AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF SAN MATEO FOR THE PURPOSE OF PROVIDING PERSONNEL SUPPORT TO THE SAN MATEO COUNTY GUN RELINQUISHMENT TASK FORCE

THIS AMENDMENT TO THE AGREEMENT, entered into this 3rd day of December, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SAN MATEO, hereinafter called "Partner";

<u>WITNESSETH</u>:

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 firearm relinquishment and enforcement services on November 21st, 2022; and

WHEREAS, the parties wish to amend the "Agreement" to extend its term through November 20th, 2026, and to make other corresponding revisions to the agreement.

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

1. Section 3 Payments of the Agreement is amended to read in its entirety as follows:

In consideration of the services provided by Partner in accordance with all terms, conditions, and specifications set forth herein and Exhibit A and in the manner described in Exhibit B, the County shall reimburse Partner for all costs of the Officer on annual basis, prorated based on the length of time the Officer is actually assigned to the GRTF, including the cost of the Officer's salary, benefits, overtime, reimbursements, and other necessary costs associated with Partner's performance under this Agreement, but excluding any worker's compensation payments. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) (\$300,000 annually).

2. Section 4 Term and Termination of the Agreement is amended such that section 4.1 is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be November 21, 2022, through November 20, 2026.

3. Original Exhibit B is replaced with Revised Exhibit B (rev. November 20, 2024) which shall read in its entirety as follows:

In consideration of the services provided by Partner described in Exhibit A and subject to the terms of the agreement, the County shall pay Partner based on the following fee schedule and terms:

County shall pay upfront the annual cost of Partner's assigned employee/Officer within 60 days receiving an invoice with a breakdown establishing that cost in a form reasonably deemed acceptable by the County. In the event of termination or any other event that results in Partner not provide a full year's worth of employee's time, Partner will refund to County amounts on a pro rata basis for any period, during which work was not performed.

Partner shall produce monthly invoices to County reflecting any overtime worked by employee on a form deemed acceptable by County. Any overtime must be pre-approved by Partner and pre-authorized by County before it is worked.

The total amount to be paid under this agreement shall not exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000) (\$300,000 annually).

4. All capitalized/defined terms used herein shall have the meanings set forth in the Agreement and all other terms and conditions of the agreement dated November 21st, 2022, between the County and Partner 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 Partner: City of San Mateo Partner Signature Date Partner Name (please print) **For County: COUNTY OF SAN MATEO** Resolution No. 080770 By: President, Board of Supervisors Purchasing Agent Signature (Department Head or Authorized Designee), San Mateo County Date: December 3, 2024

Clerk of Said Board