

SECOND AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND EXECUSHIELD, INC.

THIS AMENDMENT TO THE AGREEMENT, entered into this May 20, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EXECUSHIELD, INC., hereinafter called "Contractor";

WITNESSETH:

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 security services on December 12, 2024 for a total obligation not to exceed \$200,000; and

WHEREAS, the parties amended the agreement on March 16, 2025 to adjust a rate table in Exhibit B with no change to term or total obligation; and

WHEREAS, the parties wish to further amend the agreement to add \$800,000 for a revised total obligation not to exceed \$1,000,000 with no change to term.

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

1. Section 3 - Payments of the agreement are 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 payment to 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 total fiscal obligation under this agreement exceed ONE MILLION DOLLARS (\$1,000,000). 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. Section 17 - Notices, County Contact are amended to read as follows:

In the case of County, to:

Name/Title: Selina Toy-Less/Director

Address: 500 County Center, Redwood City, CA, 94063

Telephone: (650) 802-5120

Email: SToy-Lee@smcgov.org

3. All other terms and conditions of the agreement dated December 12, 2024 and amendment dated March 16, 2025, between the County 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.

DocuSigned by:

5A55025DA77143E...
Contractor Signature

4/22/2025
Date

Daniel M. Gonzalez
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO


By: Resolution No. 081176
President, Board of Supervisors, San Mateo County

Date: May 20, 2025

ATTEST:


By:
Clerk of Said Board