

AMENDMENT NUMBER ~~TWO~~ THREE
TO
CONTRACT MA-031-14011723
BETWEEN THE
COUNTY OF ORANGE
AND
NETFILE, INC

This Amendment Number ~~Two~~ Three to Contract number MA-031-14011723 (hereinafter “Amendment Number ~~Two~~ Three”) between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as “County”) and NetFile, Inc. (hereinafter referred to as “Contractor”) with a place of business at 2707 Aurora Ct., Mariposa, CA, 95338-9755, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, County and Contractor entered into Agreement MA-031-14011723, (hereinafter referred to as “Agreement”), for Annual License for Electronic Campaign Finance Disclosure for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional one-year terms; and

WHEREAS, County and Contractor renewed the Agreement by Amendment No. One to Master Agreement MA-031-14011608 on May 29, 2015 as Contract Number MA-031-15011815 (hereinafter referred to as “Amendment Number One”), for a one-year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, County and Contractor renewed ~~desires to renew~~ the Agreement by Amendment No. Two to Master Agreement MA-031-14011608 on May 24, 2016 ~~(hereinafter referred to as “Amendment Number Two”)~~ as Contract Number MA-031-16011883 (hereinafter referred to as “Amendment Number Two”), for a one-year term of July 1, 2016 through and including June 30, 2017 ~~and the Contractor has agreed to provide these goods/services at the rates set forth in the Original Contract; and~~

WHEREAS, County desires to renew the Agreement (hereinafter referred to as “Amendment Number Three”) as Contract Number MA-031-17011176, for a one-year term of July 1, 2017 through and including June 30, 2018 and the Contractor has agreed to provide these goods/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. ~~The~~ Section 2 ~~of the~~ Agreement, incorporated herein by reference, (“Agreement Term”) shall be amended to extend the term of the Agreement for an additional year term commencing on July 1, 2017~~6~~ through June 30, 2017~~8~~.
2. ~~Section 32, entitled “Data Location,” shall be added to the Agreement:~~
 32. ~~Data Location: Except where Contractor obtains the County’s prior written approval, the physical location of the Contractor’s data center where County data, including all candidate filings, campaign disclosure statements and reports, and data derived therefrom,~~

which the Contractor has obtained, maintains and stores pursuant to the Agreement (collectively, County Data”), is stored shall be within the Continental United States.

3. Section 33, entitled “Hosting Services,” shall be added to the Agreement:

33. Hosting Services:

a. Availability of Services.

Subject to the terms of this Agreement, Contractor shall use its best efforts to provide online access to the County and filers of FPPC Campaign Disclosure forms for twenty-four (24) hours a day, seven (7) days a week upon completion of the parsed database and accepted by the County and thereafter, throughout the term of this Agreement. County agrees that from time to time Contractor’s servers may be inaccessible or inoperable for various reasons, including: (1) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Contractor may undertake from time to time; or (iii) causes beyond the control of Contractor or which were not reasonably foreseeable by Contractor, including interruption or failure of communications or transmission links, hostile network attacks or other failures (collectively “Downtime”). Contractor shall provide forty-eight (48) hour advance notice to County in the event of any scheduled Downtime. Contractor shall use its best efforts to minimize any disruption, inaccessibility and/or inoperability in connection with the Downtime, whether scheduled or not. In the event of any Downtime, County shall be entitled to a pro-rata reduction of any payments due and payable to Contractor for such period.

b. Backups

Contractor shall maintain backup servers and telecommunications connections and maintain weekly backups of County’s database of FPPC Campaign Disclosures Form filings on such backup servers. Contractor’s disaster recovery and contingency planning, equipment, software, and telecommunications connections shall enable Contractor to provide County access on and from such backup servers within forty-eight (48) hours of any disruption in service.

c. Storage and Security

Contractor shall operate and maintain the servers in good working order with access restricted to qualified employees of Contractor and persons specifically designated by County. Contractor shall undertake and perform the measures set forth in Attachment A to ensure the security, confidentiality, and integrity of all County content and other proprietary information transmitted through or stored on Contractor’s server(s), including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the County’s content; and (iii) protection from any network attack and other harmful, malicious, or disabling data, work, code or program.

d. Non-Disclosure

Contractor shall comply with all laws and regulations applicable to the gathering, processing, storing, transmitting and dissemination of personal information. Contractor will not disclose any personal information accepted as required pursuant to the FPPC

Campaign Disclosures Form laws, without County's prior written consent, unless such disclosure is (i) authorized pursuant to the FPPC Disclosure laws; (ii) required by law or regulation, but only to the extent and for the purpose of such law or regulation; (iii) is in response to a valid order of any court of competent jurisdiction or other government body, but only to the extent of and for the purpose of such order, and only if Contractor first notifies County of the order and permits County to seek an appropriate protective order; or (iv) with written permission of County in compliance with any terms or conditions set by County regarding such disclosure.

e. Data Recovery

If the services under this Contract are terminated for any reason, Contractor shall provide County with a copy on electronic media in a static format, which cannot be modified, deleted or erased, of all County Data and records stored on Contractor's servers pursuant to this Agreement, including but not limited to pdfs, image files, and data stored in the database, within 10 working days of notification of termination.

4. Section 34, entitled "Disaster Recovery Plan," shall be added to the Agreement:

34.

Disaster Recovery Plan: Contractor shall maintain a disaster recovery plan in effect throughout the term of the Contract. The disaster recovery plan shall be subject to County's review upon reasonable notice to Contractor. Contractor shall maintain reasonable safeguards against the destruction, loss, intrusion and unauthorized alteration of printed materials and data in its possession. At a minimum, Contractor shall perform (i) incremental daily back-ups, (ii) weekly full backups, and (iii) such additional back-ups and other measures Contractor may determine to be necessary to maintain such reasonable safeguards (collectively herein "Disaster Recovery Plan"). County's Program Manager may identify and notify Contractor in writing of other items that the County's Program Manager reasonably deems appropriate for inclusion in the Disaster Recovery Plan.

5. Section 35, entitled "Transition Period," shall be added to the Agreement:

35. Transition Period:

- a) For sixty (60) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the County in extracting and/or transitioning all Data in the format determined by the County ("Transition Period").
- b) During the Transition Period, Service and data access shall continue to be made available to the County without alteration.

6. Section 36, entitled "Data Retention," shall be added to the Agreement:

36. Data Retention: No County Data shall be purged, destroyed or deleted by Contractor during the Contract period without prior written notice to and written approval by the County.

7. Section 37, entitled "Data Retention," shall be added to the Agreement:

37. **Annual Report of Filed Documents:** Contractor shall deliver to the County prior to June 30th of each year a copy of each online or electronic statement, report, or other document filed with and retained by the Contractor pursuant to this Contract in a format or file structure that would permit the County to reasonably search for and retrieve such records.

4.8. Except as previously amended and as amended herein, the remaining provisions of the Agreement shall remain in full force and effect.

- Signature Page Follows -

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

By: _____
Signature Date

Print Name Title

CONTRACTOR*

By: _____
Signature Date

Print Name Title

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

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

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

Print Name Title

Signature Date

APPROVED AS TO FORM

County Counsel

Print Name Title

By: _____
Signature Date

APPROVED AS TO CONTENT

Print Name Title

By: _____
Signature Date