

~~ORIGINAL CONTRACT~~ AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-21011833
BETWEEN THE
COUNTY OF ORANGE
AND
OMNI ENTERPRISE, INC.

This ~~ORIGINAL CONTRACT~~ AMENDMENT NUMBER ONE to Contract Number MA-060-21011833 (hereinafter ~~ORIGINAL CONTRACT~~ "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Omni Enterprise, Inc., (hereinafter referred to as "CONTRACTOR") with a place of business at 1420 E. Edinger Ave., Suite 111, Santa Ana, CA 92705 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Janitorial Services on September 14, 2021, for a one (1) year term of September 14, 2021 through and including September 13, 2022, in an amount not to exceed amount of \$709,200, renewable for four (4) additional one year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of September 14, 2022 through and including September 13, 2023 in an amount not to exceed \$709,200 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

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 2 - 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 for one (1) calendar year from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.~~

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/14/21 through and including 9/13/23, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 – Renewal, 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 four (4) additional one (1) year terms. 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.~~

3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. 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 2. Fees and Charges of the ORIGINAL CONTRACT is amended in part to read as follows:

~~C. Contract Shall Not Exceed \$ 709,200.00 for initial One (1) year term~~

~~Any changes in the Contract shall be based on cost analysis information and shall be done by formal Amendment.~~

C. Contract shall not exceed \$709,200 for the Contract term of 9/14/22 through and including 9/13/23.

Any changes in the Contract shall be based on cost analysis information and shall be done by formal Amendment.

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

(Signature page to follow)

IN WITNESS WHERE OF, the Parties have executed this ~~ORIGINAL CONTRACT~~ **AMENDMENT NUMBER ONE** to Contract number MA-060-21011833.

*Contractor: Omni Enterprise, Inc.

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

*Contractor: Omni Enterprise, 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: _____