AMENDMENT NUMBER ONE TWO TO CONTRACT MA-060-20010085 BETWEEN THE COUNTY OF ORANGE AND STANCIL CORPORATION

This AMENDMENT NUMBER <u>ONE_TWO</u> to Contract Number MA-060-20010085 (hereinafter "AMENDMENT NUMBER <u>ONE_TWO</u>") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Stancil Corporation (hereinafter referred to as "CONTRACTOR") with a place of business at <u>8931</u> <u>Research Drive, Irvine, CA_92618</u>2644 South Croddy Way, Santa Ana, CA_92704 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for SLR-Stancil Voice Logging Recorders and NAS Server Maintenance Services on October 9, 2019, for a two (2) year term of October 9, 2019 through and including October 8, 2021, in an amount not to exceed \$17,284 renewable for three (3) additional one (1) year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and CONTRACTOR desires to renewed the ORIGINAL CONTRACT on September 14, 2021, for a one (1) year term of October 9, 2021 through and including October 8, 2022 in an amount not to exceed \$9,384; as well as amended ATTACHMENT B, Compensation and Pricing Provisions, Section 3. Pricing in its entirety (hereinafter "AMENDMENT NUMBER ONE");, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER ONE;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of October 9, 2022 through and including October 8, 2023 in an amount not to exceed \$9,538; as well as amend ATTACHMENT B, Compensation and Pricing Provisions, Section 3. Pricing in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

- 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 10/9/19 through and including 10/8/232, 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 <u>one (1)</u> two (2) additional one (1) year terms. 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 B, Compensation and Pricing Provisions, Section 3. Pricing is amended in its entirety to read as follows:
 - 3. <u>Pricing</u>

Item No	Description	*Annual Price	Extended Price
001	Maintenance Services (Option 3)	\$7,673.00	\$7,673.00
002	Maintenance Services (SLA-7, 24 x 7 Telephone Support, Software Upgrades, Hardware Replacement and Onsite Services) For Stancil Voice Recorder Equipment (0217- AO16-SLKVZ-8360)	\$1, <mark>865</mark> 7 11 .00	\$1, <mark>865</mark> 711.0 0

*Annual Price includes Shipping/Delivery Cost.

Contract shall not exceed \$<u>9,538</u>9,384.00 for the Contract Term of 10/9/2<u>2-1</u>-10/8/2<u>3-2</u>

- 2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.
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IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER <u>TWO</u> ONE to Contract number MA-060-18010825.

<u>*Contractor</u>: **Stancil Corporation**

By:	_Title:
Print Name:	Date:
<u>*Contractor</u> : Stancil Corporation	

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 _____