



**AMENDMENT NUMBER ~~THREE~~FOUR**  
**TO CONTRACT NUMBER MA-017-15010253**  
**BETWEEN**  
**COUNTY OF ORANGE/COUNTY EXECUTIVE OFFICE**  
**AND**  
**PLATINUM ADVISORS, LLC**  
**FOR SACRAMENTO LEGISLATIVE ADVOCACY SERVICES**

This Amendment, hereinafter referred to as “Amendment Number ~~Three~~Four”, is made and entered into upon execution of all necessary signatures between the County of Orange, County Executive Office, Legislative Affairs, a political subdivision of the State of California, hereinafter referred to as “County”, and Platinum Advisors, LLC with a place of business at 1215 K. Street, Suite 1150, Sacramento, CA 95814-3955, hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

**RECITALS**

**WHEREAS**, the Parties entered into Agreement Number MA-017-15010253 (hereinafter “Original Contract”) for Sacramento Legislative Advocacy Services for the County of Orange, commencing on October 1, 2014 through and including September 30, 2016; and

**WHEREAS**, the Parties executed Amendment One; renewing Contract effective October 1, 2016 through September 30, 2017; and

**WHEREAS**, the Parties executed Amendment Two; renewing Contract effective October 1, 2017 through September 30, 2018; and

WHEREAS, the Parties are desirous to amend Contract to extend; and

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

~~1. Section 2 of Additional Terms and Conditions, “Term of Contract is amended, shall be amended in its entirety to read as follows: to extend contract for an additional month, through and including October 31, 2019.~~

~~2. Term of Contract: This Contract shall commence on October 01, 2018, and continue for one (1) calendar year from that date, through and including September 30, 2018, unless otherwise terminated by County. Contract threshold amount is increased by \$23,000 (~~

~~1. Attachment B) for a new not to exceed amount of \$299,000.~~

~~2. General Terms and Conditions entitled, Paragraph “S” “Change of Ownership”, shall be deleted in its entirety and replaced with the following:~~

**S. Change of Ownership/Name, Litigation Status, Conflicts 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 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.

3. Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract including its amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

---SIGNATURE PAGE TO FOLLOW---

