

MA-011-18010445

FOR

COMPREHENSIVE AGENDA MANAGEMENT SOLUTION (CAMS) SOFTWARE
MAINTENANCE AND TECHNICAL SUPPORT

BETWEEN

County of Orange, Clerk of the Board

AND

SouthTech Systems Inc.



MA-011-18010445
with
SouthTech Systems Inc
for
Software Maintenance and Technical Support

This Contract MA-011-18010445 for Comprehensive Agenda Management Solution (CAMS) Software Maintenance and Technical Support (hereinafter referred to as "Contract") 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; hereinafter referred to as "County and SouthTech Systems Inc., with a place of business at 4181 Flat Rock Drive, Suite 300, Riverside, CA 92505 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

This Amendment No. 1 to Contract MA-011-18010445 for Comprehensive Agenda Management Solution (CAMS) Software Maintenance and Technical Support ("Amendment No. 1") 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, acting through Clerk of the Board (hereinafter referred to as "County") and SouthTech Systems, Inc. with a place of business at 4181 Flat Rock Dr., Suite 300, Riverside, CA 92505 (hereinafter referred to as "Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Staffing Plan

EXHIBIT

This Amendment No. 1 is comprised of this document and the following exhibit, which is attached hereto and incorporated by reference herein:

Exhibit 1: Attachment B Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Comprehensive Agenda Management Solution (CAMS) Software Maintenance and Technical Support under a firm fixed fee Contract; and

WHEREAS, County solicited Contract for software maintenance and technical support as set forth herein, and Contractor represented that it is qualified to provide software maintenance and technical support to the County as further set forth here; and

WHEREAS, Contractor agrees to provide software maintenance and technical support to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

WHEREAS, County and Contractor entered into Contract MA-011-18010445 to provide County with software maintenance and support for CAMS, effective September 01, 2017 through August 31, 2018 in the amount not to exceed \$75,000.00 annually (the "Contract"); and

WHEREAS, both Parties desire to enter into this Amendment No. 1 for the purpose of renewing the Contract for an additional two (2) years, effective September 1, 2018 through and including August 31, 2020, and updating information within the Contract and its Attachments and Exhibits as outlined below, and;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

CAMS shall mean Comprehensive Agenda Management Solution

ARTICLES

1. Changes to the Contract

1. **Term of the Contract.** The term of the Contract is hereby renewed for two years, effective September 1, 2018 ("Effective Date") up through and including August 31, 2020, at 11:59 p.m., unless otherwise terminated by the County under the terms of the Contract.

2. **Attachment B (Payment/Compensation), Section 2 (Fees and Charges):** Attachment B to the Contract (Payment/Compensation) is hereby deleted in its entirety and replaced with the Attachment B (Payment and Compensation) attached at Exhibit 1 to this Amendment No. 1.

General Terms and Conditions:

- 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 adjudication to another county.
- B. **Entire Contract:** This Contract 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 by County's Purchasing Agent or 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or 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 descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or 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 until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made 30 days in advance after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods 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 indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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.
- 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 "Z" 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, costs and expenses but not including attorney's fees.
- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material 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.
- 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. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant 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 workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

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 with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the

Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a 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	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy* Liability	\$1,000,000 per claims-made
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate
Professional Liability*	\$1,000,000 per claims-made \$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract. (Only include this provision when Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability Insurance are required. Only reference the type(s) of insurance required in the contract.)

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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 (7) 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 (30) 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, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **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, and the County agrees to an assignment of the 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 the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **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.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all 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.
- T. **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 "Z" below, 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.
- U. **Intentionally Left Blank**
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had 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 or 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.

- Y. 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.
- Z. Indemnification:** 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.
- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.
- The County reserves the right to audit and verify the Contractor's records before final payment is made.
- Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.
- Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.
- BB. Contingency of Funds:** 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.

- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

II. General Terms and Conditions:

1. The Parties agree that, notwithstanding anything to the contrary in the Contract, the Parties are entering into this Amendment No. 1, for the specific purpose of (i) amending, supplementing, deleting and replacing, as applicable, the existing provisions of the Contract (collectively, the "Changes"), and (ii) superseding the Contract to the extent necessary to give full effect to the terms and conditions of this Amendment No. 1. The Changes set forth in this Amendment No. 1 shall apply on a prospective basis only beginning on the Amendment No. 1 Effective Date.

2. Except as expressly amended by this Amendment No. 1, the remaining terms and conditions of the Contract remain unmodified and in full force and effect in accordance with its terms. Capitalized terms, if any, used in this Amendment No. 1, and not defined herein have the meanings given to them or referenced in the Contract.

3. In the event of a conflict between any term in this Amendment No. 1, and any term in the Contract, the term in this Amendment No. 1 takes precedence over the conflicting term in the Contract.

