

AMENDMENT NUMBER ~~TWO~~ THREE
 TO
 CONTRACT MA-060-20011565
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 TRUTH BE TOLD POLYGRAPH LLC

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-20011565 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Truth Be Told Polygraph LLC, (hereinafter "CONTRACTOR") with a place of business at 407 W. Imperial Hwy., Suite H-213, Brea, CA 92821, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Polygraph Testing Services on May 5, 2020, for a two (2) year term of May 5, 2020 through and including May 4, 2022, in a not to exceed amount of \$420,000, renewable for three (3) additional one-year terms upon mutual agreement of both parties (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on March 8 15, 2022, for a one year term of May 5, 2022 through and including May 4, 2023 in a not to exceed amount of \$210,000 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY ~~desires to~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on April 4, 2023 for a one year term of May 5, 2023 through and including May 4, 2024 in a not to exceed amount of \$210,000 ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT~~ (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the rate/price for Polygraph Exams from \$195 to \$225, effective upon approval; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of May 5, 2024 through and including May 4, 2025 in a not to exceed amount of \$210,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

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 5/5/2020 through and including 5/4/2024⁵, unless otherwise terminated by COUNTY.

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

3. Renewal:

This Contract may ~~not~~ be renewed ~~by mutual written agreement of both Parties for one (1) additional one year term. The County does not have to give a reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.~~

- c. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

1. Compensatory fee rate listed below shall include all services, furnishings, all staffing and materials required to perform duties and for any reasonably unforeseen difficulties, which may arise or be encountered in the performance of the services.
2. Contractor shall provide a fixed fee rate for applicants who fail to appear "No Shows", regardless of cause to their scheduled polygraph examination and without invoking a timely notice of cancellation.
3. Contractor shall be paid for the actual polygraph examinations performed to the satisfaction of the County and documented instances of no shows without invoking timely cancellation. No payment above the stated rates will be authorized.
4. "Approximate usage" is not the number of Polygraph exams that will be required but rather an estimated amount of the number of Polygraph examinations completed in the past year.

Item #	Unit	Approximate Usage	Description	Rate/Price
1	Each	200	Polygraph Exam	\$225.00
2	Each	10	No Show	\$0.00

Contract shall not exceed \$210,000 for the term of 5/5/2024 – 5/4/2025

2. All other terms and conditions in this Contract remain unchanged and with full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~ **THREE** to ORIGINAL CONTRACT MA-060-20011565

Contractor*: Truth Be Told Polygraph LLC

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Truth Be Told Polygraph LLC

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