AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ALAMEDA COUNTY FIRE DEPARTMENT

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Alameda County Fire Department, hereinafter called "Contractor";
<u>WITNESSETH</u> :
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 the purposes of obtaining preventative maintenance services for County Service Area #1 for the term of June 1, 2024, through May 31, 2026, in an amount not to exceed \$49,000;
WHEREAS, the parties previously amended the Agreement to increase the amount by \$99,000 to a new amount not to exceed \$148,000 to provide preventative maintenance services for Fire Protection Services; and,
WHEREAS, the parties wish to amend the Agreement for a second time to increase the amount by \$152,000 to a new amount not to exceed \$300,000 to fund additional necessary maintenance services, and amend the Agreement term to June 1, 2024, through June 30, 2026.
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:
1. Section 3 of the agreement is amended to read as follows:
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 THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

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

Term:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2024, through June 30, 2026.

3. All other terms and conditions of the agreement dated July 1, 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: Alameda County Fire Department Date

William McDonald

Contractor Name (please print)

Fire Chief For County: **COUNTY OF SAN MATEO** By: President, Board of Supervisors, San Mateo County Date:

ATTEST:

Clerk of Said Board