

AMENDMENT NUMBER ~~TWO~~THREE
TO
CONTRACT MA-060-19010442
BETWEEN THE
COUNTY OF ORANGE
AND
JUGUILON MEDICAL CORPORATION

This AMENDMENT NUMBER ~~TWO~~THREE to Contract Number MA-060-19010442 (hereinafter "AMENDMENT NUMBER ~~TWO~~THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Juguilon Medical Corporation, (hereinafter referred to as "CONTRACTOR") with a place of business at 19241 Redford Ln., Huntington Beach, CA 92648 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Forensic Pathology Autopsy Services on December 18, 2018, for a two (2) year term of February 1, 2019 through and including January 31, 2021, in an amount not to exceed \$5,300,000 renewable for eight (8) additional one-year terms (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on January 12, 2021, for a one (1) year term of February 1, 2021 through and including January 31, 2022, in an amount not to exceed \$2,900,000 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on August 24, 2021, for a one year term of February 1, 2022 through and including January 31, 2023 as well as amended ATTACHMENT B, Compensation and Pricing Provisions to increase the Contract by \$87,000 for a new Contract not to exceed amount of \$2,987,000 ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT~~ (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of February 1, 2023 through and including January 31, 2024 as well as amend ATTACHMENT B, Compensation and Pricing Provisions to increase the Contract not to exceed amount of \$2,987,000 by \$445,000 to hire an additional forensic pathologist and provide a cost of living adjustment for the six (6) current staff physicians, for a new Contract not to exceed amount of \$3,432,000 and the CONTRACTOR has agreed to continue to provide those 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. 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 in effect from 2/1/20~~18~~19 through and including 1/31/20~~23~~24, 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. This Contract may be renewed for ~~six (6)~~ five (5) additional one (1) year terms upon mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew. Renewal period 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:
 2. Fees and Changes: Contract will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

~~Annual~~ Contract shall not exceed ~~is \$2,987,000~~ \$3,432,000 for the term of February 1, 20~~22~~23 through and including January 31, 20~~23~~24
2. All other terms and conditions in this contract shall remain unchanged and with full force and effect.

- Signature Page Follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-19010442.

*Contractor: Juguilon Medical Corporation

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

*Contractor: Juguilon Medical Corporation

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