



AMENDMENT #1
TO
CONTRACT MA-027-21010762
BETWEEN
ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
TEAM LEGAL, INC. FOR LEGAL PROCESS SERVICES



This **AMENDMENT** Number One (1) (hereinafter “Amendment”) to Contract MA-027-21010762 is made and entered into upon execution of all necessary signatures between Team Legal, Inc. with a place of business at 25876 The Old Rd, Suite 314, Valencia, CA 91381-1711, (hereinafter “Contractor”) and the County of Orange (hereinafter “County”), which are sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

RECITALS

WHEREAS, Parties executed Contract MA-027-21010762 for provision of legal process services to Team Legal, Inc., commencing on February 1, 2021 through and including January 31, 2024 with a monetary limit of \$1,125,000.00 and Two (2) One (1) year renewal terms; and

WHEREAS, County and Contractor desire to renew Contract for an additional One (1) year term, commencing on February 1, 2024, through and including January 31, 2025, with an annual monetary limit not to exceed amount of \$375,000.00; for a cumulative contract amount that does not exceed \$1,500,000.00; and

WHEREAS, Contractor has requested and County has agreed to increase the rates for the services provided under this Contract (as reflected in Attachment B), said increased rates are premised on the following factors: competitive rates and increase in fuel costs; and

NOW, THEREFORE, in consideration of the mutual obligation set forth herein, both County and Contractor mutually agree to amend the Contract as follows:

ARTICLES

I. Additional Terms and Conditions:

The following provisions are amended, in their entirety, to read as follows:

1. **Term:** This Contract shall commence on February 1, 2024, and continue through and including January 31, 2025, unless otherwise terminated by the County.
2. **Renewals:** This Contract may be renewed up to one (1) additional one-year period, upon County of Orange Board of Supervisors approval and upon written agreement of both parties. County does not have to give a reason if it elects not to renew.

II. Attachment B – Payment/Compensation, as amended, replaces in its entirety the Payment/Compensation attached to the original contract. Amends the contract language in the original Contract, to reflect the new cumulative monetary limit and increased rates; the annual not to exceed amount remains \$375,000.00. Contract total for four years shall not exceed \$1,500,000.00.

III. Except as amended herein, all terms and conditions, articles, paragraphs, obligations, and responsibilities, including those terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and remain in full force.

-----Signature Page Follows -----

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

TEAM LEGAL, INC.*

* If the contracting party is a corporation, (2) two signatures are required: one (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 signee to bind the corporation.

Vincent Batza	President
_____	_____
Print Name	Title
DocuSigned by: <i>Vincent Batza</i>	11/07/2023
_____	_____
Signature	Date

Michelle Batza	11/7/23
_____	_____
Print Name	Title
DocuSigned by: <i>[Signature]</i>	11/07/2023
_____	_____
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

_____	Deputy Purchasing Agent
_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM:

Office of County Counsel
County of Orange, California

By <i>Wendy Phillips</i>	wendy phillips

Deputy	

Date 11/07/2023

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Legal Process Services as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C – Amendment and Article N - Changes of the County Contract Terms and Conditions.**

Contract cumulative amount shall not exceed: \$1,500,000.00

2. **Fees and Charges:** County shall pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Legal Process Service (Documents with a court hearing date as further defined in the Model Contract, Scope of Work, Section IV)	Successful Service (Personal Serve/Substituted Service)	Unsuccessful Service (Bad Address or unable to locate or sub-serve individual)	Locate Services (In field locate to verify a bad address)	E-Filing (If rate is different)
In Orange County	\$50.00	\$50.00	\$22.50	\$(same)
Four Surrounding Counties of Los Angeles, Riverside, San Diego, and San Bernardino	\$50.00**	\$50.00**	\$22.50	\$(same)
Outside Orange and Surrounding Counties	\$ 75.00**	\$ 75.00**	\$25.00	\$(same)
B. Non - Legal Process Service	Successful Service (Personal Serve/Substituted Service)	Unsuccessful Service (Bad Address or unable to locate or sub-serve individual)	Locate Services (In field locate to verify a bad address)	E-Filing (If rate is different)
In Orange County	\$50.00	\$50.00	\$22.50	\$(same)
Surrounding counties of Los Angeles, Riverside, San Diego, and San Bernardino	\$50.00**	\$50.00**	\$22.50	\$(same)
Any California counties not listed above (excluding Orange and Surrounding)	\$ 75.00**	\$ 75.00**	\$25.00	\$(same)
Prisons regardless of state located and Out of State serves	\$120.00**	\$120.00**	\$50.00	\$(same)

