

*County of Orange, OC Public Works  
Carahsoft Technology Corporation*

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**AMENDMENT 2  
FOR  
CUSTOMER RELATIONSHIP MANAGEMENT AND LAND MANAGEMENT SYSTEMS**

This AMENDMENT 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 Carahsoft Technology Corporation, with a place of business at 11493 Sunset Hills Road Ste. 100, Suite 100, Reston, VA 200191 (“Contractor”), with County, and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

**RECITALS**

WHEREAS, County of Orange, County Procurement Office, (“CPO”) has issued a Regional Cooperative Agreement MA-017-16010236, for Software and Related Products and Services (“RCA”); and,

WHEREAS, County, and Contractor entered into Subordinate Contract MA-080-16010778 per the terms and conditions of RCA, effective December 8, 2015, through May 31, 2018, in the amount of \$4,000,000 (“Contract”); and,

WHEREAS, the Parties made changes to the Contract after the effective date that were not reflected in an Amendment; and,

WHEREAS, the Parties executed Amendment 1 add recurring subscription fees for four years from July 1, 2018 to June 30, 2022 for a firm fixed price of \$2,194,465, resulting in a not to exceed amount of \$6,175,694, to address additional service requirements and update payment terms; and,

WHEREAS, the Parties executed Amendment 1 to add recurring subscription fees for four years from July 1, 2022 to June 30, 2027 for a firm fixed price, after negotiation, of \$3,045,185, resulting in a not to exceed amount of \$9,220,879; and,

WHEREAS, the Parties now desire to update the Contract’s number and add the Orange County Flood Control District as a Party; and,

WHEREAS, the Parties now desire to memorialize changes made to the Contract after the effective date; accommodate additional requirements for Customer Community Logins, Data Storage, File Storage, Field Audit Trail, Government Cloud plus and Clarity Annual Support; and increase the Contract not to exceed amount by \$285,469, resulting in a not to exceed amount of \$9,506,348; and,

NOW THEREFORE, the Parties agree as follows:

**AMENDMENT TO CONTRACT ARTICLES**

1. All references to MA-080-16010778 shall be replaced with MA-080-16012152.
2. The Orange County Flood Control District (“District”) shall be added as a Party to the Contract. Contractor shall indemnify the District in the same manner as it does the County. Contractor shall name District as an Additional Insured in the same manner County is under the RCA Section P. Contractor’s Worker’s Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against District in the same manner as against County under the RCA Section P. Contractor’s insurance policies shall waive all rights of subrogation against District in the same manner as against County under RCA Section P.
3. The following shall be added to the Recitals:

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WHEREAS, the District relies on County staff to carry out its duties pursuant to the Orange County Flood Control District Act, Water Code App. §§ 36-1 et seq., and County staff may request Contractor to perform services under this Contract on behalf of District; and,

4. The Amendment modifies the original Contract to memorialize the changes made without an Amendment and additional changes for *Community Logins, Data Storage, File Storage, Field Audit Trail, Government Cloud Plus, and Clariti Annual Support*.
  1. **Customer Community Logins:**
    - *Quantity per Contract: 20,000 Customer Community Logins per renewal year.*
    - *Current quantity: 5,000 Customer Community Logins per renewal year.*
    - *Amendment: Increase to 15,000 Customer Community Logins per renewal year.*
  2. **Data Storage:**
    - *Quantity per Contract: 50 GB of cloud data storage.*
    - *Current quantity: 70 GB of cloud data storage.*
    - *Amendment: Increase by 20 GB of cloud data storage, for a total of 90 GB.*
  3. **File Storage:**
    - *Quantity per Contract: 2 TB of cloud file storage.*
    - *Current quantity: 4 TB of cloud file storage.*
    - *Amendment: Increase by 1 TB of cloud file storage, for a total of 5 TB.*
  4. **Field Audit Trail:**
    - *Current per Contract: Object history is maintained for 18 months.*
    - *Amendment: Purchase Field Audit Trail to keep object history indefinitely.*
  5. **Government Cloud Plus:**
    - *Current per Contract: "Government Cloud Premier" now called "Government Cloud Plus."*
    - *A line item based on 15% of the net cost is required for all Salesforce line-item purchases.*
  6. **Clariti Annual Support:**
    - *Current per Contract: "BasicGov Support," now called "Standard Support."*
    - *Amendment: Upgrade to Clariti "Premium Support."*
5. Modify the contract to increase the not to exceed amount by \$285,469, resulting in a not to exceed amount of \$9,506,348.
6. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

**County of Orange, OC Public Works  
Carahsoft Technology Corporation**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

**CARAHSOFT TECHNOLOGY CORPORATION\***

DocuSigned by:  
By: Robert R. Moore  
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Print Name: Robert R. Moore

Title: Vice President  
Corporate Officer

Date: 11/12/2025 | 1:03 PM PST

DocuSigned by:  
By: Jennifer Kanach  
7D73912C9B5B4E7...

Print Name: Jennifer Kanach

Title: Secretary  
Corporate Officer

Date: 11/12/2025 | 1:32 PM PST

**County Of Orange**, a political subdivision of the State of California

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

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

Title: Deputy Purchasing Agent

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

**Orange County Flood Control District, A** body corporate and politic

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

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

Title: Deputy Purchasing Agent

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

**Approved As To Form:**

County Counsel

Signed by:  
By: William Mink  
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Title: Deputy

Date: 11/13/2025 | 8:07 AM PST

\* If the contracting party is a corporation, (2) two signatures are required: one (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 signatory to bind the corporation.