

AMENDMENT NUMBER ~~TWO-THREE~~  
TO  
CONTRACT MA-060-18011676  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
WESCRAFT INC.

This AMENDMENT NUMBER ~~TWO-THREE~~ to Contract number MA-060-18011676 (hereinafter “AMENDMENT NUMBER ~~TWO-THREE~~”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and Wescraft Inc., (hereinafter referred to as “CONTRACTOR”) with a place of business at 650 Gateway Center Way, Suite G, San Diego, CA. 92102-4547, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for New Mattresses and Re-Cover Services of County owned Mattresses for the Inmate Population on June 28, 2018, for a three (3) year term of June 29, 2018 through and including June 28, 2021 in an amount not to exceed \$1,554,000 renewable for two (2) additional one-year terms (hereinafter “ORIGINAL CONTRACT”);

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on December 11, 2019, to modify ATTACHMENT A, Scope of Work as well as ATTACHMENT B, Compensation and Pricing Provisions to add additional mattress (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on June 10, 2021 for a one year term of June 29, 2021 through and including June 28, 2022 for a total not to exceed amount of \$287,000; ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in AMENDMENT NUMBER ONE;~~ and modified ATTACHMENT B, Compensation and Pricing to increase the pricing (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended Paragraph Q., 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 article Q herein;

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the not to exceed amount by \$180,000 for a new not to exceed amount of \$467,000 and the CONTRACTOR has agreed to provide those services at the rates set forth in AMENDMENT NUMBER TWO; and

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 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 continue in effect from 6/29/2018 through and including 6/28/2022, unless otherwise terminated by COUNTY.~~

~~b. Additional Terms and Conditions, Section 3, Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

~~3. Renewal:~~

~~This Contract may be renewed for one (1) additional one (1) year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew.~~

~~e. a. ATTACHMENT B, Pricing and Compensation Provisions, Section 2. Fees and Charges, of the Original Contract is amended in part as follows:~~

~~Contract shall not exceed **\$287,000** **\$467,000** for 6/29/21-6/28/22~~

~~d. General Terms and Conditions, Paragraph Q, Change of Ownership of the ORIGINAL CONTRACT, is amended in its entirety as follows:~~

~~Q. 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. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ **THREE** to Contract number MA-060-18011676.

\*Contractor: Wescraft Inc.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: Wescraft Inc.

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