4. Each Party represents to the other Party that it has all necessary rights, powers and authority to enter into and perform under this Amendment No.1, and that such Party has, duly authorized the execution of this Amendment No. 1, as evidenced by the signatures below. The Parties acknowledge that, upon execution, this Amendment No. 1 constitutes a legal and binding obligation of the Parties enforceable according to its terms.

5. This Amendment No. 1, is binding on the Parties and their respective successors and permitted assigns.

6. This Amendment No. 1, may be executed in multiple counterparts. Each such counterpart, if executed by both Parties, shall be an original, and both such counterparts together shall constitute but one and the same document. This Amendment No. 1, shall not be deemed executed unless and until at least one counterpart bears the signature of each Party's designated signatory.

7. The Contract and this Amendment No. 1, the attachments and exhibits to the Contract and this Amendment No. 1, hereto (which are specifically incorporated by reference herein), collectively contain the entire understanding of the Parties with respect to the subject matter of the Contract and Amendment No. 1, and supersedes all prior or contemporaneous agreements and understandings between the Parties, whether oral or written, with respect to the subject matter of the Contract and this Amendment No. 1. Any waiver, modification or amendment of any provision of the Contract and the Amendment No. 1, shall be effective only if in writing and signed by the authorized representatives of both Parties. No usage of trade, or other regular practice or method of dealing between the Parties or others, may be used to modify, interpret, supplement or alter in any manner the express terms of the Contract and this Amendment No. 1.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure CAMS software maintenance and technical support from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** ~~This Contract shall commence on September 1, 2017 and upon execution of all necessary signatures and continue for one calendar year from that date, unless otherwise terminated by County. The term of the Contract is hereby renewed for two years, effective September 1, 2018 ("Effective Date") up through and including August 31, 2020, at 11:59 p.m., unless otherwise terminated by the County under the terms of the Contract.~~
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one additional one year period. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be 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) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
7. **Conflict of Interest – Contractor's Personnel:** 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 subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business 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. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
11. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
12. **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.
13. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

14. **County of Orange Child Support Enforcement:** Contractor certifies it 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 with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”
15. **Data – Title To:** 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.
16. **Default – Reprourement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
17. **Disputes – Contract:**
 - A. 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 Deputy Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned 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.
 2. 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.
 - B. 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 Deputy 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. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

18. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract 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 a contract 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 "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract 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 http://www.edd.ca.gov/Employer_Services.htm

19. **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 the 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.
20. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection

for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **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.
22. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), 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 (4) 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: SouthTech Systems, Inc.
Attn: Jose Dominguez
4181 Flat Rock Drive, Suite 300
Riverside, CA 92505
Phone: 951.354.6104 ext. 1001
Fax: 951.354.6107
Email: jose.dominguez@southtechsystems.com

County: County of Orange, Clerk of the Board
Attn: Robin Stieler
333 W Santa Ana Blvd, Suite 465
Santa Ana, CA 92701
Phone: 714.834.2206
Email: robin.stieler@ocgov.com

Assigned DPA: County of Orange, Clerk of the Board
Attn: Ronald Galang
333 W Santa Ana Blvd, Suite 469
Santa Ana, CA 92701
Phone: 714.834.3458
Email: ronald.galang@ocgov.com

23. **Precedence:** The Contract documents consist of this Contract and its exhibits and 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 exhibits and attachments.

24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 performance of the Contract.
25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

Signature Page

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

SouthTech Systems Inc

Signature	Name	Title	Date
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Signature	Name	Title	Date
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COUNTY OF ORANGE

A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

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

Attachment A Scope of Work

Contractor agrees and acknowledges that it has granted the County a non-exclusive, non-transferable perpetual license for the “Comprehensive Agenda Management Solution” (CAMS) Software Suite of products consisting of Agenda Works and e-Agenda and all related modules with the accompanying documentation. Contractor further agrees and acknowledges that County is entitled to install the CAMS software on an enterprise wide basis for computer servers and workstations for use by the County, County Data Center and County department staff members utilizing CAMS software. Termination or expiration of this Contract shall not divest the County of the perpetual license to all the Software Programs listed in Attachment A.

- a. **Use.** The CAMS software suite of products is licensed to the County for the preparation of the Board of Supervisors’ agenda and related documents. CAMS’ use is limited to the department designated by the Board of Supervisors to prepare the County of Orange Board of Supervisors’ Agenda. The e-Agenda System is authorized for use on an “enterprise wide basis” for use by all County department staff that plan, prepare, collaborate, and file Agenda Staff Reports (ASRs) and related documents with the County.
- b. **Copy of Software.** The Contractor will provide a single copy of the source code to the County to hold off site as protection from disasters or for the County to be able to continue use of the Software Programs if Contractor ceases to exist. The County will not sell, distribute or reuse the source code in any manner that is not authorized by the Contractor.
- c. **Server Use.** County may use the software on a client device or as a server within a multi-user or networked environment.

The following software products are included within the scope of the CAMS Software Maintenance and Technical Support Agreement:

The Agenda Works System Modules include:

- Agenda Import from e-Agenda
- Agenda Builder
- Agenda Publisher
- Agenda Search and Retrieval(client version)
- CD Publisher
- Agenda Web Publisher for Internet/Intranet
- e-Agenda on iPad

The e-Agenda System Modules included:

- System Configuration Wizard
- Agenda Planner
- Agenda Questionnaire Wizard
- Agenda Staff Report Questionnaire
- Agenda Docs (templates)
- Staff Report Workshare Configuration Wizard
- Agenda Staff Report Workshare
- Export to Agenda Works
- e-Agenda Search.NET

1. **Annual Software Maintenance and Technical Support Services Agreement**

The Contractor shall provide the following benefits and the following software maintenance and technical support services for the Software Programs, the cost specified in Attachment B.

A. **Product Updates and System Upgrades**

The Contractor shall provide product updates for the Software Programs, including new features and system updates. Updates shall include, but are not limited to, fixes for program errors, malfunctions and bugs, software enhancements and new features released during the term of the Contract period. Product updates will not include the release of products designated as “new products” for which Contractor charges a separate license fee.

Contractor shall provide software updates, which include programming and implementation support of any changes in the application software to maintain compatibility with upgrades of the County’s operating environment to a new version of the Microsoft network, database server and operating systems. Changes outside normal Microsoft product updates are not included. The County must notify the Contractor in advance of a system upgrade so that appropriate testing and scheduling of staff time can be completed. A minimum of 30 days notice is required for such upgrade projects. If the County makes a change to the operating environment without such notification, any work required by the Contractor to update the application software is subject to professional service charges at standard Contractor published rates.

Contractor’s system upgrade responsibilities include coordination with the County for the purchase and installation of any digital certificate required for authentication and security, which the County requests for the CAMS applications.

The Contractor will furnish, install, integrate and test periodic software upgrades to the Software Programs. All upgrades/fixes will be reviewed by the County’s Project Manager to determine readiness and impact on other areas prior to implementation in the production environment. The County’s Project Manager and the Contractor will coordinate all proposed software upgrade or fixes and determine the best course of action for implementing these changes. Software Program upgrades will generally be completed during normal business hours. Upon County’s request, special arrangements for testing during non-business hours and weekends may be scheduled to avoid a disruption in normal business operations.

B. **Technical Product Support**

The Contractor will provide telephone technical support services for product support for any system error or malfunction. Telephone technical support services may include, but are not limited to, problem diagnosis, guidance on operating features, and discussions on how to correct a system problem. Telephone support will available during normal business hours of Monday – Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding County holidays. Issues requiring telephone technical support may include, but are not limited to:

- Minor end-user problems with system not operating properly
- Customer problems related to staff report and exhibit workflow
- Application lockup
- Questions regarding system configuration
- Questions regarding system security, privileges and access
- Assistance to County personnel to troubleshoot network, server and database problems
- Research and correct database error reports
- Integration performance problems between e-Agenda and AgendaWorks systems and their respective modules

C. Initial Call Back Response Time Frame

Contractor shall respond to service requests from the County within one (1) hour after receipt of a telephone request to obtain detailed information about the request. Contractor and County's Project Manager shall mutually determine the necessary action required to resolve a request for service. The County personnel will make operational and technical information available to Contractor if needed to determine the severity of the support request and the appropriate response.

D. On-Site Services

Contract shall respond to request from the County for on-site services within eight (8) business hours of receipts of the request. Issues requiring on-site services may include, but are not limited to:

- Application problem report that could not be resolved by County personnel and the Contractors customer service through remote troubleshooting and diagnosis
- Installation of software updates that resolve critical problems
- System malfunction problem research
- Software upgrades
- Database corruption problems
- Application update testing
- Third party software integration and version upgrades

E. Preventive Systems Maintenance/Support

Contractor will perform system monitoring and preventive maintenance to maximize systems performance and reduce system down time or failure. On-site preventive maintenance will generally occur during normal business hours; however certain preventive maintenance operations, especially on system databases, shall be performed during non-business hours to minimize any disruption to services. Contractor and County's Project Manager shall mutually determine which services are provided during non-business hours. Contractor will provide the County with advance notification of any proposed preventive systems maintenance modifications, and coordinate scheduling of such modifications with County's Project Manager.

F. Emergency Maintenance Services

Contractor shall respond on-site within four (4) business hours to emergency service requests that relate to the system being either inoperable (down) or non-functioning. County's Project Manager shall determine which requests require an emergency response from Contractor. Issues requiring an emergency service request may include, but are not limited to, corruption or complete system shutdown during a period of time when use of the system is needed to meet production/regulatory deadlines. County and Contractor shall first attempt to resolve the problem using telephone technical support services.

G. Status Reports

Upon request of the County, and with reasonable notice, one or more members of Contractor's senior level staff will attend up to four (4) on-site status report meetings during each Annual Software Maintenance and Technical Support Period, and a conference call to review current status of all projects and systems performance with County department management and Information Systems staff during the

months when an on-site status meeting does not occur. Contractor shall provide a written status report at such meetings and conference calls.

H. Software Performance Review

The Contractor shall perform an on-site software performance review for up to eight (8) hours during each Annual Software Maintenance and Technical Support Period, upon request by County's Project Manager. The performance review will consist of the following observations and tests:

- a. Run utility routines to verify each record in the database and produce a report for any errors found.
- b. Perform a database management review to determine if data base reorganizations have been successfully completed each month.
- c. Review error logs for the quarter and determine if any corrective action is necessary.
- d. Verify client has back up of current version of application source code.
- e. Run database analyzer to identify areas that can be optimized for the database query process.
- f. Review with operations and IT management suggestions for system enhancements and improvements to user interface.
- g. Review with operations and IT management system functions to determine if they continue to meet all legal requirements and identify any needed modifications to meet changes to regulations.
- h. Review performance history of outside third party software that is integrated with the application.

The Contractor will prepare a Maintenance Status Report to document the results of the review and recommend any follow up action required to correct problems or improve performance.

I. Minor Modifications/Major Modifications

The Contractor shall provide at no additional cost up to 120 hours of programming service during each Annual Software Maintenance and Technical Support Period, upon County's request. These work requests shall cover software modification needed including, but not limited to, changes in the County's business process, regulations and legal requirements. All modifications or changes to the CAMS products must be authorized by work requests approved by the County's Project Manager.

Attachment B Payment/Compensation

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for CAMS Software Maintenance and Technical Support as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this ~~Contract~~ Amendment No. 1, as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of the County Contract Terms and Conditions.**

2. Fees and Charges: ~~_County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:~~

~~Contract Annual Amount Shall Not Exceed: \$75,000.00~~

~~Contractor shall submit twelve (12) qualified monthly invoices payable 30 days in advance at a monthly flat rate fee of \$6,240.54.~~

County will pay the following fees in accordance with the provisions of this Amendment No. 1. Payment shall be as follows:

Year 2: September 01, 2018 - August 31, 2019

This Amendment No. 1 Annual Flat Fee Amount Shall Not Exceed \$67,950.00.

Contractor will submit One (1) qualified invoice payable 30 days in advance of the beginning of the contract year at annual flat fee of \$67,950.00.

Year 3: September 01, 2019-August 31, 2020

This Amendment No. 1 Annual Flat Fee Amount Shall Not Exceed \$67,950.00

Contractor will submit One (1) qualified invoice payable 30 days in advance of the beginning of the contract year at annual flat fee of \$67,950.00.

The total price of the Contract and this Amendment No. 1, for the Years 1, 2, and 3, shall not exceed \$210,900. The total amount of payment under this Amendment No. 1, for the years 2 and 3, shall not exceed \$135,900.00.

2. **Price Increase/Decreases:** No price increases will be permitted during the ~~first period-term~~ of the ~~this Contract~~ Amendment No. 1. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will

remain firm during the period of the ~~Contract~~ Amendment No. 1. Adjustments increasing the Contractor's profit will not be allowed.

3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this ~~Contract~~ Amendment No. 1.
4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this ~~Contract~~ Amendment No. 1.
5. **Payment Terms – Payment in Advance:** Invoices are payable 30 days in advance, unless otherwise directed in this ~~Contract~~ Amendment No. 1. Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this ~~Contract~~ Amendment No. 1. Vendor shall reference Contract number on invoice. 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.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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~~ Amendment No. 1 and shall not be construed as acceptance of any part of the goods or services.

~~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 goods or services.~~

Should the Amendment No. 1 be terminated prior to the expiration date by the Contractor, or by County for cause – to include failure to deliver services as promised, the Contractor shall promptly refund to the County one twelfth (1/12) of the fees paid in advance, for the terminated services for each month remaining in the Amendment No.1 term, which shall be computed based upon the date of written of termination.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address

- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

OC Clerk of the Board of Supervisors
Attn: Admin/Files Management Division
333 W Santa Ana Blvd, Suite 469
Santa Ana, CA 92701