



AMENDMENT TO CONTRACT MA-063-17010694
~~FOR THE SECOND~~ TO RENEW FOR A THIRD TERM AS MA-063-~~18010032~~19011919
WITH
OMNI ~~ENTERPRISE~~ENTERPRISES, INC. ~~DBA OMNICLEAN~~

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and Omni Enterprise, Inc. DBA Omniclean, with a place of business at ~~3040~~1420 E. ~~Mayfair~~Edinger Ave., ~~Suite 1, Orange~~Ste. 225, Santa Ana, CA ~~92867~~92705 (referred to as "Contractor"), for Janitorial and Day Porter Services at the Orangewood Children's Home. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

WHEREAS, the County and Contractor entered into Contract MA-063-17010694 (referred to as "Contract"), in the amount of \$86,000, effective October 18, 2016 through February 17, 2017 per County of Orange terms and conditions on IFB 063-C008826-ey; and

WHEREAS, both Parties agreed to issue Amendment ~~#4~~Number One to add the Debarment Clause in the Contract, extend the term for eight (8) months effective through October 17, 2017, increase the amount by \$172,000 for a total amount not to exceed \$258,000, with two additional two-year renewal terms based on Contractor's performance, a written agreement of both Parties and County of Orange Board of Supervisor's approval; and

WHEREAS, both Parties ~~agree to amend the Contract to renew for one (1) additional two-year term; and agreed to renew the~~NOW THEREFORE, the Parties agree as follows:

~~4. Renew~~ Contract MA-063-17010694 for a second term effective October 18, 2017 through October 17, 2019 as MA-063-18010032 for an amount not to exceed \$516,000 and; to change Contractor's business address to 1420 E. Edinger Ave., Ste. 225, Santa Ana, CA 92705; and

WHEREAS, both Parties agree to amend the Contract to renew for a third one-year term; and

NOW THEREFORE, the Parties agree as follows:

1. Renew Contract MA-063-18010032 for a third one-year term effective October 18, 2019 through October 17, 2020 as MA-063-19011919 for a new not to exceed amount of \$283,800.
2. Replace Section IV, Paragraph C. "Payment Schedule" with the table below:

Fixed Monthly Fees

1.	Janitorial Services	\$14,060
2.	Day Porter Services	\$ 6,280
3.	Waxer/Carpet Cleaner	\$ 2,180
4.	Paper Supplies	\$ 970
5.	Chemical Supplies	\$ 160
Total Monthly Cost		\$23,650

3. Replace Section II, Paragraph S on the General Terms and Conditions with:

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 address to 1420 E. Edinger Ave., Ste 225, Santa Ana, CA 92705 prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other 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.



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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.

2- 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.

All terms and conditions, amendments/modifications of the initial Contract are hereby incorporated by this reference into the renewed Contract MA-063-~~18010032~~19011919. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

OMNI ~~ENTERPRISE~~ENTERPRISES, INC. ~~DBA OMNICLEAN~~**

By _____	By _____
Print _____	Print _____
Name _____	Name _____
Title _____	Title _____
Corporate Officer	Corporate Officer
Date _____	Date _____

*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. 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.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	Date _____
Print _____	Title _____
Name _____	

COUNTY OF ORANGE
COUNTY COUNSEL
Approved as to Form:

By _____ Date _____
Deputy County Counsel