



**AMENDMENT ONE
TO CONTRACT MA-063-21011347
WITH
TRYFACTA INC.**

This Amendment (referred to as "Amendment One") is made and entered into as of the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California with place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and Tryfacta Inc., with a place of business at 4637 Chabot Drive, Pleasanton, CA 94588 (referred to as "Contractor"), for Temporary Help Services. County and Contractor may be individually referred to as "Party," or collectively referred to as "Parties."

WHEREAS, the County and Contractor entered into a Subordinate Contract MA-063-21011347 (referred to as "Contract"), in the amount of \$3,130,000 effective August 1, 2021 through July 31, 2024 per the terms, conditions and pricing of Country of Orange, County Procurement Office (CPO) Regional Cooperative Agreement RCA-017-21010020, effective May 25, 2021 through May 24, 2026; and

WHEREAS, both Parties desire to amend the Contract to renew for one (1) additional term effective August 1, 2024 through May 24, 2026; and

WHEREAS, the Parties desire to amend the Contract to update Article 6 of the Contract; and

WHEREAS, the Parties desire to amend the Contract to add Article 7 to the Contract; and

NOW THEREFORE, the Parties agree as follows:

1. Renew Contract for one term effective August 1, 2024 through May 24, 2026, with a new not to exceed aggregate Contract amount of \$2,016,000.00 shared between 22nd Century Technologies, Inc., Lloyd Staffing Inc., Tryfacta Inc., Amtec Human Capital Inc., and Athena Consulting LLC.
2. Article 6 shall be amended to read in its entirety as follows:
 6. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, 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 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.

FOR COUNTY:	COPY TO:
County of Orange	County Of Orange
SSA/Procurement Services	SSA/ Human Resources
500 N. State College Blvd., Suite 100	500 N. State College Blvd.
Orange, CA 92868-1673	Orange, CA 92868-1673
Attn: Susana Vega	Attn: Jackie Sanchez
Telephone: (714) 541-7768	Telephone: (714) 585-6963
Email: susana.vega@ssa.ocgov.com	Email: Jackelyn.Sanchez@ssa.ocgov.com

FOR CONTRACTOR:
Tryfacta, Inc.
4637 Chabot Drive
Pleasanton, CA 94588



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TO CONTRACT MA-063-21011347**

Attn: Pam Kaur
Telephone: (669) 305-7377
Email: pam.kaur@tryfacta.com

3. Article 7 shall be added to Contract as follows:

7. Payment in Advance/Partial Payment for June Invoices: Contractor may submit a full or partial invoice to County up to thirty (30) calendar days in advance of Contractor providing the services and/or goods described in the RCA for the month of June during the term of the Contract. County's payment of a submitted invoice will be net thirty (30) calendar days after the invoice is received in a format acceptable to County and is verified and approved by County, subject to County's routine processing requirements.

The responsibility for providing an acceptable invoice rests with Contractor. All submitted invoices must reference the Contract number and include all information required by the invoicing instructions provision. An invoice may only cover services and/or goods not covered on a previously submitted invoice.

Contractor must refund to County any money County paid in advance to Contractor when the services and/or goods do not meet the Contract requirements or the services and/or goods are not provided, including when the services and/or goods are not provided due to termination of the Contract pursuant to Article K of the RCA. Further, payments made by County do not preclude the right of County from thereafter disputing any services and/or goods involved or paid under this Contract and must not be construed as acceptance of any part of the services and/or goods.

4. All terms and conditions, amendments/modifications of the RCA are hereby incorporated herein by this reference into renewed Contract MA-063-21011347. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

-----Signature page follows-----

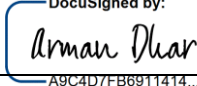
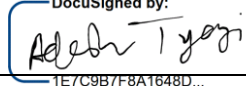


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SIGNATURE PAGE

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

TRYFACTA INC.*

By		By	
Print Name	Arman Dhar	Print Name	Adesh Tyagi
Title	VP of Operations	Title	President
Date	3/13/2024 12:10:30 PM PDT	Date	3/13/2024 12:20:38 PM PDT

*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 (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document 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 signator to bind the corporation.

COUNTY OF ORANGE

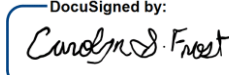
a political subdivision of the State of California

By	_____	_____
	Print Name	Title
	_____	_____
	Signature	Date

COUNTY OF ORANGE

COUNTY COUNSEL

Approved as to Form:

By		3/13/2024 12:22:02 PM PDT
	Deputy County Counsel	Date