

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

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract number MA-060-18011676 (hereinafter “AMENDMENT NUMBER ~~THREE~~ FOUR”) 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 renewed the ORIGINAL CONTRACT on June 10, 2021, for a one (1) year term of June 29, 2021 through and including June 28, 2022 in a not to exceed amount of \$287,000 and modified ATTACHMENT B, Compensation and Pricing; and

WHEREAS, COUNTY and CONTRACTOR 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 (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on January 24, 2022 and increased the not to exceed amount by \$180,000 for a new not to exceed amount of \$467,000 (hereinafter “AMENDMENT NUMBER THREE”)

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of June 29, 2022 through and including June 28, 2023 in a not to exceed amount of \$554,000 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. 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 \$467,000 for 6/29/21-6/28/22~~

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 6/28/2023, 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 in non-renewable.

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

Contract shall not exceed \$554,000 for the term of 6/29/22 through and including 6/28/23.

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 ~~THREE~~ **FOUR** 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