

AMENDMENT NUMBER ~~ONE~~ TWO
TO
CONTRACT MA-060-21011079
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-21011079 (hereinafter “AMENDMENT NUMBER ~~ONE~~ TWO”) between the County of Orange, a political subdivision of the State of California with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter “COUNTY”) and Pepperdine University (hereinafter “CONTRACTOR”) with a place of business at 24255 Pacific Coast Hwy, Malibu, CA 90263, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Youth Diversion Counseling Services on June 22, 2021, for a three (3) year term of July 1, 2021 through and including June 30, 2024, in an amount not to exceed \$1,052,115, renewable for two (2) additional one (1) year terms (hereinafter “ORIGINAL CONTRACT”); and

WHEREAS, COUNTY ~~desires to amend~~ and CONTRACTOR amended the ORIGINAL CONTRACT on November 29, 2022 to increase the contract by \$80,445 to increase deliverable service hours by approximately 20%, for a new not to exceed amount of \$1,132,560, ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~ (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the contract amount by \$44,234 for a new not to exceed amount of \$394,939 for the term ending on June 30, 2024; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of July 1, 2024 through and including June 30, 2025 for a not to exceed of \$394,939, and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in this 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.—Attachment C, Fees, of the ORIGINAL CONTRACT is amended to read in part as follows:~~

~~Contract shall not exceed \$431,150 for the term of 7/1/22-6/30/23
Contract shall not exceed \$350,705 for the term of 7/1/23-6/30/24~~

a. Additional Terms and Conditions, Section 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 July 1, 2021 through and including June 30, 2025, 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 by mutual written agreement of both Parties for one (1) additional one (1) 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

c. Attachment C, Fees, of the ORIGINAL CONTRACT is amended to read in part as follows:

Contract shall not exceed \$394,939 for the term ending on June 30, 2024

Contract shall not exceed \$394,939 for the term of July 1, 2024 to June 30, 2025

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

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-21011079.

*Contractor: Pepperdine University

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Pepperdine University

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