

# MONTEREY COUNTY



## Contract / Purchasing

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Salinas, CA 93905  
831-755-4969

<http://www.co.monterey.ca.us/>

August 27, 2014

Standard Register Company  
600 Albany Street  
Dayton, OH 45417

Subject: Letter of Mutual Termination for the Joint Convenience of the Parties

Dear Sirs:

This is to serve as a notice of mutual termination letter of the agreement for services dated September 1, 2014 to April 30, 2017 between the County of Monterey (hereinafter "County") and WorkflowOne LLC, ("Contractor").

The conditions of termination are that the termination was caused by the acquisition of 100% of the assets of WorkflowOne LLC by The Standard Register Company and is necessary so that the parties can enter into a new agreement with The Standard Register Company, who has become the new parent company of WorkflowOne, having obtained all assets of WorkflowOne. The effective termination date is the effective date of the new Agreement. The parties recognize and acknowledge that any and all payments made to date, made by County to WorkflowOne pursuant to the terms of the prior Agreement, current or advanced, shall be credited towards payments that may be due under the new Agreement for services to be performed pursuant to that new Agreement. Upon the effective date of the existing agreement and the initiation of the new Agreement between the parties, The Standard Registrar Company shall assume all of the WorkflowOne responsibilities of performance under the new Agreement.

According to section 7.0, "Termination" of the County of Monterey Standard Agreement signed by the County on March 7, 2014:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

If this Mutual Termination for the Joint Convenience of the Parties is acceptable to Contractor, please sign and date the provided copy of this letter and return it to the County at the above indicated address.

Thank you again for your cooperation and understanding.

If you have any questions or concerns, contact Liz Crooke at 831-755-5108, or via email at [CrookeEA@co.monterey.ca.us](mailto:CrookeEA@co.monterey.ca.us).

Debra Bayard  
Contracting/Purchasing Officer

On behalf of the Contractor, WorkflowOne LLC and The Standard Register Company, the terms of the mutual termination of the indicated Agreement between the County and the Contractor for the joint convenience of the parties are acceptable to the Contractor.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_