

AMENDMENT NUMBER ~~FOUR~~FIVE
TO
CONTRACT MA-060-18010198
BETWEEN THE
COUNTY OF ORANGE
AND
SIDEPATH, INC.

This AMENDMENT NUMBER ~~FOUR~~FIVE to Contract number MA-060-18010198 (hereinafter "AMENDMENT NUMBER ~~FOUR~~FIVE") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY") and Sidepath, Inc. (hereinafter "CONTRACTOR") with a business address of 22892 Mill Creek Dr., Laguna Hills, CA 92653, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, the Minnesota WSCA-NASPO Cooperative Purchasing Program has issued a NASPO ValuePoint Master Agreement as No. MNWNC-109 now in effect from April 1, 2015, through and including June 30, 2021 and CONTRACTOR is authorized as a reseller to provide EMC Corporation Computer Equipment: Storage Related Peripherals & Services under the WSCA-NASPO ValuePoint contract; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract pursuant to the WSCA-NASPO contract for EMC Corporation Computer Equipment: Storage Related Peripherals & Services on September 12, 2017, (hereinafter "ORIGINAL CONTRACT"), for the term of September 12, 2017 through and including March 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on March 10, 2020 as Contract Number MA-060-20010908 (hereinafter "AMENDMENT NUMBER ONE") for a term of April 1, 2020 through and including June 30, 2021, in an amount not to exceed \$2,500,000; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on April 27, 2021 (hereinafter "AMENDMENT NUMBER TWO") and amended ATTACHMENT A, Scope of Work and ATTACHMENT B, Compensation and Pricing Provisions increasing the Contract not to exceed amount of \$2,500,000 by \$1,948,283.21 for a new Contract not to exceed amount of \$4,448,283.21; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 22, 2022 for a one-year and one (1) month term of July 1, 2021 through and including July, 31 2022 co-terminating with the NASPO ValuePoint Master Agreement, and amended ATTACHMENT B, Compensation and Pricing Provisions in a Contract not to exceed amount of \$2,500,000 (hereinafter "AMENDMENT NUMBER THREE"); and

WHEREAS, the Minnesota WSCA-NASPO Cooperative Purchasing Program has issued an extension to NASPO ValuePoint Master Agreement as No. MNWNC-109, extending the NASPO ValuePoint Master Agreement to February 28, 2023, at the same prices, terms and conditions; and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ extended the ORIGINAL CONTRACT for the term of August 1, 2022 through and including February 28, 2023 in an amount not

to exceed \$2,500,000 (hereinafter "AMENDMENT NUMBER FOUR"); ~~and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

WHEREAS, the State of Minnesota WSCA-NASPO Cooperative Purchasing Program has issued an extension to NASPO ValuePoint Contract No. MNWNC-109, extending the NASPO ValuePoint Master Agreement to July 31, 2023, at the same prices, terms and conditions; and

WHEREAS, COUNTY desires to extend the ORIGINAL CONTRACT through and including July 31, 2023 with no monetary increase to the not to exceed amount and the CONTRACTOR has agreed to provide those 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. ARTICLES

a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Term of Contract:

This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 9/12/17 through and including ~~2/28/23~~7/31/23, unless otherwise terminated by COUNTY. The period of 9/12/17 through and including 3/31/20 shall be known as Contract MA-060-18010198. The period of 4/1/20 through and including ~~2/28/23~~7/31/23 shall be known as Contract MA-060-20010908. This Contract may not be renewed.

b. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

Contract amount shall not exceed \$2,500,000 for the Contract term August 1, 2022 through and including ~~February 28, 2023~~ July 31, 2023.

Orange County sales and district taxes are authorized to be paid against this Contract.

2. A true and correct copy of the ORIGINAL CONTRACT is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR is attached hereto as Exhibit E and incorporated by this reference.

7. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, ~~and AMENDMENT NUMBER TWO and AMENDMENT NUMBER THREE~~ though AMENDMENT NUMBER FOUR except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~FOUR~~ FIVE remain unchanged and in full force and effect.

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~FOUR~~ FIVE to Contract number MA-060-18010198.

*Contractor: Sidepath, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Sidepath, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (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 signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18010198)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-20010908)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-20010908)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-20010908)

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-20010908)