

AMENDMENT NUMBER ~~THREE~~ FOUR
 TO
 CONTRACT MA-060-15010201
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 PRADO FAMILY SHOOTING RANGE

This AMENDMENT NUMBER ~~THREE-FOUR~~ to Contract number MA-060-15010201 (hereinafter "AMENDMENT NUMBER ~~THREE, FOUR~~") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Prado Family Shooting Range (hereinafter "CONTRACTOR") with a place of business at 17501 Pomona Rincon Road, Chino, CA 91708, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Shooting Range Usage on January 31, 2015 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of January 31, 2015 through and including January 30, 2016, renewable for four (4) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on December 7, 2015, as Contract number MA-060-16011053 (hereinafter "AMENDMENT NUMBER ONE"), for a period of January 31, 2016 through and including January 30, 2017 with a not to exceed amount of \$15,500.00; (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on December 12, 2016, as Contract number MA-060-17011021, for a one (1) year term of January 31, 2017 through and including January 30, 2018 with a not to exceed amount of \$15,500.00; (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY and CONTRACTOR desires to renew the ORIGINAL CONTRACT, as Contract number MA-060-18011162, for a one (1) year term of January 31, 2018 through and including January 30, 2019 with a not to exceed amount of \$15,500.00 ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~ (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to increase the ORIGINAL CONTRACT not to exceed amount by \$4,650 for a new not to exceed amount of \$20,150 on Contract number MA-060-18011162 for the period of January 31, 2018 through and including January 30, 2019; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract number MA-060-19010166, for a one (1) year term of January 31, 2019 through and

including January 30, 2020 with a not to exceed amount of \$20,150; 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 herein, and 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. Attachment A – Scope of Work/Pricing, of the ORIGINAL CONTRACT, as Contract number MA-060-18011162 for the period of January 31,2018 through and including January 30, 2019, is amended in part as follows:

Contract shall not exceed per Contract year term: \$ 20,150

- b. Attachment A – Scope of Work/Pricing, of the ORIGINAL CONTRACT, as Contract number MA-060-19010166 for the period of January 31, 2019 through and including January 30, 2020, is amended in its entirety as follows:

1. Contractor shall provide Shooting Range Usage to County as more fully detailed below:

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Cost</u>
-			-
	<u>Contractor shall provide usage of shooting range facility to County. County may take as many students up to twenty-five (25). County's instructors have been to Patrol Rifle Instructor, Pistol Instructor and Active Shooter Instructor Schools.</u>		-
<u>1</u>	<u>Full Day Facility Usage Fees:</u>	<u>1 day</u>	<u>\$ 350.00</u>
<u>2</u>	<u>Half Day Facility Usage Fees:</u>	<u>½ day</u>	<u>\$ 250.00</u>
<u>3</u>	<u>Additional Shooting Bay:</u>	<u>1 day</u>	<u>\$ 100.00</u>
<u>4</u>	<u>Classroom Rate:</u>	<u>1 day</u>	<u>\$ 100.00</u>
	<u>Contract shall not exceed per Contract year term:</u>		<u>\$ 20,150</u>

2. **REQUESTING LOCATION**

County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Blvd.
Orange, CA 92867
Attn: JoAnn Hoferitza
Ph: 714-538-2233

c. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows: , as Contract number MA-060-19010166 for the period of January 31, 2019 through and including January 30, 2020, 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 1/31/15 through and including 1/30/19, unless otherwise terminated by County. The period of 1/31/15 through and including 1/31/16 shall be known as Contract number MA-060-15010201. The period of 1/31/16 through and including 1/30/17 shall be known as Contract number MA-060-16011053. The period of 1/31/17 through and including 1/30/18 shall be known as Contract number MA-060-17011021. The period of 1/31/18 through and including 1/30/19 shall be known as Contract number MA-060-18011162. ~~This Contract may be renewed for one (1) additional one (1) year terms by mutual agreement of both Parties. The County does not have to give reason if it elects not to renew.~~ The period of 1/31/19 through and including 1/30/20 shall be known as Contract number MA-060-19010166. This Contract is non-renewable.

d. General Terms and Conditions, Paragraph S, Change of Ownership, of the ORIGINAL CONTRACT, as Contract number MA-060-19010166 for the period of January 31, 2019 through and including January 30, 2020, 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.

3. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15010201) is attached hereto as Exhibit A and incorporated by this reference.

4. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-16011053) is attached hereto as Exhibit B and incorporated by this reference.

5. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-17011021) is attached hereto as Exhibit C and incorporated by this reference.

6. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-18011162) is attached hereto as Exhibit D and incorporated by this reference.

7. All other provisions of ORIGINAL CONTRACT, AMENDMENT NUMBER ONE ~~and AMENDMENT NUMBER TWO~~ through THREE, to the extent they are not inconsistent with this AMENDMENT NUMBER ~~THREE~~ FOUR, remain unchanged and in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ FOUR to ORIGINAL CONTRACT MA-060-15010201.

*Contractor: Prado Family Shooting Range

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Prado Family Shooting Range

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.*

sIn 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-060-15010201)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-16011053)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-17011021)

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EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-18011162)