

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ULTRAEX, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UltraEx, LLC, hereinafter called "Contractor";

W I T N E S S E I 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 courier and transportation services on April 21, 2020, for the term of April 1, 2020, through March 31, 2025, in an amount not to exceed \$1,250,000; and

WHEREAS, on April 19, 2022, the parties amended the Agreement to adjust the rate for fuel surcharge;

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$1,000,000 to an amount not to exceed \$2,250,000.

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

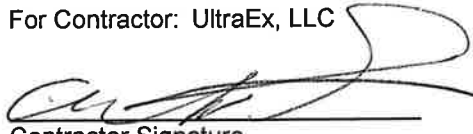
1. Section 3, Payments of the agreement is amended to read as follows:

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 (rev. 4/18/22). 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 MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00). 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. All invoices must be approved by the Deputy Director of Ambulatory Care Services or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. All other terms and conditions of the agreement, as previously amended, 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: UltraEx, LLC



Contractor Signature

02/14/2023

Date

Alfredo Flores

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board