

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ADVANCED MONITORING METHOD LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT, is entered into this ____ day of _____, 2023 (“Amendment Effective Date”), by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and Advanced Monitoring Method LLC, 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 on January 28, 2020 for Contractor’s temperature equipment installation and monitoring services; and

WHEREAS, the parties wish to amend the Agreement to extend the Term of the Agreement by three years and to increase the County’s total fiscal obligation by \$120,894.

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

1. Section 3, Payments, of the Agreement is deleted in its entirety and replaced 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 \$326,654. 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 deleted in its entirety and replaced to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 28,2020, through March 31, 2026.

3. Exhibit B is hereby amended by adding the following Contractor’s fee schedule effective for the period of 4/1/2023 to 3/31/2026:

Equipment Costs and Service Rates	Cost	Fusion Live Set Up	3-PT Calibration	Installation*	Total
Intelligate	\$780	\$40		\$175	\$995
Mesh Router	\$493	\$40		\$75	\$608
HumBip	\$416	\$40	\$200	\$150	\$806
NTC-40ZB	\$312	\$40	\$175	\$195	\$722
RTD-22ZB	\$507	\$40	\$250	\$250	\$1,047
Analog 5V-40ZB	\$338	\$40	\$200	\$250	\$828

*Installation includes parts, factory calibration, cloud server access and support

Annual Services Costs**	Cost
Maintenance and 1-Point On-Site Calibration HumBip	\$175
Maintenance and 1-Point On-Site Probe Calibration HT	\$125
Maintenance and 1-Point On-Site Probe Calibration ULT	\$200
Maintenance and 1-Point On-Site Calibration Analog5V	\$350
Software Hosting	\$100

**Includes travel, calibration, maintenance, documentation, cloud server access and support

Contractor’s invoices shall show totals of charges by County department (such as SMMC Main Pharmacy, SMMC Main Lab, Public Health Lab, etc.)

The table below shows the estimated additional costs by year.

Year	From	To	Public Health	Family Health	Medical Center	Totals
1	4/1/2023	3/31/2024	\$6,850	\$1,200	\$28,650	\$36,700
2	4/1/2024	3/31/2025	\$7,035	\$1,237	\$29,515	\$37,787
3	4/1/2025	3/31/2026	\$7,226	\$1,275	\$30,406	\$38,907
Contingency						\$7,500
Totals			\$21,111	\$3,712	\$88,571	\$120,894

4. Exhibit B is amended to add the following: Additional Services. County may request Contractor to perform additional services and provide additional equipment. Such requests, if approved in writing by County and Contractor, shall be considered amendments to the Agreement. The cost of any additional services is subject to the County’s total fiscal obligation of this Agreement which includes \$7,500 for such additional services.

5. All other provisions, terms and conditions of the Agreement between the County and Contractor, as amended, shall remain in full force and effect and are applicable to the services provided under this amendment, except as expressly set forth herein.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, have affixed their respective signatures.

For Contractor: ADVANCED MONITORING METHOD LLC

<i>Thomas Brauch</i>	02/27/2023	Tom Brauch
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board