

**AMENDMENT FOUR TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ACTION TOWING & ROAD SERVICE INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 6th day of January, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Action Towing & Road Service Inc., 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 Auto Towing and Storage Services services on January 1, 2022; and

WHEREAS, Amendment One to the Agreement was approved in August 2023 which increased the amount of the Agreement and extended the term; and

WHEREAS, Amendment Two to the Agreement was approved in May 2024 which increased the amount of the Agreement; and

WHEREAS, Amendment Three to the Agreement was approved in June 2025 which increased the amount of the Agreement and extended the term; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount and extend the term.

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:

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 A. 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 **Two Hundred Forty-Nine Thousand Dollars (\$249,000)**. 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4, Term, is added to the agreement to read as follows:

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 01, 2022, through June 30, 2026**.

3. Original Exhibit A is replaced with Revised Exhibit A, (rev. November 2025) attached hereto and incorporated herein.
4. All other terms and conditions of the original agreement and prior amendments not in conflict with Amendment Four 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: Action Towing & Road Service Inc.

Brian Banks
Brian Banks (Nov 12, 2025 10:10:06 PST)

Contractor Signature

11/12/25

Date

Brian Banks

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

Exhibit A: Services, Payments, and Rates
(Revised November 2025)

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

1. **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- A. Contractor will provide towing and temporary secure storage services of seized vehicles held for evidence related to criminal investigations.
- B. Contractor will also provide the removal and disposal of non-passenger vehicles in San Mateo County. These "non- passenger vehicles" equate to any vehicles or structures that do not fall into the typical rotation categories; include recreational vehicles, trailers, boats, containers or other miscellaneous abandoned structures illegally parked throughout the County.

2. **AMOUNT AND METHOD OF PAYMENT**

A. Rates

- 1. Action Towing will bill the County \$400, per vehicle per month held as evidence seized during the course of an investigation.
- 2. Action Tow will bill the County up to \$3,500, per non-passenger vehicle tow, inclusive of the following services and 30 days' storage and disposal of the vehicle when requested:
 - a. Towing and storage.
 - i. Vehicles generally require two to three spaces and take from fifteen days to six months to obtain ownership.
 - b. Vehicle lien.
 - c. Fluid removal.
 - i. Once the lien process is completed, all fluids must be removed and disposed of. This includes fuel, oil, black tank, grey tank, etc.
 - d. Cleaning out the RV house, boat or container.
 - i. This includes furniture, appliances, personal items etc.
 - e. Breaking down the structure into scrap.
 - f. Delivery of the chassis, if applicable, to an auto dismantler.
- 3. Action Tow will bill the County up to \$6,500, per non-passenger vehicle tow, inclusive of the following services and 90 days of storage when requested:
 - a. Towing and storage.
 - i. Vehicles generally require two to three spaces
 - ii. In certain cases, when requested and based on the circumstances, some vehicles may need to be stored for 90 days.
 - b. Vehicle lien.
 - c. Fluid removal.
 - i. Once the lien process is completed, all fluids must be removed and disposed of. This includes fuel, oil, black tank, grey tank, etc.
 - d. Cleaning out the RV house, boat or container.
 - i. This includes furniture, appliances, personal items etc.
 - e. Breaking down the structure into scrap.
 - f. Delivery of the chassis, if applicable, to an auto dismantler.

B. 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:
 - a. Agreement number
 - b. Vehicle VIN#, Make, and Model
 - c. Vehicle Storage Location
 - d. Detailed statement of services/work completed for the invoiced period
2. 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 **\$249,000**. County shall have the right to withhold payment if County determines the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.
3. Contractor shall send invoices to:
[Sheriffs Fiscal Unit@smcgov.org](mailto:Sheriffs_Fiscal_Unit@smcgov.org)
CC: Jacob Trickett at jtrickett@smcgov.org