

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT NUMBER MA-060-17010637
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 COMPUTER DEDUCTIONS, INC.

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-17010637 (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 Computer Deductions, Inc. (hereinafter "CONTRACTOR") with a place of business at 8680 Greenback Lane, Suite 210, Orangevale, CA 95662, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Software Development and Maintenance Support on December 1, 2016, as Contract Number MA-060-17010637 (hereinafter "ORIGINAL CONTRACT"), effective December 1, 2016 through and including November 30, 2018, in an amount not to exceed \$6,190,080;

~~WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-19010323 for the term of December 1, 2018 through and including November 30, 2020, and CONTRACTOR has agreed to provide the services at the rates set forth in the ORIGINAL CONTRACT; and~~

~~WHEREAS, COUNTY desires to amend Paragraph S, Change of Ownership, of the ORIGINAL CONTRACT in its entirety, and CONTRACTOR has confirmed in writing that it understands and is in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein;~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 29, 2018 for the term of December 1, 2018 through and including November 30, 2020 (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR amended Term S. Change of Ownership of the ORIGINAL CONTRACT in its entirety, and Contractor confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Article S; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for the term of December 1, 2020 through and including November 30, 2021 and revise ATTACHMENT B, Compensation, in part for a not-to-exceed amount of \$3,404,544, and the

CONTRACTOR has agreed to provide the services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER TWO;

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

1. ARTICLES

~~a. General Terms and Conditions, Paragraph S, Change of Ownership, is amended in its entirety as follows:~~

~~S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.~~

~~County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.~~

~~In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.~~

~~The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.~~

~~b. Additional Terms and Conditions, Paragraph 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 12/1/16 through and including 11/30/20, unless otherwise terminated by County. The period of 12/1/16 through and including 11/30/18 shall be known as Contract number MA-060-17010637. The period of 12/1/18 through and including 11/30/20 shall be known as Contract number MA-060-19010323. Contract may be renewed for one (1) additional one-year term, upon mutual agreement of both Parties. The County does not have to give reason or notice to Contractor of its intent not to renew the Contract.~~

~~2. A true and correct copy of the ORIGINAL CONTRACT (Contract number MA-060-17010637) is attached hereto as Exhibit A and incorporated by this reference.~~

~~3. All other provisions of the ORIGINAL CONTRACT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect.~~

a. Additional Terms and Conditions, Paragraph 1, Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 12/1/16 through and including 11/30/21, unless otherwise terminated by COUNTY. The period of 12/1/16 through and including 11/30/18 shall be known as Contract number MA-060-17010637. The period of 12/1/18 through and including 11/30/21 shall be known as Contract number MA-060-19010323. This contract may not be renewed.

b. ATTACHMENT B, Compensation, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

ATTACHMENT B

Compensation

I. Contractor shall provide a total of sixteen (16) positions as specified below at the rate set forth:

- One (1) Program Manager at an hourly rate of \$102.30
- Fifteen (15) Senior Technical Consultants at an hourly rate of \$102.30

If not fully staffed, monthly hours and invoice shall be reduced accordingly. Each vacancy will result in the reduction of 1/16 of the total monthly invoice amount. $1/16 = 6.25\%$.

- Example:

Positions Staffed	% Staffed	Monthly Invoice Amount
16	100%	\$283,712
15	93.75%	\$265,980
14	87.50%	\$248,248
13	81.25%	\$230,516
12	75%	\$212,784

II. **Compensation:** Total compensation shall include customization, all goods and services specified in Attachment A, Scope of Work of this Contract.

Contact term of December 1, 2016 through and including November 30, 2018 shall not exceed \$6,190,080

Contract term of December 1, 2018 through and including November 30, 2020 shall not exceed \$6,190,080

Contract term of December 1, 2020 through and including November 30, 2021 shall not exceed \$3,404,544

4. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.
6. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect.
7. All other Specifications, Terms and Conditions remain unchanged.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO to ORIGINAL CONTRACT MA-060-17010637.

***Contractor: Computer Deductions, Inc.**

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor: Computer Deductions, 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: _____

Exhibit A

ORIGINAL CONTRACT (Contract Number MA-060-17010637)

Exhibit B

AMENDMENT NUMBER ONE (Contract Number MA-060-19010323)