

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND FEDERAL
ENGINEERING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____
2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
FEDERAL ENGINEERING, 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, on March 28, 2023, the parties entered into an agreement to provide project management and subject matter expert consulting services for the Microwave System Upgrade Project and other Land Mobile Radio projects for the term of March 28, 2023, through June 30, 2025, for a total amount not to exceed \$536,300; and

WHEREAS, on June 24, 2025, the parties executed Amendment Number 1 to provide continued consulting services and extend the term through December 31, 2025; and

WHEREAS, the parties wish to further amend the agreement for continued consulting services to support the completion of the Microwave System Upgrade Project, to extend the term through March 27, 2026, and to increase the agreement amount by \$133,759.95, for a total amount not to exceed \$670,059.95; and

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

1. Section 3, Payments of the agreement is hereby 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 and written notification has been communicated to Contractor. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED SEVENTY THOUSAND FIFTY-NINE DOLLARS AND NINETY-FIVE CENTS (\$670,059.95). 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 of the agreement is hereby amended to read as follows:
Subject to compliance with all terms and conditions, the term of the Agreement shall be from March 28, 2023, through March 27, 2026.
3. Section 20, Levine Act Compliance is hereby added to read as follows:
The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.
4. Exhibit B, Payments, Rates, and Invoicing is hereby amended to replace the Milestones/Phases table in its entirety to read as follows:

MILESTONES/PHASES

Milestone	Estimated Amount
Planning Phase	\$58,000
Design and Build Phase	\$129,600
Installation and Integration	\$322,943*
Testing and Cutover	\$120,940*
Close Out	\$38,576.95*
TOTAL	\$670,059.95

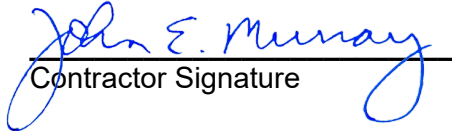
***Revised per Amendment No. 2**

Total Not to Exceed Amount for this Agreement is \$670,059.95.

5. **All other terms and conditions of the agreement between the County and Contractor, dated March 28, 2023, as previously amended, 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: FEDERAL ENGINEERING, INC.


Contractor Signature

8/27/2025

Date

John E. Murray

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

Resolution No.

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board