

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COROVAN MOVING AND STORAGE, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this twenty eighth day of January 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Corovan Moving and Storage, Inc., hereinafter called "Contractor";

WITNESSETH:

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 to provide full-service warehousing, shipping, and safeguarding services for the emergency medical stockpile and Strategic National Stockpile assets for the term from December 6, 2021, to December 5, 2024, with a not-to-exceed amount of \$740,000; and

WHEREAS, in December 2024, the parties amended the agreement, extending the term through February 28, 2025, and increasing the contract amount by \$25,000, bringing the total not-to-exceed amount to \$765,000; and

WHEREAS, the parties now wish to further amend the agreement to increase the amount by \$690,000, bringing the total not-to-exceed amount to \$1,460,000, and extend the term through December 31, 2027; and

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

1. Section 3., "Payments", 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 **ONE MILLION FOUR HUNDRED AND SIXTY THOUSAND DOLLARS (\$1,460,000)**. 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. The Parties understand and agree that payments under this Agreement are made pursuant to invoices submitted by Contractor to County and that County shall pay invoices as they come due within the contract limitations. Contractor has expressed concern that the County may request services without adequate fiscal authority for payment of invoices. To alleviate that concern, and to ensure timely payment of invoices, the Parties agree that when the payments made to Contractor under the Agreement reach seventy-five percent of the authorized amount above, the Parties shall meet and confer as to whether an amendment to the Agreement is necessary to increase the not to exceed budget.

2. Section 4., "Term", is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **December 6, 2021**, through **December 27, 2027**.

3. Exhibit B, Section 4, shall be amended to read as follows:

Rate Lock and Escalators: All rates will remain the same with no increase over the initial three year term of December 6, 2021 – December 5, 2024. All rates set forth in the agreement and as amended in Amendment 1 effective December 6, 2024 will remain the same with no increase up to December 31, 2025. Thereafter beginning

January 1st, all rates and pricing set forth in Exhibit B shall be subject to a four percent (4%) annual escalator. Any extension period of the agreement shall be subject to negotiation of a written agreement or written amendment.

4. All other terms and conditions of the agreement dated December 14, 2021, and the Amendment 1 dated December 6, 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: Corovan Moving and Storage, Inc.



Contractor Signature

1-16-25
Date

Corovan
OZZIE FUENTES
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: 

Resolution No. 080884

President, Board of Supervisors, San Mateo County

Date: January 28, 2025

ATTEST:



By:
Clerk of Said Board