

AMENDMENT NUMBER ONE  
TO  
CONTRACT MA-060-18011443  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
ANSI NATIONAL ACCREDITATION BOARD, LLC (FORMERLY KNOWN AS ANSI-ASQ  
NATIONAL ACCREDITATION BOARD, LLC)

This AMENDMENT NUMBER ONE to Contract number MA-060-18011443 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY") and ANSI National Accreditation Board, LLC (hereinafter "CONTRACTOR") with a place of business at 330 East Kilbourn Ave., Suite 925 Milwaukee, WI 53202 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Annual Crime Lab Accreditation Services on March 26, 2018, as Contract Number MA-060-18011443 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of March 26, 2018 through and including March 25, 2020, renewable for three (3) additional, one year terms; and

WHEREAS, CONTRACTOR informs COUNTY that shares in CONTRACTOR were sold from one parent company, American Society for Quality ("ASQ"), to the other parent company, American National Standards Institute ("ANSI"), and CONTRACTOR was renamed ANSI National Accreditation Board LLC, and was relocated; and

WHEREAS, the transfer and change in ownership will have no impact on the terms of the ORIGINAL CONTRACT, as amended, and CONTRACTOR agrees to continue to be bound by all of the terms and conditions of the ORIGINAL CONTRACT, as amended; and

WHEREAS, COUNTY desires to retroactively renew the ORIGINAL CONTRACT for a two-year term of March 26, 2020 through and including March 25, 2022, in an amount not to exceed \$71,650, as well as amend CONTRACTOR'S name to ANSI National Accreditation Board LLC; and

WHEREAS, COUNTY desires to amend Paragraph Q., Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in article Q herein; and the CONTRACTOR has agreed 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. Name Change/Ownership Change:

1. COUNTY hereby recognizes that CONTRACTOR now has one parent company, American National Standards Institute (“ANSI”), after it obtained all shares from CONTRACTOR’S other parent company, American Society for Quality (“ASQ”).
  2. COUNTY hereby recognizes that ANSI-ASQ National Accreditation Board, LLC changed its name to ANSI National Accreditation Board, LLC.
  3. CONTRACTOR agrees to provide all services covered under the ORIGINAL CONTRACT, as amended; to assume the rights, duties and obligations under the ORIGINAL CONTRACT, as amended; and to accept and agree to all terms and conditions of the ORIGINAL CONTRACT, as amended.
  4. The Parties agree that wherever “ANSI-ASQ National Accreditation Board, LLC” appears in the ORIGINAL CONTRACT, as amended, it is hereby replaced with “ANSI National Accreditation Board, LLC.”
- b. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:
2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and shall be effective from 3/26/2018 through and including 3/25/2022, unless otherwise terminated by COUNTY.
- c. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:
- This Contract is non-renewable.
- d. General Terms and Conditions, Paragraph Q, Change of Ownership of the ORIGINAL CONTRACT is amended in its entirety as follows:
- Q. Change of Ownership, Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to

provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

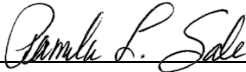
2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page Follows)

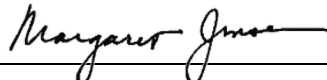
**Signature page**

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER ONE to Contract Number MA-060-18011443.

**\*Contractor: ANSI NATIONAL ACCREDITATION BOARD, LLC**

By:  Title: Vice President, Forensics  
Print Name: Pamela L. Sale Date: 12/10/2020

**\*Contractor: ANSI NATIONAL ACCREDITATION BOARD, LLC**

By:  Title: Senior Vice President CFO  
Print Name: Margaret Jensen Date: 12/10/2020

*\*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 as to Form  
Office of the County Counsel  
Orange County, California

By:   
Deputy