

AMENDMENT NUMBER ~~ONE~~ TWO
 TO
 CONTRACT NUMBER MA-060-12010532
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 COMPUTER DEDUCTIONS INC

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-12010532 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Computer Deductions, Inc., with a business address of 8680 Greenback Lane, Ste 210, Orangevale, CA 95662-3970 (hereinafter "CONTRACTOR"), is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for the Software Development and Maintenance Support on November 8, 2011, as Contract Number MA-060-12010532 (hereinafter "ORIGINAL CONTRACT") for a three-year term of December 1, 2011 through and including November 30, 2014, renewable for two (2) additional, one-year terms; and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended Attachment A of the ORIGINAL CONTRACT ~~to have CONTRACTOR perform a~~ for a one-time service for OCATS II Installation ~~at an additional cost of \$315,000 for the contract~~ with a revised not to exceed amount ~~to become~~ of \$2,523,941.00 and to renewed the ORIGINAL CONTRACT, as Contract Number MA-060-15010659 on November 25, 2014, for the period of ~~a one year term of~~ December 7, 2014 through and including December 6, 2015, (hereinafter "AMENDMENT NUMBER ONE) ~~and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER ONE;~~

WHEREAS, COUNTY desires to administratively correct AMENDMENT NUMBER ONE Contract Number to MA-060-15010660 and Contract period to December 1, 2014 through and including November 30, 2015;

WHEREAS, COUNTY desires to renew ORIGINAL CONTRACT for a one year term of December 1, 2015 through and including November 30, 2016 as Contract Number MA-060-16010742; add two (2) additional Technical Consultants for additional support; as well as to increase the option year five (5) Contract value of \$2,208,941.00 by \$519,417.00 for a revised not to exceed amount of \$2,728,358.00; and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE;

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

1. ARTICLES

a. Additional Terms and Conditions, Paragraph 2 “Term of Contract” of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract: This Contract shall commence upon execution of all necessary signatures, and continue in effect from 12/1/11 through and including 11/30/15, unless otherwise terminated by COUNTY. The period of 12/1/11 through and including 11/30/14 shall be known as Contract Number MA-060-12010532. The period of 12/1/14 through and including 11/30/15 shall be known as Contract Number MA-060-15010660. The period of 12/1/15 through and including 11/30/16 shall be known as Contract Number MA-060-16010742. This Contract may not be renewed.

~~This Contract may be renewed for one (1) separate additional, one (1) year terms upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. County does not have to give reason if it elects not to renew.~~

~~b. Attachment A, Scope of Work/Pricing of the ORIGINAL CONTRACT is amended to add paragraph 13 to Section I “Services” for one-time project services as follows:~~

~~I. Services~~

~~13. Add one-time services for OCATS II Installation Services, including Migration, Deliver, Implementation and Support.~~

~~a. This one-time service is for a Turn-Key service to include all design, development, testing and go-live implementation.~~

~~b. This new implementation referred to as OCATS II will be open system-based-written-in JAVA and able to run on a clustered Microsoft 2012 server platform with SQL server supporting database.~~

~~c. Analyze the existing product and environment. Develop the requirements definitions to include a Project Plan.~~

~~d. Create a development environment to replicate the end-product and back-up environment of OCSD with the new OCATS (“OCATS II”).~~

~~e. Modify the LINUX-based CLETS application for use at OCSD for its new OCATS II.~~

~~1. Must be developed in the new development environment.~~

~~2. Develop OCATS II to replace all functions and integrations of the current OCATS.~~

~~f. Modify ELETE to work with OCATS II and complete the back-up installation of OCATS II.~~

~~g. Final deployment of OCATS II and new ELETE.~~

~~e. Attachment A, Scope of Work/Pricing of the ORIGINAL CONTRACT Section II "Compensation" Paragraph 4 is amended to increase year four compensation as follows:~~

~~H. Compensation: Total annual compensation for providing all good and services specified in this Scope of Work/Pricing attached to this Contract shall be as follows:~~

~~4. Option year four (4) shall not exceed: **\$2,523,941.00**~~

~~(Annual renewal of \$2,208,941.00, plus \$315,000.00)~~

~~d. Attachment A, Scope of Work/Pricing of the ORIGINAL CONTACT is amended to add Section III "One-Time Project Payment Schedule for OCATS II Installation Services" as follows:~~

~~III. One-Time Project Payment Schedule for OCATS II Installation Services~~

~~1. Each payment described below in Paragraph 2 of this Section shall require completion approval by OCS D Management. Upon approval, Contractor will invoice in the approved amount for payment.~~

~~2. Payments shall be made pursuant to the completion of project phases as described in the table below. Each phase described below refers to a subparagraph in newly added Paragraph 13 of Section I:~~

Item No	Project Phase	Amount
001	Project Start/Contract Signing	\$45,000
002	Services 13 (c) Completed	\$45,000
003	Services 13 (d) Completed	\$45,000
004	Services 13 (e) Completed	\$60,000
005	Services 13 (f) Completed	\$60,000
006	Services 13 (g) Completed	\$60,000
	TOTAL PAYMENTS	\$315,000

~~b. Attachment A, Scope of Work/Pricing of the ORIGINAL CONTRACT Section I "Services" is amended to add Paragraph 14 as follows:~~

~~I. Services~~

~~14. Contractor will provide two (2) additional Technical Consultants for additional support in providing services under this Contract for the period of 12/1/15 through and including 11/30/16.~~

c. Attachment A, Scope of Work/Pricing of the ORIGINAL CONTRACT Section II “Compensation” Paragraph 5 is amended to increase year five compensation as follows:

II. Compensation: Total annual compensation for providing all good and services specified in this Scope of Work/Pricing attached to this Contract shall be as follows:

5. Option year five (5) shall not exceed: **\$2,728,358.00.**

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-12010532) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-15010660) is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the parties that would have been terminated on November 30, 2014~~5~~ are hereby extended to November 30, 2015~~6~~.

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IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~ONE~~-TWO to Contract MA-060-12010532.

***Contractor: Computer Deductions, Inc.**

By: _____ Title: _____

Print Name: _____ Date: _____

***Contractor: Computer Deductions, Inc.**

By: _____ Title: _____

Print Name: _____ Date: _____

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Date: _____

Approved by the Board of Supervisors on: _____

Approved as to Form
Office of the County Counsel

By: _____

Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-12010532)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-15010660)