

CONTRACT MA-080-17011475
FOR
SCANNING, INDEXING, REDACTION AND IMAGING SERVICES

THIS Contract, MA-080-17011475, to provide Scanning, Indexing, Redaction and Imaging Services, hereinafter referred to as ("Contract") 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 DocuLynx, Inc. (hereinafter referred to as "Contractor"), with a place of business at 6916 N 97th Circle, Omaha NE 68122-3037 (~~hereinafter referred to as "Contractor"~~), with County and Contractor sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

Amendment #2
Revised

RECITALS

WHEREAS, County desires to enter into a Contract for a Scanning, Indexing, Redaction and Imaging Services; and,

WHEREAS, the County of Orange, County Executive Office has issued Regional Cooperative Agreement RCA-017-17010006 (hereinafter referred to as "RCA"), now in effect; and,

WHEREAS, Contractor has represented that it is qualified to provide the requested scope of products and services to the County; and,

WHEREAS, Contractor agrees to provide a Scanning, Indexing, Redaction and Imaging Services to the County in accordance with the terms, conditions, and pricing of the Master Contract, incorporated herein by this reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the Master NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Services:** This Contract specifies the contractual terms and conditions by which the Contractor will provide Scanning, Indexing, Redaction and Imaging Services in accordance with RCA Contract RCA-017-17010006 under a usage Contract.
2. **Term:** ~~Contract shall be effective upon approval by the Orange County Board of Supervisors or on May 7, 2017 upon the execution of all necessary signatures, whichever occurs later and shall continue for one year from the effective date unless otherwise terminated as provided herein. This Contract may be extended or renewed in accordance with the RCA. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval~~

Amendment #1 (Extend Services)

Contract shall be extended effective May 7, 2018 through June 30, 2018.

Amendment #2 (Contract Renewal)

Contract shall be effective upon approval by the Orange County Board of Supervisors or upon execution of all necessary signatures, whichever occurs later, and shall continue for one year from the effective date unless otherwise terminated as provided herein. This Contract may be extended or renewed in accordance with the RCA. County is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require County Board of Supervisors approval.

3. **Compensation:** Contractor agrees to provide Scanning, Indexing, Redaction and Imaging Services as set forth in Attachment A at the fixed rates specified in the RCA.
4. **Aggregate Contract:** This is an aggregate Contract between three Contractors with a Total Aggregate Contract to be split by the three Contractors that shall not exceed ~~\$200,000.~~\$300,000.
5. **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.

Amendment #2
Increase
Contract

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](mailto: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 Infrastructure Programs
Attn: Fiona Man
300 N Flower St.
Santa Ana, CA 92703
Phone: 714.647.3953
Email: fiona.man@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: Roy Aragon
300 N Flower St, Room 838
Santa Ana CA 92703
Phone: 714.667.9747
Email: roy.aragon@ocpw.ocgov.com

Contractor: DocuLynx, Inc.
Attn: Diane Kipp
10107 Carroll Canyon Road
San Diego, CA 92131-1109
Phone: 714.580.6728
Email: diane.kipp@doculynx.com

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following the signature.

DocuLynx, Inc. * a State of Nebraska Corporation

By Karl Schuster
Print Name Karl Schuster
Title SVP Finance
Corporation Officer
Date 3/20/2017

By Karl Schuster
Print Name Karl Schuster
Title CFO
Corporate Officer
Date 3/20/2017

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

By Roy Aragon
Print Name Roy Aragon
Title Deputy Purchasing Agent
Date 5/4/17

APPROVED AS TO FORM:

County Counsel

By WSO
Deputy
Date 3.20.17

* 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