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AMENDMENT NO. 1AMENDMENT NO. 2
TO SUBORDINATE AGREEMENT MA-012-12012135
WITH
EXCLUSIVE NETWORK ENTERPRISES
FOR
IT PROFESSIONAL HELP SERVICES

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This AMENDMENT No. 1, AMENDMENT No. 2, to Subordinate Agreement MA-012-12012135, (hereinafter as "Subordinate Agreement"), for IT Professional Help Services is made and entered into as of the date fully executed by all necessary Parties or approved by the Orange County Board of Supervisors, whichever occurs later, by and between Exclusive Network Enterprises, (hereinafter as "Contractor"), and the County of Orange, a political subdivision of the state of California, (hereinafter as "County"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

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ATTACHMENTS

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This Subordinate Agreement is comprised of this document and the following Attachments, which are incorporated herein by this reference:

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Attachment A – Regional Cooperative Agreement MA-017-12011685 (blank – separate from this document)
Attachment B – Scope of Work

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RECITALS

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WHEREAS, the County of Orange, County Procurement Office (CPO) has issued a Regional Cooperative Agreement (RCA) MA-017-12011685, effective June 1, 2012 through and including May 31, 2014; and

WHEREAS, the County of Orange, OC Community Resources issued Subordinate Agreement MA-012-12012135, effective on June 1, 2012 through and including May 31, 2013, in an amount not to exceed $25,000; and

WHEREAS, the County of Orange, OC Community Resources issued Amendment #1 to Subordinate Agreement MA-012-12012135, and obtained County Board of Supervisor approval for IT Professional Help Services commencing on August 22, 2012 through and including May 31, 2013, in an amount not to exceed $375,000, for a revised total amount of $400,000; and

WHEREAS, the County and Contractor Parties now desire to adjust the Subordinate Agreement to reflect the business needs of OC Community Resources; and

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

1. Paragraph 2 of Subordinate Agreement MA-012-12012135 is amended to read as follows: "Total compensation for services rendered under this Contract shall not exceed the hourly rates as specified in the RCA, designated as Attachment A and incorporated herein as if fully set forth. Contractor shall be paid for services under this Contract as specified in Attachment A, and the County will not be responsible for services performed outside those specifically stated in this Contract. Total compensation for services rendered under this Contract shall not exceed $400,000."

    Extend contract term for an additional one-year period, effective June 1, 2013 through May 31, 2014 in an amount not to exceed $325,000, for a revised cumulative total amount of $725,000.

2. Attachment B, Scope of Work, is incorporated herein to Subordinate Agreement MA-012-12012135.

Attachment B, revised Scope of Work, attached hereto and incorporated herein adding MS Visual Studio 2012 with additional technologies for the Budget and Business Analytic Project and Project and Application Integration.

3. **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.

Contractor: James A. Mosby
Phone: 866.347.2130 x.11 | Mobile: 903.217.7265
Email: Exclusivenet@earthlink.net

County: Purchasing & Contract Services
Attn: Diana Lin, Procurement Contract Specialist
Phone: 949.585.6464 | Fax: 714.667.6522
Email: Diana.Lin@occr.ocgov.com

Cc: Clyde Gamboa, IT Manager
Phone: 714.480.2851 | Mobile: 714.454.3233
Email: Clyde.Gamboa@occr.ocgov.com

Cc: Kara Carroll, Manager
Phone: 714.480.2833
Email: Kara.Caroll@occr.ocgov.com

4. **Notice of County Ordinance:** On April 4, 2011, the County of Orange Board of Supervisors approved Ordinance No. 11-012, PROHIBITION OF REGISTERED SEX OFFENDERS FROM ENTERING COUNTY PARKS. Contractors providing goods or services to OC Community Resources – OC Parks shall comply with the provisions of aforementioned County Ordinance No. 11-012 more fully specified herein. Contractors employing any person(s) working on OC Parks premises in violation of the Ordinance shall be deemed to be in material breach of the Contract.

The Board of Supervisors of the County of Orange, California ordains as follows:

SECTION 1: Division 18, Article 1 is hereby added to Title 3 of the Codified Ordinances of the County of Orange, to read as follows:

ARTICLE 1: PROHIBITION OF REGISTERED SEX OFFENDERS FROM ENTERING COUNTY PARKS

Sec. 3-18-1. Purpose and intent.

It is the purpose and intent of this ordinance to protect children from registered sex offenders by restricting sex offenders' access to locations where children regularly gather. It is intended to reduce the risk of harm to children by impacting the ability of sex offenders to be in contact with children. It is further the intent of this ordinance to provide additional restrictions beyond those

provided for in state law by restricting sex offenders from certain limited locations, and by allowing for criminal penalties for violations of this ordinance. It is not the intent of this ordinance to allow conduct otherwise prohibited by state law, or to contradict state law. Orange County Parks are recognized by the County of Orange Board of Supervisors as locations where children regularly gather.

Sec. 3-18-2. Definitions.

Orange County Park. For purposes of this ordinance, an Orange County Park is defined as any county-owned, leased, operated or maintained land before or after the effective date of this ordinance by the County of Orange held as a harbor, beach, park or recreation area, including but not limited to, Arroyo Trabuco Park, Carbon Canyon Regional Park, Clark Regional Park, Craig Regional Park, Featherly Regional Park, Irvine Regional Park, Laguna Niguel Regional Park, Mason Regional Park, Mile Square Regional Park, O'Neill Regional Park, Orange County Zoo, Peters Canyon Regional Park, Santiago Regional Park, Harriett M. Wieder Regional Park, Yorba Park, Aliso and Wood Canyons Wilderness Park, Caspers Wilderness Park, Laguna Coast Wilderness Park, Thomas F. Riley Wilderness Park, Talbert Nature Preserve, Aliso Beach Park, Capistrano Beach Park, Newport Harbor, Salt Creek Beach Park, Sunset Beach Park, Dana Point Harbor, and Sunset Harbor.

Sec. 3-18-3. Prohibitions.

Any person required to register pursuant to California Penal Code sections 290, *et seq.* who enters into or upon any Orange County Park where children regularly gather without written permission from the Orange County Sheriff or Sheriff's designee is guilty of a misdemeanor. Each entry into any such area, regardless of the time period between entries, shall constitute a separate offense under this ordinance.

Sec. 3-18-4. Penalties for violation.

Punishment for a violation of this section shall be as follows:

(1) Upon a first conviction, by imprisonment in a county jail for a period of not more than six months, or by a fine not exceeding five hundred dollars ($500), or by both imprisonment and a fine.

(2) Upon a second conviction, by imprisonment in a county jail for a period of not less than ten (10) days and not more than six months, or by both imprisonment and a fine not exceeding five hundred dollars ($500). Upon a second conviction, however, the person shall not be released on probation, parole, or any other basis until he or she has served not less than ten (10) days.

(3) Upon a third or subsequent conviction, by imprisonment in a county jail for a period of not less than ninety (90) days and not more than six months, or by both imprisonment and a fine not exceeding five hundred dollars ($500). Upon a third or subsequent conviction, however, the person shall not be released on probation, parole, or any other basis until he or she has served not less than ninety (90) days.

Sec. 3-18-5. Other prosecution authorized.

Nothing in this ordinance shall preclude or prohibit prosecution under any other provision of law.

Sec. 3-18-6. Severability.

~~If any section, paragraph, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Board of Supervisors hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.~~

5. ~~**Invoicing and Payment Instructions:** All invoice(s) shall reference Subordinate Agreement MA-012-12012135 and be sent to the following address:~~

   ~~**OC Community Resources**~~
   ~~**Attn: Accounts Payable**~~
   ~~**1300 S. Grand, Bldg. B, 2nd floor**~~
   ~~**Santa Ana, CA 92705**~~

   ~~Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.~~

6. This Amendment modifies the Subordinate Agreement only as expressly set forth above. Except as expressly amended herein, all other terms and conditions of the Subordinate Agreement remain unchanged.

<u>**SIGNATURE PAGE**</u>

IN WITNESS WHEREOF, the Parties hereto have executed this Subordinate Agreement on the dates opposite their respective signatures below:

EXCLUSIVE NETWORK ENTERPRISES*:

By: _____   By: _____

Print   Print
Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   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 of any Assistant Treasurer. ***In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.***

COUNTY OF ORANGE, OC COMMUNITY RESOURCES
a political subdivision of the State of California

By: _____

Print
Name: Diana Lin_____

Title: Procurement Contract Specialist_____

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

_____
Deputy County Counsel

_____
Date

ATTACHMENT B
SCOPE OF WORK

I. Budget and Business Analytic Project

A. Purpose

- The purpose of this Scope of Work is to describe the minimum knowledge, skills, and abilities the Senior Applications Developer must possess as well as delineate the high level duties and responsibilities the Senior Applications Developer will be required to perform during the agreement period.

B. Knowledge, Skills, and Abilities

- Possess an understanding of accounting and financial terms and concepts such as fund accounting, budgeting, business intelligence, and forecasting.

- Communicate and validate requirements with customers and development team.

- Gather system specifications from customers and propose conceptual design solutions based on analysis.

- Prepare Work Process Flow charts that describe current and proposed business processes

- Elicit requirements with detailed use cases, create software requirements specifications, design, and technical specifications.

- Propose changes in software design to increase performance and maintainability.

