

AMENDMENT NUMBER ~~TWO~~THREE
 TO
 CONTRACT NUMBER MA-060-20011202
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 CML SECURITY LLC

This AMENDMENT NUMBER ~~TWO~~THREE to Contract number MA-060-20011202 (hereinafter “AMENDMENT NUMBER ~~TWO~~THREE”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and CML Security LLC, (hereinafter “CONTRACTOR”) with a place of business at 1785 W. 160th Ave., Suite 700, Broomfield, CO 80023, with COUNTY and CONTRACTOR sometimes referred to collectively as “Parties,” is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for the Maintenance, Repairs and Emergency Services for Detention Locks, Sliders, Doors and Hardware on May 20, 2020, for a one (1) year term of May 20, 2020 through and including May 19, 2021, renewable for four (4) additional one year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 27, 2021 for a one year term of May 20, 2021 through and including May 19, 2022 (hereinafter “AMENDMENT NUMBER ONE”); and

WHEREAS, COUNTY ~~desires to renew~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on February 11, 2022 for a one year term of May 20, 2022 through and including May 19, 2023, ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT~~ (hereinafter “AMENDMENT NUMBER TWO”); and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of May 20, 2023 through and including May 19, 2024, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 5/20/20 through and including 5/19/23~~4~~, unless otherwise terminated by COUNTY.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This contract may be renewed by mutual written agreement of both Parties for ~~two~~ ~~one~~ (2) additional one-year term. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

c. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges is amended in part as follows:

Contract shall not exceed \$1,293,000 for the term of 5/20/202~~2~~³ – 5/19/202~~3~~⁴

2. All other terms and conditions in this Contract shall remain unchanged and in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~THREE to Contract Number MA-060-20011202.

*Contractor: CML Security LLC

By: _____ Title: _____
Print Name: _____ Date: _____

*Contractor: CML Security LLC

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

By: _____

Chairman of the Board of Supervisors
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy