

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

This AMENDMENT NUMBER ~~ONE~~TWO to Contract Number MA-060-20011565 (hereinafter "AMENDMENT NUMBER ~~ONE~~TWO") 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 ~~desires to~~ renewed the ORIGINAL CONTRACT on March 8, 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 ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT~~ (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT 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;

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 5/4/20~~23~~24, 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 be renewed by mutual written agreement of both Parties for ~~two~~ **one** (2) (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

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 ~~ONE~~TWO 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