

AMENDMENT NUMBER ~~THREE~~ FOUR
TO
CONTRACT MA-060-15010983
BETWEEN THE
COUNTY OF ORANGE
AND
STANCIL CORPORATION

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-15010983 (hereinafter "AMENDMENT NUMBER ~~THREE~~ FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Stancil Corporation (hereinafter "CONTRACTOR") with a business address of 2644 South Croddy Way, Santa Ana, CA 92704-5238, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for SLR-Stancil Voice Logging Recorders and NAS Server Maintenance Services on November 24, 2014, as Contract Number MA-060-15010983 (hereinafter "ORIGINAL CONTRACT"), for a one-year term of December 1, 2014 through and including November 30, 2015, renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 10, 2015, as Contract Number MA-060-16010749 (hereinafter "AMENDMENT NUMBER ONE"), for a one-year term of December 1, 2015 through and including November 30, 2016; (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 22, 2016, as Contract Number MA-060-17010460 (hereinafter "AMENDMENT NUMBER TWO"), for a one-year term of December 1, 2016 through and including November 30, 2017; (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR desires to renew the ORIGINAL CONTRACT on October 31, 2017, as Contract Number MA-060-18010446, for a one-year term of December 1, 2017 through and including November 30, 2018, ~~and the CONTRACTOR has agreed to provide those items/services at the rates set forth in ORIGINAL CONTRACT;~~ (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-19010341, for a one-year term of December 1, 2018 through and including November 30, 2019; amend Attachment A, Scope of Work/Pricing of the ORIGINAL CONTRACT to add Harbor Patrol as an additional location and increase the annual not to exceed amount by \$1,478 for a new not to exceed amount of \$22,562; amend Paragraph S, Change of Ownership of the ORIGINAL CONTRACT in its entirety; and the CONTRACTOR has agreed to provide those items/services at the rates set forth in the ORIGINAL CONTRACT;

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

1. **ARTICLES**

a. ~~Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:~~

~~1. **Term of Contract:**~~

~~This Contract shall commence upon execution of all necessary signatures and shall be effective from 12/1/14 through and including 11/30/18, unless otherwise terminated by COUNTY. The period of 12/1/14 through and including 11/30/15 shall be known as Contract number MA-060-15010983. The period of 12/1/15 through and including 11/30/16 shall be known as Contract Number MA-060-16010749. The period of 12/1/16 through and including 11/30/17 shall be known as Contract Number MA-060-17010460. The period of 12/1/17 through and including 11/30/18 shall be known as Contract Number MA-060-18010446. Contract may be renewed for one (1) additional, one (1) year term upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.~~

a. Attachment A, Scope of Work/Pricing, Section III. Service Location of the ORIGINAL CONTRACT is amended in part to add a second service Location:

County Of Orange

Sheriff's Coroner Department – Harbor Patrol

1901 Bayside Drive

Corona Del Mar, CA 92625

Att: Gregory Kibby

b. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL 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 shall be effective from 12/1/14 through and including 11/30/18, unless otherwise terminated by COUNTY. The period of 12/1/14 through and including 11/30/15 shall be known as Contract number MA-060-15010983. The period of 12/1/15 through and including 11/30/16 shall be known as Contract Number MA-060-16010749. The period of 12/1/16 through and including 11/30/17 shall be known as Contract Number MA-060-17010460. The period of 12/1/17 through and including 11/30/18 shall be known as Contract Number MA-060-18010446. The period of 12/1/18 through and

including 11/30/19 shall be known as Contract Number MA-060-19010341.
Contract is non-renewable.

- c. 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.

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.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15010983) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-16010749) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-17010460) is attached hereto as Exhibit C and incorporated by this reference.

5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060- 18010446) is attached hereto as Exhibit D and incorporated by this reference.

5.6. All other provisions of the ORIGINAL CONTRACT, and AMENDMENT NUMBER S ONE and through AMENDMENT NUMBER TWO-THREE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE FOUR, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on November 30, 2017-2018 are hereby extended to November 30, 2018 2019.

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IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~THREE~~
FOUR to Contract number MA-060-15010983.

***Contractor: Stancil Corporation**

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor: Stancil Corporation**

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, President, or any Vice President; and (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-060-15010983)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16010749)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-17010460)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060- 18010446)