

**AMENDMENT TWO TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND CREATIVE SECURITY COMPANY**

THIS AMENDMENT TWO TO THE AGREEMENT, entered into this 8th day of April, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Creative Security Company, 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 Background Investigation services on July 1, 2023; and

WHEREAS, in July 2024, Amendment One to the Agreement was approved which increased the amount of the agreement; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount.

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

1. Paragraph 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 **Three Hundred Sixty-Eight Thousand Dollars (\$368,000)**. 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. Exhibit B, Section 3 is amended to read as follows:

Exhibit B, Section 3, Payments:

A. County shall pay Contractor, upon receipt and approval of invoices and receipts. Each invoice submitted must include the Agreement number and time period covered.

B. In any event, the total payment for services of Contractor shall not exceed **\$368,000**. 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.

3. All other terms and conditions of the agreement dated July 1, 2023, between the County and Contractor not in conflict with Amendment Two and prior amendments 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: Creative Security Company

Charles H. Wall
Contractor Signature

3/13/2025
Date

Charles H. Wall
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By: Dan J. Conner Resolution No. 081078
President, Board of Supervisors, San Mateo County

Date: April 8, 2025

ATTEST: Phil Gallagher
By:
Clerk of Said Board