

**FOURTH AMENDMENT TO  
COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO AND HERC RENTALS INC.  
FOR EQUIPMENT RENTAL AND RELATED PRODUCTS AND SERVICES**

This Fourth Amendment to the Cooperative Procurement Contract (Contract) is made and entered into by and between the City of San Diego (City) and Herc Rentals Inc. (Herc) (Contractor) to memorialize changes to the terms of the Cooperative Procurement Contract between the City of San Diego and Herc entered into on June 1, 2019 (Contract). The City and Herc may be referred to individually as "Party" and collectively as "the Parties."

**RECITALS**

1. On May 22, 2018, the City of Charlotte on behalf of U.S. Communities Government Purchasing Alliance (Agency) issued a Request for Proposal (RFP) #269-2018-047 for equipment rental and related products and services.
2. On November 1, 2018 based on the results of the competitive process, Agency entered into a contract with Herc Rentals, Inc. (Herc) entitled "State of North Carolina County of Mecklenburg Contract to Provide Equipment Rentals and Related Products and Services" identified as Contract No. 2019000318, Vendor No. 20941 (Master Agreement); and
3. On February 20, 2019, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.
4. On June 1, 2019, the City and Herc entered into a cooperative procurement contract (Contract) incorporating the terms and conditions of the Master Agreement and attached as Exhibit 1.
5. On February 5, 2020, the First Amendment to the Contract was executed to incorporate updated rental prices effective January 1, 2020 through January 1, 2021.
6. On January 26, 2021, the Second Amendment to the Contract was executed to incorporate updated rental prices effective January 1, 2021 through January 1, 2022.
7. On April 4, 2022, the Third Amendment to the Contract was executed to retroactively incorporate updated rental prices effective January 1, 2022.
8. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.
9. The Parties wish to amend the Contract to increase the amount of compensation by \$4,000,000, for a total not to exceed amount of \$18,325,000.

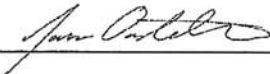
**TERMS**

This Contract Amendment will revise the following terms to the original Contract:


- 1. Article IV, Compensation, of the Contract is revised in its entirety to read as follows:
  - 1. City shall pay Herc for the goods or services provided in accordance with this Contract in an amount not to exceed \$18,325,000. Herc is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Herc increasing this not-to-exceed amount.
  - 2. This Fourth Amendment shall be effective upon execution by the last Party to sign the Agreement, and approval by the City Attorney in accordance with San Diego Charter Section 40.
  - 3. All provisions of the Contract, prior amendments, not addressed in this Fourth Amendment remain in full force and effect.
  - 4. This Contract Amendment may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

IN WITNESS WHEREOF, this First Amendment is executed by the City of San Diego and Herc Rentals Inc. acting by and through their authorized officers.

**Herc Rentals Inc.**

By:   
 Name: Jason Oosterbeek  
 Title: Vice President  
 Date: 12/01/2022

**City of San Diego**

By:   
 Name: Matthew Vespi  
 Title: Chief Financial Officer  
 Date: 1/3/2023

Approved as to form this 5 day of January, 2023.

MARA W. ELLIOTT, City Attorney

By:   
 Deputy City Attorney

Steven Lasfomirsky For Eric Pooch  
 Print Name