

AMENDMENT NUMBER ~~FOUR~~ **THREE**
TO
CONTRACT MA-060-16011940
BETWEEN THE
COUNTY OF ORANGE
AND
MCM TECHNOLOGY LLC

This AMENDMENT NUMBER ~~FOUR~~ **THREE** to Contract Number MA-060-16011940 (hereinafter "AMENDMENT NUMBER ~~FOUR~~ **THREE**") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and MCM Technology LLC., hereinafter ("CONTRACTOR") with a place of business at 3510 Vann Road, Suite 105, Birmingham, AL 35235, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Maintenance & Support Services for Communications Accounting & Asset Management Software on May 20, 2016, as Contract Number MA-060-16011940 (hereinafter "ORIGINAL CONTRACT"), for a one-year term of June 27, 2016 through and including June 26, 2017, renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 15, 2017 as Contract Number MA-060-17011671 for a one-year term of June 27, 2017 through and including June 26, 2018 (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 26, 2018 as Contract Number MA-060-18011557 for a one-year term of June 27, 2018 through and including June 26, 2019 (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY and CONTRACTOR ~~desire to~~ renewed the ORIGINAL CONTRACT on June 11, 2019 as Contract Number MA-060-19011323 for a one-year term of June 27, 2019 through and including June 26, 2020 ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT~~; and

WHEREAS, COUNTY and CONTRACTOR ~~desire to~~ amended Paragraph S., Change of Ownership, of the ORIGINAL CONTRACT in its entirety ~~and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein~~ (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20011074 for a one-year term of June 27, 2020 through and including June 26, 2021 and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;

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 2 - Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/27/16 through and including 6/26/21~~20~~, unless otherwise terminated by COUNTY. The period of 6/27/16 through and including 6/26/17 shall be known as Contract Number MA-060-16011940. The period of 6/27/17 through and including 6/26/18 shall be known as Contract Number MA-060-17011671. The period of 6/27/18 through and including 6/26/19 shall be known as Contract Number MA-060-18011557. The period of 6/27/19 through and including 6/26/20 shall be known as Contract Number MA-060-19011323. The period of 6/27/20 through and including 6/26/21 shall be known as Contract number MA-060-20011074. This Contract may not be renewed ~~be renewed for one (1) additional one year term by mutual written agreement of both parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew this Contract, nor is the County obligated to provide any prior notice to Contractor of its intent not to renew the Contract.~~

- b. Attachment A Section 1 – Scope of Work of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

1. Scope of Work

Contractor shall provide Maintenance and Support Services for the County's Communication & Asset Management Software System, including System Software Documentation and Application Support Services, guidance on the use of MCM Applications Software and associated functionality, and Technical Assistance. Should County purchase from Contractor an upgrade and/or replacement of its existing software, Contractor shall continue to provide Maintenance and Support Services for any such upgraded and/or replacement software pursuant to the terms of this Contract.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-16011940) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-17011671) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-18011557) is attached hereto as Exhibit C and incorporated by this reference.

5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number MA-060-19011323) is attached hereto as Exhibit D and incorporated by this reference.
6. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO and AMENDMENT NUMBER THREE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR ~~THREE~~, remain unchanged and in full force and effect.

In WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER ~~FOUR~~ **THREE** to CONTRACT MA-060-16011940.

*Contractor: MCM Technology, LLC.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: MCM Technology, LLC.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16011940)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-17011671)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-18011557)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-19011323)