

**STANDARD AGREEMENT** — APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER EMS-1056	AM. NO. 2
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION	

THIS AGREEMENT, made and entered into this 27th day of September, 2002, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Interim Director</u>	AGENCY <u>Emergency Medical Services Authority</u> , hereafter called the State,
CONTRACTOR'S NAME <u>San Mateo County EMS Agency</u> , hereafter called the Contractor.	

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressly does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, for performance or completion, and attach plans and specifications, if any.)*

The purpose of this Contract Amendment is to extend the previous contract (EMS-1056, Am. No. 1) through June 30, 2003.

No other changes have been made to this Contract.

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement. IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY <u>Emergency Medical Services Authority</u>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>San Mateo County EMS Agency</u>			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING <u>Richard E. Watson</u>		PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jerry Hill, President, Board of Supervisors</u>			
TITLE <u>Interim Director</u>		ADDRESS <u>225 37th Avenue, San Mateo, CA 94403</u>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ <u>-0-</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>10</u>	FUND TITLE <u>Federal</u>		<i>Department of General Services Use Only</i>	
	(OPTIONAL USE) <u>Grants to Local Agencies</u>				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ <u>45,000.00</u>	ITEM <u>4120-101-0890</u>	CHAPTER <u>106</u>	STATUTE <u>2001</u>	FISCAL YEAR <u>01/02</u>	
TOTAL AMOUNT ENCUMBERED TO DATE \$ <u>45,000.00</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>0010-702-50000</u>				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷			DATE		

# STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.