



AMENDMENT NUMBER ~~ONE~~TWO
TO
CONTRACT NUMBER MA-058-21011246
FOR LEGAL CASE MANAGEMENT SOFTWARE SYSTEM
BETWEEN
THE COUNTY OF ORANGE
AND
JOURNAL TECHNOLOGIES, INC.

This Amendment (“Amendment Number ~~One~~Two”) to Contract No. MA-058-21011246 for Legal Case Management Software System is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (“County”) and Journal Technologies, Inc., with a place of business at 915 East First Street, Los Angeles, CA 90012 (“Contractor”), with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-017-16010292 (“Contract”) for Legal Case Management Software System, effective March 22, 2016 through and including July 21, 2021, for a not-to-exceed amount of \$2,050,000; and

~~***WHEREAS***~~, the Parties desire to issue Amendment Number One to grant the County’s Project Manager authority to execute amendments for professional services related to the Legal Case Management Software System in an amount not to exceed \$100,000 during the initial term of the Contract, for a new total not to exceed amount of \$2,150,000; and

~~***WHEREAS***~~, the Parties executed Amendment Number One to the Contract to increase the Contract’s not to exceed amount by \$100,000, for a new total not-to-exceed amount of \$2,150,000; and

~~***WHEREAS***~~, the Parties now desire to enter into this Amendment Number Two to change the Contract Number; to amend Section 24, Section 68, and Attachment B of the Contract; and to renew the Contract for five years; and

NOW THEREFORE, the Parties mutually agree as follows:

~~1. Under “Articles”, the following Section shall be added:~~

~~**75. Optional Professional Services:** County may at any time request Contractor to perform optional professional services to enhance the LCMS System described in Attachment A, Scope of Work, pursuant to the process outlined in this paragraph. County’s Project Manager shall submit a written request to Contractor’s Project Manager that specifies the desired services to the same degree of specificity as in the original Scope of Work. Contractor shall, not more than thirty (30) business days (or other mutually agreed upon period) after receiving the written request, notify County whether or not the requested services are possible and, if possible, provide a firm proposal that specifies the associated cost and schedule for the requested services. All professional services shall be at the hourly rate set forth in Attachment B, Cost/Compensation, Section II. Pricing. Contractor will continue performing the Services in the Contract in accordance with the current Attachment A, Scope of Work, until both Parties agree to the requested services in an amendment. If County accepts Contractor’s proposal, Contractor shall provide the requested professional services for the cost stated in the proposal and subject to the terms and conditions of this Contract. County’s Project Manager shall have the authority of the County to execute any and all such amendments up to the maximum authority amount set forth in Attachment B, Cost/Compensation, Section II. Pricing.~~

2. ~~In Attachment B entitled, "Cost/Compensation", Section II, entitled, "Pricing", the following tables shall be added:~~

OPTIONAL PROFESSIONAL SERVICES MAXIMUM AUTHORITY AMOUNT	
PUBLIC DEFENDER	UP TO \$100,000 FOR INITIAL CONTRACT TERM ONLY

PROFESSIONAL SERVICES HOURLY RATES	
SYSTEM ANALYST	\$200.00 PER HOUR

3. ~~In Attachment B entitled, "Cost/Compensation", Section II. Entitled, "Pricing", the table entitled, "YEARS 1 THROUGH 5 GRAND TOTAL COSTS", shall be deleted in its entirety and replaced with the following:~~

Grand Total (Non-Recurring & Recurring Costs)	Year 1 3/1/16- 6/30/17	Year 2 7/1/17- 6/30/18	Year 3 7/1/18- 6/30/19	Year 4 7/1/19- 6/30/20	Year 5 7/1/20- 6/30/21	Optional Professional Services	Estimated Grand Total 5-Years
	\$850,000	\$300,000**	\$300,000**	\$300,000**	\$300,000**	\$100,000	\$2,150,000

4. ~~This Amendment Number One to the Contract modifies the Contract only as expressly set forth above. Except as amended herein, all other terms and conditions of the Contract are incorporated by this reference as if fully set forth herein and shall remain in full force.~~

1. ~~The Contract is renewed for a term of five (5) years, effective July 22, 2021 through and including June 30, 2026, in a not-to-exceed amount of \$2,161,016.19 for this renewal term, for a new cumulative total not-to-exceed amount of \$4,311,016.19; on the amended terms and conditions.~~

2. ~~Section 75, Change of Name, is added to the Contract as follows:~~

"75. Change of Name:

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, Contractor must also provide an update to the County of its status in these areas whenever requested by the County."

Section 68, Notices, of the Contract is deleted in its entirety and replaced with the following:

68. Notices: Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail, or (3) upon delivery via electronic mail with confirmation receipt from Contractor. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: Journal Technologies, Inc.
Attn: Maryjoe Rodriguez
915 East First Street
Los Angeles, CA 90012

For County:
Department: OC Public Defender - IT
Attn: Jerry Sakelaris
801 W. Civic Center Dr. Suite 400
Santa Ana, CA 92701

Contracts & Procurement: OC Public Defender/Contract and Procurement
Attn: Ms. Duyen Lac
801 W. Civic Center Dr. Suite 400
Santa Ana, CA 92701

- 3.** Attachment B, “Cost/Compensation”, Section II. Pricing of the Contract is amended to add the following:

YEARS 6 THROUGH 10 RECURRING COSTS

<u>Year</u>	<u>Annual Software License and Maintenance</u>	<u>Custom Reports</u>	<u>Enhancements</u>	<u>Annual Fees</u>
<u>6 (7/22/21-6/30/22)</u>	<u>\$341,321.40</u>	<u>\$15,000</u>	<u>\$50,000</u>	<u>\$406,321.40</u>
<u>7 (7/01/22-6/30/23)</u>	<u>\$358,387.47</u>	<u>\$15,000</u>	<u>\$100,000</u>	<u>\$473,387.47</u>
<u>8 (7/01/23-6/30/24)</u>	<u>\$376,306.84</u>	<u>\$15,000</u>	<u>\$25,000</u>	<u>\$416,306.84</u>
<u>9 (7/01/24-6/30/25)</u>	<u>\$395,122.19</u>	<u>\$15,000</u>	<u>\$25,000</u>	<u>\$435,122.19</u>
<u>10 (7/1/25-6/30/26)</u>	<u>\$414,878.29</u>	<u>\$15,000</u>	<u>N/A</u>	<u>\$429,878.29</u>
<u>Not-to-Exceed Amount for Contract Term: 7/22/2021-6/30/2026:</u>				<u>\$2,161,016.19</u>

- 4.** The Contract Number for this Contract is changed from “Contract No. MA-017-16010292” to “Contract No. MA-058-21011246”.
- 5.** This Amendment Number Two modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment Number Two and the Contract, including all previous amendments, the terms and conditions of this Amendment Number Two shall prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment Number Two remain in full force and effect.

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Amendment Number ~~One~~-Two on the dates shown opposite their respective signatures below.

JOURNAL TECHNOLOGIES, INC.

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer. 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.

Print Name Title

Signature Date

Print Name Title

Signature Date

COUNTY OF ORANGE, a political subdivision of the State of California

Duyen Lac Deputy Purchasing Agent
Print Name Title

Signature Date

Approved as to form
Office of the County Counsel,

By: _____
Deputy

Approved by Board of Supervisors on: _____