



**Amendment No. Two
To Contract No. MA-074-17011004
for Rating Services for the County and Educational Investment Pools**

This Amendment No. Two to Contract No. MA-074-17011004 hereinafter referred to as "ORIGINAL 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, through its Treasurer-Tax Collector with a place of business at 625 N. Ross St., Building 11, Rm G-58, Santa Ana; hereinafter referred to as "County" and S & P Global Ratings, acting through Standard & Poor's Financial Services, LLC, having its principal place of business at 55 Water Street, New York, New York hereinafter referred to as "Standard & Poor's" or "Contractor", with County and Contractor sometimes referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the County and Standard & Poor's entered into Contract No. MA-074-17011004 for Rating Services for the Orange County Money Market Fund and Orange County Educational Money Market Fund, effective from December 1, 2016 through November 30, 2017, renewable for a one-year term in the amount not-to-exceed \$28,000; and

WHEREAS, the Parties executed Amendment No. One to 1) renew the ORIGINAL Contract for one year, effective December 1, 2017 through November 30, 2018, in the amount not-to-exceed \$28,000 and 2) add the County requirement for County of Orange Child Support Enforcement to the Contract.

WHEREAS, the Parties desire to execute this Amendment No. Two to 1) extend the ORIGINAL Contract for one two-year period, effective December 1, 2018 through November 30, 2020, in the amount not-to-exceed \$56,000 and 2) add to the terms and conditions three sections entitled Change of Ownership/Name, Litigation Status, and Conflicts with County Interests.

NOW, THEREFORE, the parties mutually agree:

1. **Term:** ORIGINAL Contract No. MA-074-17011004 shall be extended for one two-year period, commencing from December 1, 2018 through November 30, 2020.
2. **Compensation:** The Compensation paid to Contractor for the term commencing December 1, 2018 through November 30, 2020 shall be \$28,000 annually, with a not-to-exceed amount of \$56,000.
3. **Terms and Conditions:** The following terms and conditions are added to the Original Contract:
 - a. Change of Ownership/Name: 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 the terms of sale or other instruments of 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. In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract.

- b. Litigation Status: The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.
 - c. Conflicts with County Interests: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.
4. Except as amended herein, all other terms and conditions, including the terms and conditions of the ORIGINAL Contract and any other amendments are incorporated by this reference as fully set forth herein and shall remain unchanged, and in full force and effect.

Signature Page follows

Standard & Poor's

MA-074-17011004

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

CONTRACTOR*

Anthony Ivancich Director
Print Name Title

[Signature] 10-25-18
Signature Date

Marc Hughes Director
Print Name Title

[Signature] 10-25-18
Signature Date

* 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 signature to bind the company.

County of Orange, a political subdivision of the State of California
Office of Treasurer-Tax Collector

Deputy Purchasing Agent (Print Name)

Signature Date

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, CA

By [Signature]
Ronald T. Magsaysay, Deputy

Date: 10-25-2018