreement to increase the amount payable by \$25,000, to an amount not to exceed \$234,712; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$75,000 for a new maximum fiscal obligation not to exceed \$309,712; and

WHEREAS, the parties wish to amend the Agreement to extend the term by 1 year to June 30, 2025.

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. In no event shall County's total fiscal

obligation under this Agreement exceed THREE HUNDRED NINE THOUSAND AND SEVEN HUNDRED TWELVE DOLLARS (\$309,712). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

To ensure compliance with state-mandated procurement requirements under California Senate Bill 1383 (eff. Jan. 1, 2022) for paper products, both parties, San Mateo County Environmental Health Services Division and BMS Technologies, agree to the \$0.03 increased fee per mailer for postconsumer content (#10 and #9 envelopes).

2. Section 4. Term of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2025.

4. All other terms and conditions of the agreement dated June 6, 2017, Amendment 1 dated June 15, 2022, and Amendment 2 dated February 26, 2024, 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: BMS TECHNOLOGIES


Contractor Signature

May 29, 2024
Date

Jeffrey D Evans
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board