

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-20010085
BETWEEN THE
COUNTY OF ORANGE
AND
STANCIL CORPORATION

This AMENDMENT NUMBER TWO to Contract Number MA-060-20010085 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Stancil Corporation (hereinafter referred to as "CONTRACTOR") with a place of business at 8931 Research Drive, Irvine, CA 92618 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for SLR-Stancil Voice Logging Recorders and NAS Server Maintenance Services on October 9, 2019, for a two (2) year term of October 9, 2019 through and including October 8, 2021, in an amount not to exceed \$17,284 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 14, 2021, for a one (1) year term of October 9, 2021 through and including October 8, 2022 in an amount not to exceed \$9,384; as well as amended ATTACHMENT B, Compensation and Pricing Provisions, Section 3. Pricing in its entirety (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of October 9, 2022 through and including October 8, 2023 in an amount not to exceed \$9,538; as well as amend ATTACHMENT B, Compensation and Pricing Provisions, Section 3. Pricing in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

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 10/9/19 through and including 10/8/23, 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 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.
- c. Attachment B, Compensation and Pricing Provisions, Section 3. Pricing is amended in its entirety to read as follows:

3. Pricing

| Item No | Description | *Annual Price | Extended Price |
|---------|---|---------------|----------------|
| 001 | Maintenance Services (Option 3) | \$7,673.00 | \$7,673.00 |
| 002 | Maintenance Services (SLA-7, 24 x 7 Telephone Support, Software Upgrades, Hardware Replacement and Onsite Services) For Stencil Voice Recorder Equipment (0217-AO16-SLKVZ-8360) | \$1,865.00 | \$1,865.00 |

*Annual Price includes Shipping/Delivery Cost.

Contract shall not exceed \$9,538.00 for the Contract Term of 10/9/22-10/8/23

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.
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IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-18010825.

*Contractor: Stancil Corporation

By: [Signature] Title: Vice President
Print Name: Jody Cluster Date: May 23, 2022

*Contractor: Stancil Corporation

By: [Signature] Title: Secretary
Print Name: Lolita Galang Date: May 23, 2022

**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 [Signature]