

AMENDMENT NUMBER ~~THREE~~ FOUR
TO
CONTRACT NUMBER MA-060-20011098
BETWEEN THE
COUNTY OF ORANGE
AND

ENDEAVOR DNA, INC. DBA PTC LABORATORIES INC.

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract Number MA-060-20011098 (hereinafter "AMENDMENT NUMBER ~~THREE~~ FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Endeavor DNA, Inc. dba PTC Laboratories Inc., (hereinafter "CONTRACTOR") with a place of business at with a place of business at 6955 N. Mesa St., Suite 109, El Paso, TX 79912 ~~300 Portland St., Columbia, MO 65201-6569~~, 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 purchase of Erase Kits on March 24, 2020 as Contract number MA-060-20011098 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of March 24, 2020 through and including March 23, 2022, renewable for three (3) additional one year terms; and

WHEREAS, COUNTY and CONTRACTOR amended Attachment B, Compensation and Pricing Provision of the ORIGINAL CONTRACT on July 10, 2020, to amend the total not to exceed amount per year from \$6,500 to \$13,000 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 8, 2021 for a one (1) year term of March 24, 2022 through and including March 23, 2023 in an amount not to exceed \$13,000; as well as amended ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges in part to add contract term (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and PTC Laboratories Inc. ~~desires to renew~~ed the ORIGINAL CONTRACT on January 6, 2023, for a one (1) year term of March 24, 2023 through and including March 23, 2024 in an amount not to exceed \$13,000 and amended; ~~as well as amend~~ ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges in its entirety due to product price increase ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this AMENDMENT NUMBER THREE~~ (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, PTC Laboratories, Inc. has informed COUNTY that on December 31, 2022 PTC's DNA forensic testing business was acquired by CONTRACTOR, including the preparation and marketing of Erase Kits, and CONTRACTOR also acquired the right to use of the name PTC Laboratories in connection with the Erase business; and

WHEREAS, CONTRACTOR agrees to be bound by all of the terms and conditions of the ORIGINAL CONTRACT, as amended, just as if it had been an original signatory to the agreement and COUNTY consents to the assignment of ORIGINAL CONTRACT from PTC Laboratories Inc. to CONTRACTOR; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of March 24, 2024 through and including March 23, 2025 in an amount not to exceed \$13,000 and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this AMENDMENT NUMBER THREE;

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

1. **ARTICLES**

a. **ASSIGNMENT OF CONTRACT**

Effective on December 31, 2022:

- 1) COUNTY hereby approves the assignment of the ORIGINAL CONTRACT and AMENDMENTS ONE through THREE from PTC Laboratories Inc. to CONTRACTOR.
- 2) CONTRACTOR accepts the assignment of the ORIGINAL CONTRACT and AMENDMENTS ONE through THREE.
- 3) CONTRACTOR agrees to provide all items covered thereunder and assumes the rights, duties, liabilities, and obligations of PTC Laboratories Inc. under the ORIGINAL CONTRACT, and AMENDMENTS ONE through THREE.
- 4) CONTRACTOR accepts and agrees to all terms and conditions of the ORIGINAL CONTRACT, and AMENDMENTS ONE through THREE.
- 5) CONTRACTOR agrees that wherever "PTC Laboratories Inc." appears in the ORIGINAL CONTRACT and AMENDMENTS ONE through THREE, it is hereby replaced with "Endeavor DNA, Inc. dba PTC Laboratories".
- 6) CONTRACTOR agrees to defend and indemnify County from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees, resulting from and related to CONTRACTOR's and PTC Laboratories Inc.'s performance under the ORIGINAL CONTRACT and AMENDMENTS ONE through THREE.

b. 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 3/24/20 through and including 3/23/25~~4~~, unless otherwise terminated by COUNTY.

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

3. Renewal: This Contract may ~~not~~ be renewed ~~by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

~~d. ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part to read as follows:~~

2. ~~Fees and Charges:~~

Pricing

Item	Unit Price
Erase 50	-\$ 550.00
Erase 96 Val	-\$ 444.45
Erase 96	\$ 888.90
Contract shall not exceed \$13,000 for the term of 3/24/23— 3/23/24	

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

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ FOUR to Contract Number MA-060-20011098.

Contractor*: ENDEAVOR DNA, INC. DBA PTC LABORATORIES .~~PTC Laboratories Inc.~~

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: ENDEAVOR DNA, INC. DBA PTC LABORATORIES .~~PTC Laboratories Inc.~~

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: _____

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

By: _____
Deputy