

**FOURTH AMENDMENT TO AGREEMENT 39000-22-D009
BETWEEN THE COUNTY OF SAN MATEO AND
EXECUSHIELD, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 1st day of October, 2024, by and between the County of San Mateo ("County") and Execushield, Inc. ("Execushield" or "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, on March 22, 2021, the County issued a Request for Proposal (RFP) 1445 for General Security Services and conducted a competitive solicitation; and

WHEREAS, as a result of that RFP process, on or about July 19, 2021, the County and Execushield, the entity which scored highest as a proposer, entered Agreement No. 17810-22-D00080 (the "Master Agreement") by which Execushield agreed to provide mobilization of security services for the County and various of its departments; and

WHEREAS, on September 1, 2021, the County's Parks Department ("County Parks") and Execushield entered into Agreement No. 39000-22-D009 (the "County Parks Agreement") by which Execushield agreed to provide general security services to County Parks at the Coyote Point Marina, for the term of September 1, 2021 through August 30, 2024, in an amount not-to-exceed \$200,000; and

WHEREAS, on or around December 21, 2021, County Parks and Execushield amended the Agreement (the "First Amendment to the County Parks Agreement") to update the Fee Schedule set forth in Exhibit "B" to the County Parks Agreement to reflect calculated variable rates for the "Portion of Account Manager Costs"; and

WHEREAS, on or about June 23, 2022, the County and Execushield entered into a second amendment to the Master Agreement (the "Second Amendment to the Master Agreement"), to extend the term of the Master Agreement and to replace Exhibit "B" to the Master Agreement in order to consolidate costs by location including mobilization costs at the Coyote Point Marina; and

WHEREAS, on or about August 22, 2022, County Parks and Execushield entered into a second amendment to the County Parks Agreement (the "Second Amendment to the County Parks Agreement") to update the Fee Schedule outlined in Exhibit "B" to the County Parks Agreement by removing Mobilization Costs; and

WHEREAS, on or about August 30, 2024, the Parties entered into a third amendment to the County Parks Agreement (the "Third Amendment to the County Parks Agreement"), to extend the term of the County Parks Agreement for two years (through August 30, 2026) and to update the fee schedule for those additional two years; and

WHEREAS, to fund the extended term of the County Parks Agreement provided in the Third Amendment to the County Parks Agreement described above, County Parks and Execushield desire to enter into this Fourth Amendment to the County Parks Agreement to increase the County's maximum fiscal obligation by \$200,000, for a new total amount not-to-exceed \$400,000, with all other terms of the County Parks Agreement remaining unchanged.

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

1. Section 3 (Payments) of the County Parks 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 in this Agreement and in Exhibit A, County shall make payments to the 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 fiscal obligation under this Agreement exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. The second paragraph of Section 3 (Amount and Method of Payment) of Exhibit B to the County Parks Agreement is amended to read as follows:

In any event, the total payment for services of Contractor shall not exceed \$400,000, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

3. **Except as amended, all terms and conditions of the agreement dated September 1, 2021, between County Parks 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: [Execushield, Inc.]

Daniel M. Gonzalez
Contractor Signature

01/23/2025
Date

Daniel M. Gonzalez
Contractor Name (please print)



For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board