

**FIRST AMENDMENT TO MAINTENANCE AND TRADE SERVICES AGREEMENT
BETWEEN THE CITY OF SAN PABLO AND ACCO ENGINEERED SYSTEMS, INC.
FOR ON-CALL MECHANICAL SERVICES**

**THIS FIRST AMENDMENT TO MAINTENANCE AND TRADE SERVICES
AGREEMENT FOR MECHANICAL SERVICES** is effective the 21st day of April, 2026, by and between the CITY OF SAN PABLO, a municipal corporation ("City") and ACCO Engineered Systems, Inc. ("Service Provider").

R E C I T A L S

WHEREAS, on March 19, 2024, CITY and Service Provider entered into a Maintenance and Trade Services Agreement for On-Call Mechanical Services in an amount not to exceed \$50,000 per fiscal year over five fiscal years, and a total compensation amount not to exceed \$250,000 ("Agreement"); and

WHEREAS, the parties have agreed to modify the terms of that Agreement related to Section 2, "Compensation," to remove the not-to-exceed amounts per Fiscal Year, but with no change to the total not-to-exceed amount of the Agreement over the five (5) fiscal year term;

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **COMPENSATION.** Section 2 of the Agreement, "Compensation," is amended and restated as follows:

"Compensation. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Service Provider, for services rendered on an on-call basis, a sum not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000)** over five (5) fiscal years, Fiscal Year 2023/24 through Fiscal Year 2027/28, as follows: on a completed deliverables basis.

"Service Provider will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Service Provider, verifying that the invoiced Services have been performed. Service Provider will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal."

[This space intentionally left blank.]

2. All other terms and conditions of the Agreement shall remain in full force and effect.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed _____

Date signed _____

ACCO ENGINEERED SYSTEMS, INC.

By _____
Signature

Date signed _____

(Second signature required if a corporation)

By _____
Signature

Printed name _____

Title _____

Date signed _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed _____