

**AMENDMENT NUMBER THREE
TO
AGREEMENT MA-060-11010660
BETWEEN THE
COUNTY OF ORANGE
AND
SIRON SOFTWARE CORPORATION**

This AMENDMENT NUMBER THREE to Contract Number MA-060-11010660 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Sirron Software Corporation, (hereinafter "CONTRACTOR") with a place of business at P.O. Box 28750, Spokane, WA 99228, is made and entered upon approval of this AMENDMENT NUMBER THREE by the County Board of Supervisors.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Off-The-Shelf Automated Civil Process System, under Contract Number MA-060-11010660 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year and three (3) month term of November 9, 2010 through and including February 8, 2012;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT for the period of February 9, 2012 through and including February 8, 2013 as Contract Number MA-060-12010783 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR added twenty (20) CAS Client Licenses at a price of \$2,250 per license and provide for Application Maintenance for the additional licenses in the amount of \$3,375.00 for remainder of the current contract term Year Two and \$8,100 in each subsequent contract year as more fully detailed on ATTACHMENT C, PROPOSAL COST SUMMARY (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to continue to receive services from CONTRACTOR for one (1) additional one (1) year term and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL AGREEMENT and AMENDMENT NUMBER TWO;

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 1, Term of Contract, is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/9/10 through and including 2/8/14, unless otherwise terminated by COUNTY. The period of 11/9/10 through and including 2/8/12 shall be known as Contract Number MA-060-11010660. The period of 2/9/12 through and including 2/8/13 shall be known as Contract Number MA-060-12010783. The period of 2/9/13 through and including 2/8/14 shall be known as Contract Number MA-060-13010994. Contract may be renewed up to two (2) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA-060-11010660) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-12010783) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-12010783) is attached hereto as Exhibit C and incorporated by this reference.
5. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, as amended by AMENDMENT NUMBER TWO, except as amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to Contract Number MA-060-11010660.

*Contractor: Sirron Software Corporation

By: Donald H Norris Title: PRESIDENT
Print Name: DONALD H NORRIS Date: 12/7/12

*Contractor: Sirron Software Corporation

By: Glenna K Norris Title: Sec Treas
Print Name: Glenna K Norris Date: 12.7.2012

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: _____
Date: _____

Approved by Board of Supervisors on: _____

Approved as to Form
Office of the County Counsel

By: [Signature]
Deputy

EXHIBIT A

ORIGINAL AGREEMENT (Contract Number MA-060-11010660)

File folder: 582494

Contractor Initial: 

CONTRACT MA-060-11010660

THIS AGREEMENT (hereinafter "Contract") for the procurement of an **Off-The-Shelf Automated Civil Process System**, as further described herein 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, operating through its Sheriff's Department, hereinafter referred to as "County" and Sirron Software Corporation, with a place of business at P.O. Box 28750, Spokane, WA 99228, hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Technical Bid (RTB) to provide an Off-The-Shelf Automated Civil Process System, as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RTB; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for an **Off-The-Shelf Automated Civil Process System**;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including all Attachments and Exhibits, which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing County's Purchasing Agent or his designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed Attachment A - Scope of Work, Attachment B - Software Maintenance / Support Service, and Attachment D - Executed Software Deposit Agreement. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and for each milestone goods/services have actually been received, inspected, or tested to the satisfaction of County in accordance with Attachment C, and 2) payment for each milestone shall be made in arrears and payment for annual maintenance shall be made annually in advance after satisfactory acceptance and within 30 calendar days upon the Auditor-Controller's receipt of an approved invoice submitted in accordance with the terms set forth herein, unless otherwise stated. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County.

<u>Milestone</u>	<u>Payment %</u>
Completion of Writing Conversion	25%
Completion of CAP+ Interface	25%
Go Live to Production	40%
30 Days after go live	10%

Maintenance fees of \$33,390.00 and Software Escrow fees of \$400.00 (Software Escrow fees are valid only if County chooses to be a "Licensee Participant") are due and payable in full 90 days from date of live production.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event the Contract is terminated for any reason, County shall immediately receive one-twelfth (1/12) of all Annual Maintenance Fees (as listed in Attachment C of this Contract) for each month or portion thereof remaining for the Contract term.

- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

File Folder: 582494
Sirron Software Corporation

Contractor Initials: 
Contract # MA-060-11010660

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by the Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation(s).
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, employees nor anyone working for Contractor under this Contract shall be considered an agent or an employee of County. Neither the Contractor, employees nor anyone working for the Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.

- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **Indemnification and Insurance:**

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price, as more fully set forth in Attachment C, shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and

knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

Z. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorneys Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold

harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

1. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective for fifteen (15) months from that date, unless otherwise terminated by County. The maintenance term for Software Products, shall be effective for one year after expiration of the initial 90 Day Limited Performance Warrantee Period (which is comprised of all purchase, installation, troubleshooting, and acceptance of all Software Products and services listed under this Contract). Contract may be renewed for up to four (4) additional one (1) year consecutive terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
2. **Scope of Services:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which the Contractor shall provide Automated Civil Process System, as described in Attachment A - Scope of Work, Attachment B - Software Maintenance / Support Service, and Attachment D - Executed Software Deposit Agreement, under a fixed price contract, as set forth herein.
3. **Contingency of Funding:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Project Manager:** The County and the Contractor shall each appoint a Project Manager to act as liaison between each Party during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.
5. **Precedence** The Contract documents herein consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments.
6. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County.

This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

7. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
8. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
9. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's project manager.
10. **Reports/Meetings:** Upon County's request, the Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
11. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.

12. Contract Disputes: The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:

- a. The Contractor shall submit to the agency/department deputy purchasing agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

13. Stop Work: The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either: 1) Cancel the stop work order or 2) Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by the County.

14. Termination ~ Orderly: Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

15. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

16. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County:	Sheriff-Coroner / Court Operations Project Manager: Sgt. Robert Sima 909 N. Main St., Room 108 Santa Ana, Ca 92701 Ph: 714-773-4525
cc:	Sheriff-Coroner / Purchasing Services Bureau Attn: Buyer 320 N. Flower Street Santa Ana, Ca 92703 Ph: 714-834-4700
Contractor:	Sirron Software Corporation P.O. Box 28750 Spokane, WA 99228 Attn: Don Norris Ph: 877-243-0216 Fx: 509-315-8341

17. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or

derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

- 18. Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 19. Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for four (4) years after the expiration or termination of this Contract.
- 20. Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract, and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
- 21. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 22. Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect validity of any other provision of this Contract.
- 23. Headings Not Controlling:** Headings used in this Contract are for reference purposes only and shall not be considered in construing this Contract.
- 24. Contractor Safety Standards and Work Hours:** The Contractor will ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State, and County safety and health regulations and laws.
- 25. Audit:** The County's duly authorized representative shall have access, at reasonable times, to all reports, Contract records, documents, files and personnel necessary to audit and verify the Contractor's charges to the County hereunder. The Contractor agrees to retain reports, records, documents, and files related to charges hereunder for a period of three years

following the date of final payment for the Contractor's services hereunder. The County reserves the right to audit and verify the Contractor's records before final payment is made. The County's representatives shall have the right to reproduce any of the aforesaid documents.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

26. Project Overview: The services performed under this Contract shall be done in accordance with the Scope of Work, which may be revised at the option of the County with the Contractor's concurrence. The Contractor shall be responsible for schedule adherence as outline in this Contract.

27. Dispute as to Contract Requirements: If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County's Purchasing Agent or his designee. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction.

The County and the Contractor agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract, which are not affected by this dispute.

28. Interpretation: In the event of a conflict or question involving the provision of the main body of this Contract, i.e., those provisions set forth in the Recital and Articles of this Contract and the provision of the Exhibits and Attachments, interpretation and clarification as necessary shall be determined by the County's Purchasing Agent or his designee.

29. Authorization Warranty: The Contractor represents and warrants that the person executing the Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

30. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
 - 1. Perform background checks as to past employment history.
 - 2. Inquire as to past criminal felony convictions.
 - 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 - 4. Perform drug screening to determine that such employees are not users of illegal drugs or other substances.
 - 5. Have employee complete and sign Contractor Security Clearance and Orange County Jail Release of Liability documents, as required by Orange County Sheriff's Department.

B. Contractor shall not assign to the County property any Contractor personnel as to whom the foregoing procedures indicate:

1. Inability or unwillingness to perform in a competent manner.
2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
4. Usage of illegal drugs or other substances.

C. If any of the problems identified with respect to the Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.

D. Nothing herein shall render any employee of Contractor an employee of County.

E. THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. Contractor's Personnel-Background Checks:
2. All personnel to be employed in performance of the work under this Contract shall be subject to background checks. Clearance must be updated and renewed every twelve (12) from original date of clearance.
3. No person shall be employed on this work that has not received prior clearance from the Sheriff's Department.
4. Within 15 days of the effective date of this Contract, the Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" and "Orange County Jail Release of Liability" information form for all Contractor's employee who will be working on or who will need access to the Sheriff's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager.
5. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms for renewal, at specified intervals and for new employees of Contractor, shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance or prior to the use of any person for work occurring on Sheriff's Facilities.

6. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms must be submitted on the original Sheriff's printed form. Facsimile or photocopy forms will not be accepted.
7. "Contractor Security Clearance" and "Orange County Jail Release of Liability" information forms will be provided by the County Project Manager upon request and will be screened by the Sheriff's Department.
8. "Contract Security Clearance" and "Orange County Jail Release of Liability" information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
9. The Orange County Sheriff Department will not give the reason an individual's clearance is denied.

F. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. All work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in the facility. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel do not enter the facility while under the influence of alcohol, drugs or other intoxicants and do not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.

7. Contractor's personnel shall follow any special security requirements issued by the on site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on site contact person.

G. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities. To the end:
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information, or who have outstanding warrants or the Sheriff may detain warrants.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by the designated Authorized Service Requestor, County Project Manager, Contract Coordinator or the Contract Administrator.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments.
6. Contractor's personnel may be detained within as facility until Sheriff's personnel resolve an incident.

31. Software – Acceptance: The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The

Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the Parties shall be governed by the following:

1. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
2. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
3. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in the Contract.

The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

32. Software – Acceptance Testing: Acceptance testing may be required as specified for all Contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.

33. Software Documentation: The Contractor agrees to provide the County the County-designated number of all manuals and other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the equipment or software provided hereunder. The County will designate the number of copies for production use and the number of copies for disaster recovery purposes and will provide this information to the Contractor.

If additional copies of such documentation are required, the Contractor shall provide such manuals at the request of the County. The requesting agency/department shall be billed for the manuals and any associated costs thereto by invoice. The Contractor agrees to provide such additional manuals at prices not in excess of charges made by the Contractor to its best customers for similar publications.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the equipment or software provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

34. Right to Purchase Additional Licenses and Features: Additional user seats and option features may be added to the concurrent license upon written formal agreement by both Parties. The purchase price shall be the then current per license cost, plus maintenance (to be prorated depending upon time of purchase) plus any applicable sales tax.

- 35. Software License:** The Contractor hereby grants to the County of Orange and the County accepts from the Contractor, subject to the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the software products list in this agreement, hereinafter referred to as "software products." The license granted above authorizes the County to use the software products in machine-readable form on a single computer system, designed in writing by the County to the Contractor, provided that if the designated CPU is inoperable due to malfunction, license herein granted shall be temporarily extended to authorize the County to use the software products in machine-readable form on any other County CPU until the designated CPU is returned to operation. By prior written notice to the Contractor the County may re-designate the CPU in which the software products are to be used and must do so if the re-designation is permanent.

When encryption/CPU ID authorization codes are required to operate the software products, the Contractor will provide all codes to the County with shipment of the software. In the case of an inoperative CPU, as defined above, Contractor will provide a temporary encryption/CPU ID authorization code to the County for use on a temporarily authorized CPU until the designated CPU is returned to operation. When changes in designated CPUs occur, the Contractor will issue to the County within 24 hours of notification a temporary encryption/ID authorization code for use on the newly designated CPU until such time a permanent code is assigned.

- 36. Software – Isolation/Correction of Errors:** The correction of any residual errors in any software products which may be discovered by the Contractor or by the County will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
2. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The Contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in the Contract. If the Contractor is called upon to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the County for such service on a time and material basis at rates in accordance with the Contract.

- 37. Source Code Provision:** Within ninety (90) days of the installation date for any Contractor software, Contractor shall deposit in an escrow account as outlined in the Software Escrow Agreement, Attachment D, one (1) copy of all source code and all related documentation, including documentation necessary for compilation of the source code, of all Contractor application software products provided under this Contract. Contractor also guarantees that the source code for all future updates, bug fixes, new releases, etc., and all associated user,

system, and source code compilation documentation shall be updated and placed in said escrow account within one hundred eighty (180) days of Licensee's installation date.

Contractor shall ensure that one (1) copy of all source code and all related documentation, including documentation necessary for compilation of the source code, of any subcontractor application software products provided under this Contract, is deposited in an escrow account as outlined in the Software Escrow Agreement, Attachment D. Contractor shall provide County documentation identifying the location of said escrow account, Attachment D. Contractor also ensures that all future updates, bug fixes, new releases, etc., and all associated user, system, and source code compilation documentation shall be updated and placed in said escrow account within one hundred eighty (180) days of their installation date.

County reserves the right to, at its sole cost, verify all deposits for their accuracy and content. Contractor understands and hereby acknowledges that failure on the part of Contractor to maintain timely and accurate escrow deposits may result in unknown and undetermined damages to County in the event Contractor subsequently discontinues support (for any reason) for the products provided under this Contract.

In the event Contractor discontinues support of the application software licensed under this Contract for any reason, County shall have access to the source code as a named Licensee under the terms of the Software Deposit Agreement Escrow # 1492, Attachment D, so that County may continue operation and maintenance of the System. County stipulates that this provision shall remain in effect only so long as County remains current as a maintenance-paying customer of the application software provided under this Contract.

Contract Signature Page

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

CONTRACTOR*: SIRON SOFTWARE CORPORATION

Donald H Norris
Signature

Donald H. Norris

Print Name

President

Title

Oct. 11, 2010

Date

Glenna K Norris
Signature

Glenna K Norris

Print Name

Sec-Trea

Title

Oct 11, 2010

Date

* 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.

COUNTY OF ORANGE

A political subdivision of the State of California

By [Signature]

Date 11/9/10

Approved by Board of Supervisors on: 11/9/10

Approved as to Form
Office of the County Counsel
Orange County, California

By: Paula A. Whaley
Deputy
10-12-10

**ATTACHMENT A
SCOPE OF WORK
OFF-THE-SHELF AUTOMATED CIVIL PROCESS SYSTEM**

I. BACKGROUND

A key function of the Court Operations Division of the Orange County Sheriff is the service of civil process and criminal subpoenas county-wide. The automated system currently in use in this function is mainframe-based and no longer provides the functionality to meet all of the statutory and procedural requirements outlined in the Civil Code, the Code of Civil Procedure, the Government Code and the statewide Sheriff's Manual of Civil Procedures. This application is difficult to modify, does not have ad hoc reporting capability and does not provide required complex accounting functionality.

II. GENERAL DESCRIPTION OF CIVIL PROCESS SERVICES TO BE AUTOMATED

The selected Off-The-Shelf package provided by Contractor will serve to automate the processing and tracking of all civil documents received by the Sheriff's Department. This includes data verification, entry, calculation, inquiry, modification, calendaring, and report generation and financial management for all cases. The system provided by Contractor assigns cases to field services; allows automatic update of case status from field service personnel and provides management with necessary statistical reports. Additionally, Contractor warrants that the system executes complex accounting transactions including calculation of interest around specified criteria, provide daily, weekly and monthly accounting reports and interface with prescribed County financial systems for the generation of warrants (checks). The system provided by Contractor is user-friendly, easy to maintain, provide Ad Hoc inquiry and report capabilities and capable of modification to meet changing legal and procedural requirements.

Civil Process services are currently provided out of five offices, one each in every judicial district in Orange County. The current automated system does not provide for case updating across district/office boundaries. The Sheriff may consolidate these offices in the future so county-wide case management without geographic case boundaries is required in any new system.

The new system provided by Contractor provides a method for converting cases identified by the Sheriff as part of implementation.

III. CURRENT SYSTEMS ENVIRONMENT

A. Civil Process

The current Marshal Civil Process System (MCPS) resides on a Unisys 2200 mainframe located in the Orange County Sheriff Data Center. Approximately (63) Dell Optiplex desk top PCs, located in (5) different physical locations, access and process data Monday through Friday, from 6AM to 6PM (with occasional overtime use on weekends). The existing application is written in COBOL and a Visual Basic "front end". There is one network database for all divisions, with full inquiry capabilities; however, the system limits updating of cases to the division that "owns" the case.

Individual case screens and forms are currently printed on HP LaserJet 1200 desktop printers attached to each PC. Lengthier batch and accounting reports are printed in each location on a networked HP LaserJet 4250 N printer.

This system has been operational since June of 1985. Numerous major system enhancements were completed to allow the majority of the more complicated civil process types, (i.e. "writs"), to go online beginning September, 1988. Additional, significant functional enhancements have been added since 2000 but development has been slow and changes in statutory and procedural requirements have outpaced development.

B. General/ Technical

1. Contractor shall provide to County the following licenses, software, and hardware:
 - a. CAS Server License(s): One (1) Production and one (1) Testing
 - b. CAS Client License(s): 60 Users
 - c. CAS Query License(s): 2 Users
 - d. Document Capture Option: Qty 1
 - e. Bar Code Readers: Qty 20
 - f. Auditor Controller Interface
2. Proposed software shall be web browser based (describe if not in ASP or .NET). If ASP, vendor must be currently migrating aggressively to the .NET platform and must detail that migration plan.
3. Vendor agrees to use the current Sheriff Department standard remote network access and support technique in accordance with Sheriff's

requirements and regulations for contractor and vendor remote access (VPN).

IV. GENERAL REQUIREMENTS

- A. Hardware Access: County shall provide to Contractor access of one (1) production server, one (1) test server, and one (1) database server.
- B. Implementation Plan: Contractor and County shall carry out all their duties during all three phases of the project. Phase I will be the completion of the Writing Conversion. Phase II shall be the completion of the CAP+ and AWSS Interfaces. Phase III is the Go Live to Production with the Software Products.
- C. Training: Contractor shall provide to County fifteen (15) days worth of "Installation and Basic Training (Train-the-trainer)" training. Training shall be provided for up to ten (10) County staff. Dates, times and venue shall be agreed upon by County and Contractor Project Managers.

Contractor shall provide up to fifteen (15) days of additional training. Training sessions shall not exceed fifteen (15) County staff per session. Dates, times and venue shall be agreed upon by County and Contractor Project Managers.

All "Additional Training" and "Installation and Basic Training (Train-the-trainer)" may be conducted during any phase of this Contract.

- D. Case Conversion: Phase I – County writes the program(s) to convert its existing data table to fixed length flat files in ASCII code. County shall also provide to Contract documentation as to code definitions for all fields that use codes, data field names, length, and position within the files. Documentation shall also include any relationship between tables. Approximate time frame for Phase I is 30 days.

Phase II – Contractor shall take the flat files and accompanying documentation and shall write program(s) to convert the County provided flat files into Software Product database. At the time of the County generating the flat files the County staff shall generate a Trial Balance to be used to compare to the Trial Balance generated in CAS after the conversion. County staff shall also query both the old and new system to verify that all data has been converted. If any exceptions are noted, then Contractor shall modify the conversion program(s) and then rerun the conversion. During this process it may be required to modify any conversion programs that are used by Contractor and County. This phase will repeat until a conversion rate of 95% or higher is obtained. County

and Contract Project Managers will meet and agree to a "Go Live" date and shall coordinate the final conversion process. Approximate time frame for Phase II is 60 days.

- E. Ongoing Application Support: Contractor shall perform annual maintenance and support per the requirements as listed in Attachment B – Annual Maintenance / Support Service and at the annual rates listed Attachment C – Proposal Cost Summary.
- F. Optional Enhancements: Contractor Project Manager shall coordinate with County Project Manager on any County requested customizations to the CAS Software Product. No more than one-hundred hours shall be allocated to the customizations unless agreed to in writing by formal amendment by both Parties.
- G. Documentation: Contractor shall provide the following documentation of the System to County:
 - 1. On-Line User documentation is provided as part of System.
 - 2. One Reference Manual (hard copy) will be provided by Contractor. This Reference Manual is also provided in an on-line documentation format for System. The documentation shall include all Contract specific updates and describe the function of the System. The documentation shall include screen layouts. It shall not include Contractor design specifications and technical (programming) details. The documentation shall describe the features of Contractor base software. The documentation will serve as the basis definition for functionality of the delivered System.

Contractor agrees that County may reproduce this material for its internal use, including all law enforcement agencies within the boundaries of the County of Orange, on an unlimited basis, provided Contractor copyright is included in each copy.

All documentation is copyrighted by Contract and cannot be modified by County without express written consent from Contractor.

User and System Administration documentation shall be kept current at all times by Contractor provided that County maintains payment of software maintenance as detailed in this Contract.

ATTACHMENT B
SOFTWARE MAINTENANCE / SUPPORT SERVICE

1. General - Definitions

- 1.1 "Licensee" means the single end-user customer organization signing this Contract and authorized to use the Software Products under license and the Hardware Products by purchase.
- 1.2 "Licensor" is Contractor, as represented by the corporation officer's signature on the signature page of this Contract.
- 1.3 "Depot Support" refers to hardware support (Bar Code Readers). It means that if Licensee experiences problems with a supported unit Licensee pays shipping to the Licensor and Licensor pays shipping back to Licensee. If the Licensor cannot fix the supported unit it will ship it to the manufacturer for repair and Licensor's shipping expense. Depot Support does not cover, user designated repair, cleaning, or malfunction caused by misuse or negligence.
- 1.4 "Enhancement" means any modification or addition that, when made or added to the Software Products, materially changes its or their utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Licensor may designate Enhancements as minor or major, depending on Licensor's assessment of their value and of the function added to the Software Products.
- 1.5 "Error" means any failure of the Software Products to conform in any material respect to the applicable published specifications.
- 1.6 "Error Correction" means, either a modification or addition that, when made or added to the Software Products, brings the Software Products into material conformity with the applicable published specifications, or a procedure or routine that, when observed in the regular operation of the Software Products, avoids the practical adverse effect of such nonconformity.
- 1.7 "Releases" means new versions of the Software Products, which may include Error Corrections and/or improvements.
- 1.8 "Software Product" means the software products described in this Contract.
- 1.9 "Standard Support" means Monday through Friday, 8:00 A.M. to 5:00 P.M. (Pacific Time), with a four (4) hour guaranteed response time.

2. Scope of Maintenance: During the term of this Contract, Contractor agrees to provide basic maintenance services in support of the Software Products. Basic Maintenance shall consist of:

- 2.1 Error Correction: Contractor shall be responsible for using all reasonable diligence to workaround or correct verifiable and reproducible Errors when reported to Contractor in accordance with Contractor's standard reporting procedures. The Error Correction, when

completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operation instructions to implement the Error Correction.

- 2.2 **Telephone Hotline:** Contractor shall maintain a telephone hotline during normal business hours that permits County to report problems and seek assistance in use of the Software Products.
- 2.3 **New Releases:** Contractor may, from time to time, issue new Releases of certain Software Products to County while this Contract is active. Contractor shall provide County with one (1) copy of each new Release for each copy of the Software Products being maintained under this Contract, without additional charge. Contractor shall provide reasonable assistance to help County install and operate each new Release. Because Releases are cumulative, each Release is useful only if County have obtained and installed all prior applicable Releases.
- 2.4 **Staff:** Contractor shall maintain a trained staff capable of rendering the services set forth in this Contract.
3. **Obligations of County:** During the term of this Contract, County shall have the following obligations, duties, and responsibilities:
 - 3.1 **Procedure:** County agrees to notify Contractor promptly following the discovery of any Error. Further, upon discovery of an Error, County agrees, if requested by Contractor, to submit to Contractor a listing of output and any other data that Licensor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
 - 3.2 County is required to have in place a T-1 VPN support capability and remote desktop software, must be installed on the 2003 Server in the case of Civil Administration, at County's expense.
 - 3.3 The County shall provide fixed length flat files of all of the current Civil System data files with data layouts showing field length and position within the file. If a field is coded then the County must provide the definition of each code. This may need to be generated several times during the conversion process and one last time just prior the "Go Live" phase. The county will need to provide a record layout for interfacing to CAP+. The County will need to provide a fixed length flat file for the AWSS system. This file will need to be provided on an "on going" basis.
4. **Exclusions:** The following matters are not covered by basic maintenance or additional services:
 - 4.1 Any problem resulting from the misuse, improper use, alteration, or damage of the Software Products.
 - 4.2 Any problem caused by modifications in any version of the Software Products not made or authorized by Contractor.
 - 4.3 Any problem resulting from software, equipment, or programming other than the Software Products.

- 4.4 Any problem resulting from the combination of the Software Products with such other programming or equipment to the extent such combination has not been approved by Contractor.
- 4.5 Errors in any version of the Software Products other than the most recent Release, provided that Licensor will continue to support superseded Releases for a reasonable period, not to exceed ninety (90) days from general release of the most current Release, sufficient for Licensee to implement the newest Release.
- 4.6 Any issue requiring travel to County site.
5. Use and Restrictions: Licensee's rights and obligations concerning the use of any Error Corrections, Enhancements, or Release (or any other programming provided by Licensor, regardless of its form or purpose) shall be as provided in this Contract. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to Licensee therein. Unless otherwise agreed Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software Products to which they relate, and Licensee agrees to return or destroy, as requested by Licensor superseded copies of the Software Products when replaced by such works. Licensee may resort solely to the indemnification rights provided by Licensor contained in this Contract (Page 4, Paragraph P – Indemnification and Insurance) in the event of any issue or claim concerning title or intellectual property rights.
6. Limited Warranty: Licensor shall perform its maintenance services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Software Products for purposes of the Contract, Licensor's obligation to correct Errors in such additions shall be limited to the maintenance terms of this Contract. **EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR MAKES NO WARRANTY AND SHALL HAVE NO LIABILITY FOR THE RESULTS OBTAINED FROM THE SOFTWARE PRODUCTS OR ANY SERVICES PROVIDED; LICENSOR MAKES AND LICENSEE RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS CONTRACT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. Limitation of Liability Exclusion of Consequential Damages: The cumulative liability of Licensor to Licensee for all claims relating to the maintenance services provided with respect to the Hardware Products and Software Products, in contract, tort, or otherwise, shall not exceed the total amount of all maintenance fees paid to Licensor for services within the prior year. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage for damages relating to maintenance services. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. This limitation of liability does not apply to any other services or equipment other than maintenance services, and does not preclude full recovery by County under Contractor's insurance policies.

**ATTACHMENT C
PROPOSAL COST SUMMARY**

I. COMPENSATION

Contractor's pricing is provided in the form of a single fixed fee for an Off-The-Shelf Automated Civil Process System. Pricing shall be inclusive of the Off-The-Shelf Automated Civil Process System, Delivery (if applicable), Warranty (if applicable), Training (if applicable), installation (if applicable), implementation and conversion

County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishings all staffing and materials called for, and for risks connected with the goods/services; and for performance by Contractor of all its duties and obligations hereunder.

a. Fixed Rates

For authorized goods/services in the Scope of Work described herein and fully set forth in Attachment A – Scope of Work, Attachment B – Software Maintenance / Support Service, and Attachment D - Executed Software Deposit Agreement. Off-The-Shelf Automated Civil Process System and Services will be at the rate(s) set forth below.

<u>Products / Services</u>	<u>Rate</u>
1. CAS Server License(s) 2 Servers (1 production, 1 testing)	\$ <u>11,500.00</u> / Each \$ <u>23,000.00</u> / Total
2. CAS Client License(s) 60 Authorized Users	\$ <u>2,250.00</u> / Each \$ <u>135,000.00</u> / Total
3. CAS Query License(s) 2 Total Users	\$ <u>500.00</u> / Each \$ <u>1,000.00</u> / Total
4. Document Capture Option (Qty: 1)	\$ <u>21,000.00</u> / Each
5. Bar Code Readers (Inc. required software/set up) Bar Code Readers (Qty: 20)	\$ <u>532.50</u> / Each \$ <u>10,650.00</u> / Total
6. Installation and "basic" Training (train the trainer)	\$ <u>22,500.00</u> / Lot
7. Additional Training Additional Training (Qty: 15 Days)	\$ <u>1,500.00</u> / Per Day \$ <u>22,500.00</u> / Total
8. Database Conversion	\$ <u>82,500.00</u> / All vendor services
9. Auditor Controller Interface	\$ <u>5,500.00</u> / All vendor services
10. Application Maintenance Application Maintenance	\$ <u>33,390.00</u> / Year One \$ <u>34,058.00</u> / Year Two

Application Maintenance	\$ <u>34,739.00</u> / Year Three
Application Maintenance	\$ <u>35,434.00</u> / Year Four
Application Maintenance	\$ <u>36,143.00</u> / Year Five

11. Hourly Cost for customizing CAS (e.g. write holiday logic)	\$ <u>150.00</u> / Per Hour
Hourly Cost for customizing CAS (100 Hours Estimated)	\$ <u>15,000.00</u> / Total

12. Applicable Sales Tax	\$ <u>931.88</u> / Total
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13. 3 rd Party Escrow Account – Initial set up term 1 year,	\$ <u>400.00</u> / Year One
Renewal – Year 2	\$ <u>250.00</u> / Year Two
Renewal – Year 3	\$ <u>250.00</u> / Year Three
Renewal – Year 4	\$ <u>250.00</u> / Year Four
Renewal – Year 5	\$ <u>250.00</u> / Year Five

Contract shall not exceed:	\$ <u>373,371.88</u> / Year One
	\$ <u>34,308.00</u> / Year Two
	\$ <u>34,989.00</u> / Year Three
	\$ <u>35,684.00</u> / Year Four
	\$ <u>36,393.00</u> / Year Five

II. PAYMENT

a. Invoicing Instructions:

Invoices and support documentation are to be sent to:
 County of Orange
 Sheriff-Coroner Department
 320 N. Flower St., 2nd Floor
 Santa Ana, CA 92703
 Attention: Accounts Payable

The Contractor may bill on the standard invoice form, but all invoices must have the following information:

1. County Contract Number (to be determined)
2. Contractor's Federal ID Number
3. Services performed, date of service, and amount being billed

The County's Project Manager is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

b. Terms:

The Auditor-Controller will make payment within thirty days after receipt of invoices. All invoices must be verified and approved by the County Project Manager.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.

ATTACHMENT D
EXECUTED SOFTWARE DEPOSIT AGREEMENT

File Folder: 582494
Sirron Software Corporation


Contractor Initials: 
Contract # MA-060-11010660

EXHIBIT I

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

"I certify that Sirron Software Corporation is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract MA-060-11010660 with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature

Name

Title

Date

File Folder: 582494
Sirron Software Corporation

34

Contractor Initials: _____
Contract # MA-060-11010660

EXHIBIT II

EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001 the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into an AGREEMENT for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes an AGREEMENT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "as an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes an AGREEMENT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txier.htm.

To comply with the reporting requirements of, County procedures for contracting with independent CONTRACTORS mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First Name, Middle Initial, and Last Name
Social Security Number
Address
Start and expiration dates of contract
Amount of contract

PART I

First Name	Middle Initial	Last Name
SSN#		Date of Birth
Address		
Contract No.		
Start Date		Expiration Date
Dollar value of contract		

PART II

CERTIFICATION (PART I must also be completed)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

APPENDIX H

Software Deposit Agreement
AKA: NCC Group/Brambles NSD, Inc.

This document is for information use only.

It is a copy of the original executed Escrow Agreement between Sirron Software Corporation and Brambles NSD, Inc. The counties only need for this is for their reference use. The last page, 'Licensee of Record Acceptance', requires the signature of the appropriate designated county representative. If, the county should wish to participate as an 'Additional Insured', **NO** changes can be made to any portion of this document including the signature page.

Escrow #: 1492

**SOFTWARE DEPOSIT AGREEMENT
BRAMBLES NSD, INC.**

This Agreement ("Escrow Agreement") is executed as of this 3rd day of June, 1999 by and between Sirron Software Corporation, a California corporation ("Licensor"), and Brambles NSD, Inc. (doing business as "Recall Total Information Management"), a Delaware Corporation ("NSD"), as Escrow Agent.

RECITALS

A. Licensor owns the right to license certain proprietary computer software and related support materials (the "Documentation") which shall include the materials as originally licensed and all later developed modifications.

B. Licensor licenses the use of said programs to certain Licensees of Record, as identified in **Exhibit A** hereto ("Licensees"), pursuant to license agreements between Licensor and Licensees ("License Agreements");

C. Continuous availability of such programs and maintenance thereof are critical to Licensees in the conduct of their business;

D. Licensor wishes to protect the integrity of its programs from duplication, theft or other misappropriation by maintaining their Documentation in strict confidence as trade secrets. Licensor performs necessary maintenance and modification of its programs for its Licensees without disclosing such Documentation to Licensees or other persons. However, Licensor hereby enters into this Escrow Agreement in order to grant Licensee access to Documentation under certain circumstances as set forth herein;

E. Licensor wishes to insure that maintenance for Licensor's software is available in the event Licensor fails to fulfill its maintenance obligations as set forth in the License Agreement or in the event Licensor does not remain in business;

F. NSD is in the business of providing third party software escrow protection by storing, retaining and allowing limited access to proprietary computer software, related media and materials.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DEPOSIT OF DOCUMENTATION

Licensor agrees to deposit with NSD a complete copy of the Documentation within thirty (30) days after execution of this Escrow Agreement. The initial deposit of

Documentation, including all revisions and additions thereto, deposited with NSD by Licensor pursuant to this Escrow Agreement shall be referred to herein as the "Documentation".

2. REVISIONS AND MAINTENANCE

(a) Licensor agrees to deposit with NSD copies of all revisions of and additions to the Documentation within thirty (30) days after said revisions and additions are made available to Licensees.

(b) Upon receipt of a new revision, NSD agrees to return to Licensor all such Documentation from previous revisions as specified by Licensor in writing to NSD.

(c) NSD shall acknowledge receipt of all revisions of and additions to the Documentation by sending written acknowledgment thereof to Licensor and to all Licensees.

3. STORAGE AND SECURITY

(a) NSD shall act as custodian of the Documentation until the escrow is terminated pursuant to Section 11 of this Escrow Agreement. NSD shall establish, under its control, a secure receptacle for the purpose of storing the Documentation.

(b) The Documentation shall remain the exclusive property of the Licensor.

(c) NSD shall not divulge, disclose or otherwise make available the Documentation to any parties other than those persons duly authorized in writing by a competent officer of Licensor, except as provided in this Escrow Agreement.

(d) NSD shall not permit any person access to the Documentation except as may be necessary for NSD's authorized representatives to perform under this Escrow Agreement.

(e) Access to the Documentation shall not be granted without compliance with all security and identification procedures instituted by NSD.

(f) If Licensee desires to inspect the Documentation, Licensor must be given at least ten (10) days prior written notice. Any such inspection shall be in the presence of an authorized representative(s) of Licensor (unless Licensor elects not to be present), the Licensee requesting inspection and NSD.

(g) NSD shall have no obligation or responsibility to verify or determine that the Documentation does, in fact, consist of those items which Licensor is obligated to deliver under any agreement, and NSD shall bear no responsibility whatsoever to determine the existence, relevance, completeness, currency or accuracy of the Documentation.

(h) NSD's sole responsibility shall be to accept, store, and deliver the Documentation, in accordance with the terms and conditions of this Escrow Agreement.

(i) If any of the Documentation shall be attached, garnished or levied upon pursuant to an order of any court, or the delivery thereof shall be stayed or enjoined by an order of any court, or any other order, judgments or decree shall be made or entered by any court

affecting the Documentation or any part thereof, NSD is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments or decrees so entered or issued by any court, without the necessity of inquiring whether such court had jurisdiction, and in case NSD obeys and complies with any such order, judgment or decree, NSD shall not be liable to any Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

4. REGISTRATION OF LICENSEE(S) OF RECORD

The Licensor may enroll designated Licensee(s) as a Licensee of Record after such Licensee executes a Licensee of Record Acceptance acknowledging the Licensee's acceptance of the terms and conditions of this Escrow Agreement and providing an indemnification of NSD. Upon receipt of the Licensee of Record Acceptance from the Licensor, NSD will provide written acknowledgment of the Licensee's addition into the Escrow to the Licensee directly, with a copy to the Licensor. The Licensor may remove a Licensee of Record from participation in the Escrow by providing NSD written instructions to terminate the Licensee's participation due to the expiration of that Licensee's License Agreement. Apart from the expiration of the License Agreement, Licensor and Licensee may terminate that Licensee's participation in the Escrow by providing joint written authorization.

5. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an "Event of Default" for purposes of this Escrow Agreement:

(a) Licensor's material failure to support the Documentation and related software in accordance with the License Agreement or applicable maintenance agreement; or

(b) Licensor becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or

(c) Licensor applies for or consents to the appointment of a trustee, receiver or other custodian for Licensor, or makes a general assignment for the benefit of its creditors; or

(d) Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceedings commenced by or against Licensor; and if such case or proceeding is not commenced by Licensor, it is acquiesced in or remains undismissed for sixty (60) days; or

(e) Licensor ceases active operation of its business or discontinues the maintenance of the Documentation and related software in material breach of the License Agreement or applicable maintenance agreement; or

(f) Licensor takes any corporate or other action to authorize, or in furtherance of, any of the foregoing.

6. RELEASE OF DOCUMENTATION

(a) Upon the occurrence of any Event of Default (as defined in Section 5) any Licensee may notify NSD in writing as to such Event of Default (a "Notice"), and shall simultaneously provide a copy of any such Notice to Licensor. Upon receipt of such Notice, NSD will send a confirming copy of said Notice to the Licensor informing Licensor of the filing of an Event of Default. Unless Licensor shall have provided Contrary Instructions to NSD within ten (10) business days after NSD's receipt of Licensee's Notice, within five (5) business days following the end of such ten (10) day period, NSD shall deliver a copy of the Documentation then in escrow to such Licensee; provided, however, that NSD shall be under no obligation to deliver a copy of such Documentation until such Licensee has first paid to NSD the cost and expenses of reproduction and delivery of the Documentation. Such delivery to Licensee shall terminate all duties and obligations of NSD to that Licensee and to Licensor with respect to Licensee and to the copy of the Documentation delivered to that Licensee.

(b) "Contrary Instructions" for the purposes of this Escrow Agreement means a notarized affidavit executed by an official of Licensor stating that the Event or Events of Default specified in the Licensee's Notice have not occurred, or have been cured.

(c) Upon timely receipt of such Contrary Instructions, NSD shall not release a copy of the Documentation then in escrow, but shall continue to store the Documentation until otherwise directed by the Licensee and Licensor jointly, or until resolution of the dispute pursuant to Section 7 of this Escrow Agreement, or by a court of competent jurisdiction.

(d) NSD shall be entitled to receive payment for costs, fees and expenses due it, prior to any release of a copy of the Documentation.

7. DISPUTE RESOLUTION

Licensor and Licensees agree that if Contrary Instructions are timely given by Licensor pursuant to Section 6 hereof, the Licensor and the Licensee giving Notice shall submit their dispute regarding Licensee's Notice to arbitration by a single arbitrator who is a member of the American Arbitration Association, according to its rules and regulations then in effect, at its offices in San Francisco, California. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor, Licensee and NSD. The parties shall use their best efforts to commence the arbitration proceeding within ten (10) business days following the delivery of the Contrary Instructions. The sole question to be determined by the arbitrator shall be whether or not there existed an Event of Default at the time the Licensee delivered the Notice thereof under Section 6. If the arbitrator finds the Notice was properly given by such Licensee, NSD shall promptly deliver a copy of the Documentation to said Licensee. All fees and charges by the American Arbitration Association and the reasonable attorneys' fees and cost incurred by the prevailing party in the arbitration shall be paid by the non-prevailing party in the arbitration.

8. BANKRUPTCY

Licensor and Licensee acknowledge that this Escrow Agreement is an "agreement supplementary to" the License Agreement as provided in Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"). Licensor acknowledges that if Licensor as a debtor in possession or a trustee in bankruptcy in a case under the Bankruptcy Code rejects the License Agreement or this Escrow Agreement, Licensee may elect to retain its rights under the License

Agreement and this Escrow Agreement as provided in Section 365(n) of the Bankruptcy Code. Licensor or such Bankruptcy Trustee shall not interfere with the rights of Licensee as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Documentation from NSD.

9. INDEMNIFICATION

Licensor agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

10. GOOD FAITH RELIANCE

NSD may rely and act upon any instruction, instrument, or signature believed by NSD in good faith to be genuine, and may assume that any person purporting to give any writing, notice, advice, or instruction in connection with or relating to this Escrow Agreement has been duly authorized to do so.

11. TERMINATION

(a) With the consent of a majority of the Licensees, Licensor may terminate this Escrow Agreement upon (60) days' prior written notice to NSD, which shall include evidence satisfactory to NSD of such consents. Licensor shall give each Licensee thirty (30) days written notice of its intent to terminate this Agreement. Licensee may either consent in writing to such termination or shall be considered to have consented to such termination in the event the thirty (30) day notice period elapses without any written response by Licensee that it does not consent to such termination.

(b) NSD reserves the right to resign as escrow agent upon sixty (60) day's prior written notice to Licensor and all Licensees. Upon resignation, NSD shall return all of the Documentation then in NSD's possession to Licensor only after having received payment of its fees and costs pursuant to Section 12 of this Escrow Agreement.

(c) In the event that the sixty (60) day notice period in 10(b) elapses without NSD having received payment of the remaining fees due, NSD shall then have the option, without further notice to Licensor or the Licensees, to terminate the Escrow Agreement and to destroy all escrowed Documentation.

12. FEES

(a) In consideration of performing its functions as escrow agent, NSD shall be compensated by Licensor as set forth in Exhibit B. The fees set forth in Exhibit B will be billed periodically by NSD to Licensor.

(b) The fees set forth in Exhibit B are for NSD's ordinary services as escrow agent. In the event NSD is required to perform additional or extraordinary services as a result of being escrow agent, including intervention in any litigation or proceeding, NSD shall receive

reasonable compensation for such services and be reimbursed for such cost incurred, including reasonable attorneys' fees.

13. ENTIRE AGREEMENT

This Escrow Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all previous agreements, either oral or written, between the parties.

14. NOTICE

All notices required or permitted by this Escrow Agreement shall be sufficiently served by mailing the same by certified or registered mail, return receipt requested, to the parties at their respective address as follows:

- (a) NCC Group/BRAMBLES NSD, INC.
1731 Technology Drive., Suite 880
San Jose, CA 95110
ATTN: Escrow Officer
Phone: (408) 453-2753
Fax: (408) 441-6826
- (b) LICENSOR:
SIRON SOFTWARE CORPORATION
916 E Wellington Dr., Spokane WA 99208
P O Box 28750
Spokane WA 99228
Phone: (509) 315-9826
Fax: (509) 315-8341

15. COUNTERPARTS

This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

16. GOVERNING LAW

This Escrow Agreement shall be governed by and construed according to the laws of the State of California.

17. SEVERABILITY

In the event any of the provisions of this Escrow Agreement shall be held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Escrow Agreement will remain in full force and effect.

18. HEADINGS

The section headings in this Escrow Agreement do not form a part of it, but are for convenience only and shall not limit or affect the meaning of the provisions.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement on the date first above written.

LICENSOR: Sirron Software Corporation

BRAMBLES NSD, INC.

By: Donald H. Norris*

By: Craig Cowdery*

Name: Donald H. Norris

Name: Craig Cowdery

Title: President

Title: Financial Chief Officer

* Copies of original signature page available upon request.

Exhibit A

FEE SCHEDULE

Escrow Agent: RECALL TOTAL INFORMATION MANAGEMENT

**2109 Bering Drive
San Jose, CA 95131-2014**

Re: Escrow Agreement # 1492, dated June 3, 1999

- 1. Initial Acceptance Fee (One Time Only) \$1,125.00**
- 2. Custom Escrow Agreements Priced by Proposal
Amend Existing Agreement Priced by Proposal**
- 3. Annual Storage Fee**
Safe Deposit Box Storage \$ 475.00
(Volume up to 10" X 10" X 24")

Larger Units Available

(Total First Year's Fees = \$1,600.00)
- 4. Account Administration/Maintenance**
Clerical (One hour minimum per year) \$ 30.00/Hr.
Officer Level (As required) \$ 75.00/Hr.
Termination Fee (Minimum) \$ 150.00
Shipping additional
Bi-Annual Account Status Report (as Requested) \$ 50.00/ea.
Verification Services (Variable Depth) Ask for quote
- 5. Registration of Additional Licensees To Multiple Licensee Escrow**
Additional Licensees - Initial Registration \$ 400.00 ea.
Annual Fee Per Licensee Thereafter \$ 250.00 ea.
Licensee Termination \$ 250.00 ea.
- 6. Bonded Courier Service - Pick-up/Delivery**
Quote based on Location
- 7. Outside Costs**
Cost Plus 10%, as Incurred

Prices subject to change without notice./ last change was in 2009

Effective 7/1/98

ESCROW #: 1492
LICENSEE OF RECORD
ACCEPTANCE

The undersigned acknowledges receipt of a copy of and agrees to be bound by all applicable terms of, that certain Software Deposit Agreement (the "Escrow Agreement") dated as of **June 3, 1999**, by and between Sirron Software Corporation, a **California** corporation ("Licensor"), and Brambles NSD, Inc., a Delaware corporation ("NSD"), as Escrow Agent.

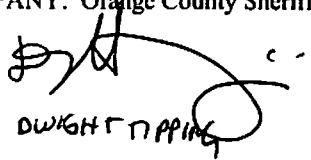
Licensee agrees to defend and indemnify NSD and hold NSD harmless from and against any claim, action, loss, cost, liability or expense (including reasonable counsel fees) arising out of or relating to this Escrow Agreement (collectively, "Claims"), except to the extent such Claim is based on NSD's gross negligence or willful misconduct.

Any notice to the undersigned with respect to the Escrow Agreement or the Documentation (as defined therein) may be sent to the address shown below.

LICENSEE OF RECORD:

COMPANY: Orange County Sheriff's Department Civil Division, State of California

By:



Name:

DWIGHT TIPPING

Address:

320 N Flower 2nd Flr
Santa Ana, CA 92703

Title:

Purchasing Manager

Date:

11/9/10

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-12010783)

A handwritten signature in black ink, appearing to be 'JH' or similar, written over a horizontal line.

AMENDMENT NUMBER ONE
TO
AGREEMENT MA-060-11010660
BETWEEN THE
COUNTY OF ORANGE
AND
SIRON SOFTWARE CORPORATION

This AMENDMENT NUMBER ONE to Contract Number MA-060-11010660 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Sirron Software Corporation, (hereinafter "CONTRACTOR") with a place of business at P.O. Box 28750, Spokane, WA 99228, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Off-The-Shelf Automated Civil Process System, under Contract Number MA-060-11010660 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of November 9, 2010 through and including February 8, 2012;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in ORIGINAL AGREEMENT;

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

1. ARTICLES

- a. Original Contract, Additional Terms and Conditions, Section 1, Term of Contract, is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/9/10 through and including 2/8/13, unless otherwise terminated by COUNTY. The period of 11/9/10 through and including 2/8/12 shall be known as Contract Number MA-060-11010660. The period of 2/9/12 through and including 2/8/13 shall be known as Contract Number MA-060-12010783. Contract may be renewed up to three (3) additional one (1) year terms upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA-060-11010660) is attached hereto as Exhibit A and incorporated by this reference.
3. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, except as amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to Contract Number MA-060-11010660.

***Contractor:** Sirron Software Corporation

By: Donald H Norris Title: PRESIDENT
Print Name: DONALD H NORRIS Date: 11/1/11

***Contractor:** Sirron Software Corporation

By: Glenna K Norris Title: Sec Treas Owner
Print Name: Glenna K Norris Date: Oct 24, 2011

***If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: [Signature] Title: Purchasing Manager
Date: 11/9/11

EXHIBIT C

AMENDMENT NUBMER TWO (Contract Number MA-060-12010783)

AMENDMENT NUMBER TWO
TO
AGREEMENT MA-060-11010660
BETWEEN THE
COUNTY OF ORANGE
AND
SIRON SOFTWARE CORPORATION

This AMENDMENT NUMBER TWO to Contract Number MA-060-11010660 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Sirron Software Corporation, (hereinafter "CONTRACTOR") with a place of business at P.O. Box 28750, Spokane, WA 99228, is made and entered upon approval of this AMENDMENT NUMBER TWO by the County Board of Supervisors.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Off-The-Shelf Automated Civil Process System, under Contract Number MA-060-11010660 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of November 9, 2010 through and including February 8, 2012;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT for the period of February 9, 2012 through and including February 8, 2013 as Contract Number MA-060-12010783 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to add twenty (20) CAS Client Licenses at a price of \$2,250 per license and provide for Application Maintenance for the additional licenses in the amount of \$3,375.00 for remainder of the current contract term Year Two and \$8,100 in each subsequent contract year as more fully detailed on ATTACHMENT C, PROPOSAL COST SUMMARY;

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

1. ARTICLES

- a. ATTACHMENT A, SCOPE OF WORK, OFF-THE-SHELF AUTOMATED CIVIL PROCESS SYSTEM, Section III. CURRENT SYSTEMS ENVIRONMENT, Subsection B.1. General/Technical, is amended in its entirety to read as follows:

1. B. General/Technical:

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Contractor Initial: 

1. Contractor shall provide to County the following licenses, software, and hardware:

- a. CAS Server License(s): One (1) Production and one (1) Testing
- b. CAS Client License(s): 60 Users
- c. CAS Query License(s): 2 Users
- d. Document Capture Option: Qty 1
- e. Bar Code Readers: Qty 20
- f. Auditor Controller Interface
- g. CAS Client License(s): 20 Users (qualifying County for unlimited site CAS Client Licenses).
Additional licenses added on the effective Date of AMENDMENT NUMBER TWO.

b. ATTACHMENT C, PROPOSAL COST SUMMARY, I. COMPENSATION, Section a. Fixed Rates, is amended to read in its entirety as follows:

**ATTACHMENT C
PROPOSAL COST SUMMARY**

I. COMPENSATION

Contractor's pricing is provided in the form of a single fixed fee for an Off-The-Shelf Automated Civil Process System. Pricing shall be inclusive of the Off-The-Shelf Automated Civil Process System, Delivery (if applicable), Warranty (if applicable), Training (if applicable), installation (if applicable), implementation and conversion

County agrees to compensate the Contractor the Firm Fixed Price set forth below. Contractor agrees to accept the same as full compensation for performing all services and furnishings all staffing and materials called for, and for risks connected with the goods/services; and for performance by Contractor of all its duties and obligations hereunder.

- a. Fixed Rates

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Contractor Initial: gKn

For authorized goods/services in the Scope of Work described herein and fully set forth in Attachment A – Scope of Work, Attachment B – Software Maintenance / Support Service, and Attachment D - Executed Software Deposit Agreement. Off-The-Shelf Automated Civil Process System and Services will be at the rate(s) set forth below.

<u>Products / Services</u>	<u>Rate</u>
1. CAS Server License(s) 2 Servers (1 production, 1 testing)	\$ <u>11,500.00</u> / Each \$ <u>23,000.00</u> / Total
2. CAS Client License(s) 60 Authorized Users	\$ <u>2,250.00</u> / Each \$ <u>135,000.00</u> / Total
3. CAS Query License(s) 2 Total Users	\$ <u>500.00</u> / Each \$ <u>1,000.00</u> / Total
4. Document Capture Option (Qty: 1)	\$ <u>21,000.00</u> / Each
5. Bar Code Readers (Inc. required software/set up) Bar Code Readers (Qty: 20)	\$ <u>532.50</u> / Each \$ <u>10,650.00</u> / Total
6. Installation and "basic" Training (train the trainer)	\$ <u>22,500.00</u> / Lot
7. Additional Training Additional Training (Qty: 15 Days)	\$ <u>1,500.00</u> / Per Day \$ <u>22,500.00</u> / Total
8. Database Conversion	\$ <u>82,500.00</u> / All vendor services
9. Auditor Controller Interface	\$ <u>5,500.00</u> / All vendor services
10. Application Maintenance Application Maintenance Application Maintenance Application Maintenance Application Maintenance	\$ <u>33,390.00</u> / Year One \$ <u>37,433.00</u> / Year Two \$ <u>42,839.00</u> / Year Three \$ <u>43,534.00</u> / Year Four \$ <u>44,243.00</u> / Year Five
11. Hourly Cost for customizing CAS (e.g. write holiday logic) Hourly Cost for customizing CAS (100 Hours Estimated)	\$ <u>150.00</u> / Per Hour \$ <u>15,000.00</u> / Total
12. Applicable Sales Tax	\$ <u>931.88</u> / Total
13. 3 rd Party Escrow Account – Initial set up term 1 year, Renewal – Year 2 Renewal – Year 3 Renewal – Year 4 Renewal – Year 5	\$ <u>400.00</u> / Year One \$ <u>250.00</u> / Year Two \$ <u>250.00</u> / Year Three \$ <u>250.00</u> / Year Four \$ <u>250.00</u> / Year Five

Contract shall not exceed: \$ 373,371.88 / Year One

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Contractor Initial: 

\$ 42,408.00 / Year Two

\$ 43,089.00 / Year Three

\$ 43,784.00 / Year Four

\$ 44,493.00 / Year Five

14. CAS Client License(s) \$ 2,250.00/Each
20 Authorized Users \$ 45,000.00/Total
(qualifying County
for unlimited site CAS Client Licenses)
Additional licenses added
on the effective date of AMENDMENT NUMBER TWO.

II. PAYMENT

a. Invoicing Instructions:

Invoices and support documentation are to be sent to:

County of Orange

Sheriff-Coroner Department

320 N. Flower St., 2nd Floor

Santa Ana, CA 92703

Attention: Accounts Payable

The Contractor may bill on the standard invoice form, but all invoices must have the following information:

1. County Contract Number (to be determined)
2. Contractor's Federal ID Number
3. Services performed, date of service, and amount being billed

The County's Project Manager is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

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Contractor Initial: gln

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

b. Terms:

The Auditor-Controller will make payment within thirty days after receipt of invoices. All invoices must be verified and approved by the County Project Manager.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the services.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA-060-11010660) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-12010783) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, except as amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to Contract Number MA-060-11010660.

*Contractor: Sirron Software Corporation

By: Donald H Norris Title: PRESIDENT
Print Name: DONALD H NORRIS Date: 8/29/12

*Contractor: Sirron Software Corporation

By: Glenna K Norris Title: Sec Treas
Print Name: Glenna K Norris Date: 8/29/2012

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: [Signature] Title: Purchasing Manager
Date: 10/2/12

Approved by Board of Supervisors on: 10/2/12

Approved as to Form
Office of the County Counsel

By: [Signature]
Deputy

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Contractor Initial: gkn