**Rural/Remote fees may apply to rural/remote service locations, both within California and Nationwide. The rural fees WILL NOT be charged without prior written consent/authorization from the requesting County of Orange DCSS staff member. Rural service fees will range from \$25 to \$175 depending on the remote nature of the service address.

<input type="checkbox"/>	<u>INTERNATIONAL:</u> Hague Convention Countries \$ Per quote basis
<input type="checkbox"/>	<u>INTERNATIONAL:</u> Non-Member Countries \$ Per quote basis
<input type="checkbox"/>	<u>INVESTIGATIVE SERVICES:</u> Contractor may be required to investigate certain cases that may include but not limited to stake outs, infield locate services, and surveillance. For those instances County shall compensate Contractor on an hourly rate. Contractor shall obtain prior approval from County prior to providing Investigative Services. <u>\$60.00/hr.</u>
<input type="checkbox"/>	<u>MULTIPLE DEFENDANTS / ADULT – GUARDIAN – MINOR:</u> County provides Contractor with documents to serve more than one person at the same address. \$ regular rates/serve
<input type="checkbox"/>	<u>MULTIPLE DOCUMENTS:</u> County provides multiple documents to be served on the same Defendant. Rate proposed here is for multiple documents that are served on the same date, same time and same location by the same process server. <u>\$0.00</u>
<input type="checkbox"/>	<u>SERVICE CANCELLATION:</u> If applicable, provide cost if County cancels service of process prior to Contractor making first attempt at service. <u>\$0.00</u>
<input type="checkbox"/>	<u>SERVICE CANCELLATION:</u> County cancels service of process and if one or more attempts at service have been made at time of cancellation. \$ regular rates
<input type="checkbox"/>	<u>SPECIAL HANDLING:</u> Contractor is required in writing to perform specific/special task to effect service that would not ordinarily occur in the normal serving of process. (i.e., County requests that service be affected on a certain day at a certain time.) Copy of written request to be submitted with documents to County. <u>\$30.00</u>
<input type="checkbox"/>	<u>WAIT TIME SERVICE:</u> County requests through prior written instructions or approval a specific wait time prior to service. A fee, if charged, would be a one-time additional fee and not an hourly rate. Wait time, if necessary, must be documented in the field notes and submitted with copy of written approval attached to documents submitted to County. <u>\$60.00</u>

3. **Price Increase/Decreases:** No price increases shall be permitted during the first year period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments shall be considered. All price decreases shall automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take

any other action it deems appropriate, as it sees fit. The net dollar amount of profit shall remain firm during the period of the Contract. Adjustments increasing the Contractor's profit shall not be allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the first year of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor shall be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment shall be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor shall provide an invoice on the Contractor's letterhead for services rendered. For each service rendered, the Contractor will send a proof of service along with the associated invoice. The Contractor will also send a summary sheet of all the proofs/invoices submitted for that submission period. Each invoice shall have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Contractor's Taxpayer ID Number
4. Name of County agency/Department
5. Delivery/service address
6. Master Agreement# - MA-027-21010762
7. Agency/Department's Account Number
8. Date of Invoice
9. Product/service description, quantity, and prices
10. Sales tax, if applicable
11. Each individual service completed
 - a) Each service listed on the invoice shall include the following information:
 1. Case Number/Name of Person Served
 2. Date Person Served
 3. Description of Service & Cost of Service in accordance to County Pricing Schedule
 4. Total

Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange
C/O Department of Child Support Services
P.O. Box 22099
Santa Ana, CA 92702
Attn: Accounts Payable
Email: CSS-AccountsPayable@css.ocgov.com

9. **Payment Electronic Funds Transfer (EFT):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the contract. Upon completion of the form, please mail, fax or email to the address of phone listed on the form.

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