

AMENDMENT NUMBER ~~FOUR~~ FIVE  
TO  
CONTRACT MA-060-14011843  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
PEPPERDINE UNIVERSITY

This AMENDMENT NUMBER ~~FOUR~~ FIVE to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER ~~FOUR~~ FIVE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Pepperdine University (hereinafter "CONTRACTOR") with a place of business at 18111 Von Karman Avenue, Suite 209, Irvine, CA 92618 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE"), as Contract Number MA-060-15011748, on April 29, 2015 for a one (1) year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO"), as Contract Number MA-060-16011749, on June 28, 2016 for a one (1) year term of July 1, 2016 through and including June 30, 2017;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER THREE"), as Contract Number MA-060-17011637, on June 6, 2017 for a one (1) year term of July 1, 2017 through and including June 30, 2018;

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on May 8, 2018, as Contract Number MA-060-18011370 for a one (1) year term of July 1, 2018 through and including June 30, 2019 ~~and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, COUNTY desires to extend the ORIGINAL CONTRACT term from June 30, 2019 to June 30, 2020, as well as increase the not to exceed amount by \$350,705 for a revised not to exceed amount of \$701,410 for the term of July 1, 2018 through and including June 30, 2020, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

WHEREAS, COUNTY desires to amend Paragraph S., 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 Paragraph S herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ORIGINAL CONTRACT, Section 2, Term of Contract, is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/~~1920~~, unless otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. The period of 7/1/16 through and including 6/30/17 shall be known as Contract Number MA-060-16011749. The period of 7/1/17 through and including 6/30/18 shall be known as Contract Number MA-060-17011637. The period of 7/1/18 through and including 6/30/~~1920~~ shall be known as Contract Number MA-060-18011370. This Contract may not be renewed.

- b. General Terms and Conditions, Paragraph S, Change of Ownership is amended in its entirety as follows:

S. 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.

- c. Attachment B, Compensation of the ORIGINAL CONTRACT is amended in part as follows:

Contract shall not exceed: \$701,410 for the term of July 1, 2018 through and including June 30, 2020

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-15011748) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16011749) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-17011637) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of the AMENDMENT NUMBER FOUR (Contract Number MA-060-18011370) is attached hereto as Exhibit E and incorporated by this reference.
7. All other provision of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, ~~and~~ AMENDMENT NUMBER THREE ~~and~~ AMENDMENT NUMBER FOUR, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~FOUR~~FIVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 201~~8~~<sup>9</sup> are thereby extended to June 30, 201~~9~~<sup>20</sup>.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~FOUR~~FIVE to Contract MA-060-14011843.

Contractor\*: Pepperdine University

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor\*: Pepperdine University

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*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 by the Board of Supervisors: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

by \_\_\_\_\_  
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-14011843)

**EXHIBIT B**

**AMENDMENT NUMBER ONE (Contract Number MA-060-15011748)**

## EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-16011749)

## EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-17011637)



**EXHIBIT E**

**AMENDMENT NUMBER FOUR (Contract Number MA-060-18011370)**