



COUNTY OF ORANGE

CONTRACT # MA-003-18010262

AMENDMENT TWO ONE

BY AND BETWEEN

AUDITOR-CONTROLLER'S OFFICE

AND

ARK TECHNOLOGIES

FOR

**TECHNICAL SERVICES AND SUPPORT FOR THE PROPERTY
TAX SYSTEM MODERNIZATION PROJECT**

**AMENDMENT NUMBER ~~TWO ONE~~ TO
CONTRACT MA-003-18010262 FOR
TECHNICAL SERVICES AND SUPPORT
FOR THE PROPERTY TAX SYSTEM MODERNIZATION PROJECT**

This Amendment Number ~~Two One~~ (hereinafter "Amendment") to Agreement number MA-003-18010262, (hereinafter referred to as "Contract"), for the modernization of the County's Legacy Property Tax System (hereinafter referred to as "Software Products"), made and entered into as of the date fully executed by and between **ARK Technologies** with a place of business at **114 Avenida Trieste, San Clemente, CA, 92672**, hereinafter referred to as "Vendor", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", which may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, County agrees to pay Vendor based on the schedule of fees set forth in Cost/Compensation, attached hereto as Attachment B; and

WHEREAS, the County and ARK Technologies executed Contract MA-003-18010262 for a term effective October 2, 2017 through March 31, 2021; and

and

WHEREAS, the Parties ~~executed desire to amend the Contract with this~~ Amendment Number One to the "Term of Contract" clause, Attachment B "Cost/Compensation" to "Fees and Charges" clause, and the "Not to Exceed" clause;

~~**WHEREAS**, the Parties desire to amend the Contract with this Amendment Number Two to the "Term of Contract" clause, Attachment B "Cost/Compensation" to "Fees and Charges" clause, and the "Not to Exceed" clause~~

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

1. The Parties agree to amend the Contract to revise the "Term of Contract" clause and to Attachment B "Cost/Compensation" to the "Fees and Charges" clause and the "Not to Exceed" clause.
2. All other terms and conditions in the Contract shall remain unchanged and with full force and effect.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

VENDOR*: ARK TECHNOLOGIES

Signature

Date

Print Name

County of Orange
Auditor-Controller

Technical Services and Support
MA-003-18010262, Amendment ~~Two One~~

Page 2 of 4
File No.:

Title

Signature

Date

Print Name

Title

*** If the contracting party is a corporation, two (2) signatures are required as further set forth in this paragraph.** The first signature shall be: a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be: a) the Secretary; b) any Assistant Secretary; c) the Chief Financial Officer; or d) any Assistant Treasurer.

.....
COUNTY OF ORANGE

A political subdivision of the State of California

Signature

Date

Print Name

Title

Approved by Board of Supervisors on: _____

**Approved as to form
Office of the County Counsel
Orange County, California**

By _____ **Date** _____
Deputy County Counsel

Additional Terms and Conditions

3. **Term of Contract:** This Contract shall commence on October 2, 2017 and shall continue until January 31, 2022 ~~March 31, 2021~~.

Attachment B
Cost/Compensation

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

-	<u>10/2/2017 to 9/30/2018</u>	<u>10/1/2018 to 8/30/2019</u>	<u>8/31/2019 to 6/30/2020</u>	<u>7/1/2020 to 3/31/2021</u>
Hourly Rate	\$137.00	\$141.00	\$144.53	\$148.14
Maximum # Hours	3,120.00	2,860.00	2,850	2,505
Maximum Cost	\$427,440.00	\$403,260.00	\$411,929.30	\$371,090.70

	<u>7/1/2020 to 3/31/2021</u>	<u>4/1/2021 to 6/30/2021</u>	<u>7/1/2021 to 1/31/2022</u>
Hourly Rate	<u>\$148.14</u>	<u>\$148.14</u>	<u>\$151.84</u>
Maximum Hours	<u>2,505</u>	<u>792</u>	<u>1,848</u>
Maximum Cost	<u>\$371,090.70</u>	<u>\$117,326.88</u>	<u>\$280,600.32</u>

The total Not to Exceed amount of this contract is \$2,011,647.20 ~~\$1,613,720.00~~.