

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CROTHALL LAUNDRY SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Crothall Laundry Services, 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 Laundry Linen Rental Services on January 27, 2015, for the term of February 1, 2015 through January 31, 2020, in an amount not to exceed \$2,717,000; and

WHEREAS, the parties amended the Agreement on February 27, 2015, to expand the scope of work with no changes to the fiscal obligation; and

WHEREAS, the parties amended the Agreement on November 21, 2019, to extend the term of the Agreement by six months through July 31, 2020, with no changes to the fiscal obligation; and

WHEREAS, the parties amended the Agreement on August 4, 2020, to extend the term of the agreement by five months, through December 31, 2020 and increase the maximum amount payable by \$225,000, to an amount not to exceed \$2,942,000; and

WHEREAS, the parties amended the Agreement extending the agreement through June 30, 2021, and increase the maximum amount payable by \$330,000, to an amount not to exceed \$3,272,000.

WHEREAS, the parties wish to amend the Agreement to further extend the agreement by eight months, through February 28, 2022, and increase the maximum amount payable by \$400,000, to an amount not to exceed \$3,672,000.

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 herein 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 THREE MILLION SIX HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$3,672,000).

2. Section 4. Term and Termination, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2015, through February 28, 2022.

This Agreement may be terminated by Contractor, the Chief of San Mateo County Health, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. All other terms and conditions of the Agreement dated January 27, 2015, 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: Crothall Laundry Services, Inc.

Michael Barner
Contractor Signature

12/6/2021
Date

Michael Barner, CEO
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board