

**AMENDMENT FOUR TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CML SECURITY**

THIS AMENDMENT FOUR TO THE AGREEMENT, entered into this 19th day of November, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CML Security, 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, on January 27, 2017, County and Contractor entered into an Agreement (County Resolution No. 075317) for the performance of the agreed upon maintenance and service support of equipment within San Mateo County correctional facilities and firearms range; and

WHEREAS, in February 2020, Amendment Two to the Agreement was approved which extended the contract term; increased the contract amount; and incorporated the updated Payments and Rates set forth in Exhibit B; and

WHEREAS, in August 2022, Amendment Three to the Agreement was approved which extended the contract term; increased the contract amount; and incorporated the updated Payments and Rates set forth in Exhibit B; and

WHEREAS, both parties wish to further amend the Agreement to extend the term three months to August 31, 2024; increase the amount of the contract by \$284,527.32; and incorporate the updated Payments and Rates set forth in Exhibit B.

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

1. Section 3, Payments, of the agreement is amended to read as follows:

3. PAYMENTS

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 **EIGHT MILLION TWO HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED NINETY-TWO DOLLARS AND THIRTY-TWO CENTS (\$8,251,292.32)**. 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 4, Term, of the Agreement, is amended to read as follows:

4. TERM

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **JUNE 1, 2017 through AUGUST 31, 2024**.

3. "Exhibit B – Payments & Rates (Revised July 2022)", to the Agreement is hereby deleted in its entirety and

replaced with “Exhibit B – Payments & Rates (Revised August 2024)”, attached hereto and incorporated herein by reference.

4. This Amendment Four is hereby incorporated and made a part of the original Agreement and subject to all provisions therein. All other terms of the original Agreement and prior amendments not in conflict with Amendment Four remain in effect and are incorporated by reference.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CML Security

DocuSigned by:
Cory Solberg
85D4EE63B1D649C...

10/23/2024 | 7:31 AM MDT Cory Solberg

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: 

Resolution No. 080765

President, Board of Supervisors, San Mateo County

Date: November 19, 2024

ATTEST:



By:
Clerk of Said Board

EXHIBIT B
PAYMENTS & RATES
(Revised August 2024)

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

1. AMOUNT AND METHOD OF PAYMENT

A. County will pay Contractor at a **FLAT MONTHLY RATE OF \$94,842.44**.

- 1.) Monthly rate includes the cost of all replacement parts and equipment.
- 2.) Additional services, requested by County, not included in this Agreement, shall be quoted on an as needed basis and shall be subject to itemized billing.
 - a.) Itemized billing shall separate labor, materials, travel, licenses, Incidentals and other related expenses.
 - b.) If County requires or requests service on products not covered under this contract, the hourly rate will be charged to the County. The hourly rates will be negotiated yearly between Contractor and the County.
 - c.) Services proposed by Contractor that are not outlined in this Agreement must be pre-approved by County prior to the commencement of work.

B. Invoicing Procedures.

- 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Contract number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced period

C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed **\$8,251,292.32**. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.