

AMENDMENT NO. 3 (RENEWAL)
FOR
SCANNING, INDEXING, REDACTION AND IMAGING SERVICES

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Matrix Imaging Products, Inc., with a place of business at 8 Rancho Circle, Lake Forest, CA 92610, (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as ("Party") or collectively referred to as ("Parties").

RECITALS

WHEREAS, County of Orange, County Procurement Office, (hereinafter referred to as "CPO") has issued a Regional Cooperative Agreement RCA-017-17010009, for Scanning, Indexing, Redaction and Imaging Services (hereinafter referred to as "RCA"), now in effect; and,

WHEREAS, County and Contractor entered into Subordinate Contract MA-080-17011475, (hereinafter referred to as "Contract"), per the terms and conditions of the RCA, effective May 7, 2017, through May 6, 2018, in aggregate over County's contracts with Contractor, HOV Services, Inc., and Doculynx Operations, LLC, which in aggregate shall not exceed the amount of \$200,000; and

WHEREAS, County and Contractor amended the Contract to extend the services effective May 7, 2018 to June 30, 2018 with no monetary increases and,

WHEREAS, County and Contractor renewed Contract for one (1) additional year, effective July 1, 2018 through June 30, 2019, in the aggregate amount not to exceed \$300,000; and,

WHEREAS, both Parties now desire renew the Contract for one additional year, effective July 1, 2019 through June 30, 2020, and adjust the maximum amount payable under the Contract to \$215,000 and update Article 5, "Notices"; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Contract shall be renewed for a period of one (1) year from the effective date, and the maximum aggregate amount payable thereunder shall not exceed \$215,000.
2. Article 5, "**Notices**" is hereby updated to read as follows:

Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: OC Public Works/Administrative Services
Attn: Larry Stansifer
300 N. Flower St.
Santa Ana, CA 92703
Phone: 714.667.3286
Email: Larry.Stansifer@ocpw.ocgov.com

County: OC Public Works/OC Development Services
Attn: Joanna Chang
300 N. Flower St.
Santa Ana, CA 92703
Phone: 714.667.8815
Email: joanna.chang@ocpw.ocgov.com

County: OC Public Works/OC Survey
Attn: Maria Abrogar
300 N. Flower St
Santa Ana, CA 92703
Phone: 714.967.0815
Email: maria.abrogar@ocpw.ocgov.com

County: OC Public Works/OC Flood
Attn: Michele Bartholomew
2301 N. Glassell St.
Orange, CA 92865
Phone: 714.955.0634
Email: michele.bartholomew@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Carlos Corona
300 N. Flower St, Room 838
Santa Ana, CA 92703
Phone: 714.667.9694
Email: carlos.corona@ocpw.ocgov.com

Contractor: Matrix Imaging Products, Inc.
Attn: Edward Berkowitz
8 Rancho Circle
Lake Forest, CA 92360
Phone: 714.556.5600 x807
Fax 714.513.2376
Email: ed.berkowitz@matriximaginginc.com

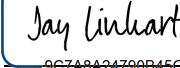
3. All other terms and conditions contained in this Contract shall remain unchanged and with full force and effect.

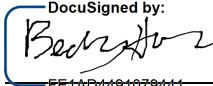
County of Orange, OC Public Works
Matrix Imaging Products, Inc.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

MATRIX IMAGING PRODUCTS, INC.,*

a state of California Corporation

By: 
9C7A8A24790B45C...
 Print Name: Jay Linhart
 Title: President
 Corporate Officer
 Date: 3/13/2019


DocuSigned by:

FE1AD4491079441...
 By: Becky Horn
 Print Name: Secretary
 Title: Corporate Officer
 Date: 3/14/2019

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

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

APPROVED AS TO FORM:

County Counsel

By: 
3B7C08FE3BD64E0... Justin Graham
 Deputy
 Date: 3/14/2019

* 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 signator to bind the corporation.