- ~~Develop business software using Microsoft Visual Studio 2008/2010 with technologies such as AJAX, .NET 3.5+, ASP.NET 2.0+, C# 3.0+, VB.NET, HTML, CSS, JavaScript, jQuery, and web services.~~

  Develop business software using Microsoft Visual Studio 2008/2010/2012 with technologies such as AJAX, .NET 4.0+, ASP.NET 3.0+, C# 3.0+, VB.NET, HTML, CSS, JavaScript, jQuery, and Web Services.

- Perform database design and TSQL stored procedure coding using Microsoft SQL Server 2005 or above. Microsoft SQL Server 2008R2 is highly desirable.

- Knowledge of SharePoint 2007 or SharePoint 2010 programming model such as designing, developing, testing, and deploying web parts and web services. Knowledge of SharePoint 2010 JavaScript libraries is highly desirable.

- Perform bug fixes and maintenance as needed.

- Prepare and submit weekly status reports.

- Prepare user guides.

C. Duties/Responsibilities

- Gather, analyze, and document existing requirements, business rules, and business processes of the various OC Community Resources browser-based applications and related database TSQL code.

- Make recommendations in the re-design of existing application software and database code to properly align software with current business requirements, business rules, and processes.

- Re-design, develop, unit test, deploy, maintain, and document the implemented software and database solution.

- The Senior Applications Developer will work primarily on the budget and business analytics project.

II. Staffing Manager and Staff Profile Project

A. Purpose

- The purpose of this Scope of Work is to describe the minimum knowledge, skills, and abilities the Senior Applications Developer must possess as well as delineate the high level duties and responsibilities the Senior Applications Developer will be required to perform during the agreement period.

B. Knowledge, Skills, and Abilities

- Communicate and validate requirements with customers and development team.

- Gather system specifications from customers and propose conceptual design solutions based on analysis.

- Prepare Process Work Flow charts that describe current and proposed business processes.

- Elicit requirements with detailed use cases and create software requirements specifications.

- Prepare and submit weekly status reports.

- Propose changes in software design to increase performance and maintainability.

- Develop business software using Microsoft Visual Studio 2005/2008 with technologies such as ASP, ASP.NET, C#, VB.NET, VB, HTML, CSS, JavaScript, and AJAX.

- Perform database design and programming using Microsoft SQL Server 2005/2008 and TSQL.

- Design, create, and maintain Agency's Intranet and/or Internet sites.

- Perform bug fixes and maintenance as needed.

- Prepare design and technical specification documentation and user guides.

- Experience with Human Relation (HR) Staffing and position control systems a must.

C. Duties/Responsibilities

- Gather, analyze, and document existing requirements, business rules, and business processes of the various OC Parks browser-based applications and related database TSQL code.

- Make recommendations in the re-design of existing application software and database code to properly align software with current business requirements, rules, and processes.

- Re-design, develop, unit test, deploy, maintain, and document the implemented software and database solution.

III. Project and Application Integration

A. Purpose

- The purpose of this Scope of Work is to describe the minimum knowledge, skills, and abilities the Senior Applications Developer must possess as well as delineate the high level duties and responsibilities the Senior Applications Developer will be required to perform during the agreement period.

B. Knowledge, Skills, and Abilities

- Possess an understanding of project management methodologies and practices. Purchasing systems and contract management application knowledge highly desirable.

- Communicate and validate requirements with customers and development team.

- Gather system specifications from customers and propose conceptual design solutions based on analysis.

- Prepare Work Process Flow charts that describe current and proposed business processes.

- Elicit requirements with detailed use cases, create software requirements specifications, design, and technical specifications.

- Propose changes in software design to increase performance and maintainability

- ~~Develop business software using Microsoft Visual Studio 2008/2010 with technologies such as AJAX, .NET 3.5+, ASP.NET 2.0+, C# 3.0+, VB.NET, HTML, CSS, JavaScript, jQuery, and web services.~~

  Develop business software using Microsoft Visual Studio 2008/2010/2012 with technologies such as AJAX, .NET 4.0+, ASP.NET 3.0+, C# 3.0+, VB.NET, HTML, CSS, JavaScript, jQuery, and Web Services.

- Perform database design and TSQL stored procedure coding using Microsoft SQL Server 2005 or above. Microsoft SQL Server 2008R2 is highly desirable.

- Perform bug fixes and maintenance as needed.

- Prepare and submit weekly status reports.

- Prepare user guides.

C. Duties/Responsibilities

- Gather, analyze, and document existing requirements, business rules, and business processes of the various OC Community Resources browser-based applications and related database TSQL code.

- Make recommendations in the re-design of existing application software and database code to properly align software with current business requirements, business rules, and processes.

- Re-design, develop, unit test, deploy, maintain, and document the implemented software and database solution.

- The Senior Applications Developer will work primarily on the project management and purchasing/contract management projects.