

AMENDMENT NUMBER ~~ONE~~ TWO  
 TO  
 CONTRACT MA-060-20011371  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 VERTIQ SOFTWARE, LLC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-20011371 (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 VertIQ Software, LLC. (hereinafter "CONTRACTOR") with a business address of 135 E Main Ave Ste 150, Morgan Hill, CA 95037-7522, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Coroner Medical Examiner (CME) Software Maintenance and Support on May 7, 2020, for a term of June 1, 2020 through and including May 31, 2022 in an amount not to exceed \$30,000, renewable for three (3) additional, one-year terms (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY ~~desires to~~ and CONTRACTOR renewed the ORIGINAL CONTRACT on May 10, 2022, for a one (1) year term of June 1, 2022 through and including May 31, 2023, in an amount not to exceed \$15,000; ~~as well as~~ and revised Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, (hereinafter "AMENDMENT NUMBER ONE"); ~~of the ORIGINAL CONTRACT, and the CONTRACTOR has agreed 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 June 1, 2023 through and including May 31, 2024, in an amount not to exceed \$15,000; as well as revise Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges and the CONTRACTOR has agreed to provide those services at the rates set forth in AMENDMENT NUMBER ONE;

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 6/1/20 through and including 5/31/23~~4~~, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3, Renewal, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

## 3. Renewal:

This Contract may be renewed for ~~two~~ **one** (2 1) additional one-year terms, upon mutual written agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is it required to give Contractor prior notice of its intent not to renew.

c. ATTACHMENT B, Compensation and Pricing Provisions, Section 2, Fees and Charges of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Fees and Charges: ~~County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:~~

<b>Item No.</b>	<b>Description</b>	<b>Service Period</b>	<b>Pricing</b>
01	<del>Annual Maintenance and Support for Coroner and Medical Examiner (CME) Software.</del>	<del>June 1, 2020 through and including May 31, 2021</del>	<del>\$15,000.00</del>
02	<del>Annual Maintenance and Support for Coroner and Medical Examiner (CME) Software.</del>	<del>June 1, 2021 through and including May 31, 2022</del>	<del>\$15,000.00</del>
03	<del>Annual Maintenance and Support for Coroner and Medical Examiner (CME) Software.</del>	<del>June 1, 2022 through and including May 31, 2023</del>	<del>\$15,000.00</del>

Contract shall not exceed \$15,000.00 for the term of 6/1/2020 – 5/31/2021.

Contract shall not exceed \$15,000.00 for the term of 6/1/2021 – 5/31/2022.

Contract shall not exceed \$15,000.00 for the term of 6/1/2022 – 5/31/2023.

**Contract shall not exceed \$15,000.00 for the term of 6/1/2023 – 5/31/2024.**

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

(Signature page to follows)

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-20011371.

\*Contractor: VertiQ Software, LLC.

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: VertiQ Software, 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