

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-20010875
BETWEEN THE
COUNTY OF ORANGE
AND
NICHEVISION FORENSICS, LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-20010875 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and NicheVision Forensics, LLC (hereinafter "CONTRACTOR") with a place of business at 526 S. Main St., Suite 714G, Akron, OH 44311 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for STRmix Probabilistic Software on September 14, 2021, as Contract number MA-060-20010875 (hereinafter "ORIGINAL CONTRACT"), for a two (2) year term of January 1, 2020 through and including December 31, 2022 in a not to exceed amount of \$127,812.50, renewable for two (2) additional one-year terms; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of January 1, 2023 through and including December 31, 2023 as Contract Number MA-060-22010470, as well as modify ATTACHMENT A, Scope of Work, Section 4. Training, Support, Maintenance, and Upgrades, and ATTACHMENT B, Compensation and Pricing Provisions, Section 2. Fees and Charges of the ORIGINAL CONTRACT in a not to exceed amount of \$38,437.50, and the CONTRACTOR has agreed to continue to provide those goods/services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT 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, Section 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 1/1/2020 through and including 12/31/2023, unless otherwise terminated by COUNTY.

- b. Additional Terms and Conditions, Section 3 – Renewal, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for a one (1) year term. 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.

- c. Attachment A, Scope of Work, Section 4. Training, Support, Maintenance, and Upgrades of the ORIGINAL CONTRACT is amended in part as follows:

4. Training, Support, Maintenance, and Upgrades:

- Contractor shall provide a maintenance and upgrade plan that includes all new point and major version releases at no additional charge.
- **All technical support necessary to install and operate the new software versions and updates, including expert resolution of general STRmix Scientific Support questions for a 12-month period from 1/1/2023 to 12/31/2023.**
- Scientific support includes trouble shooting, case specific queries, general email queries and advice, but excludes validation, platform upgrade or version upgrade support.

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

Line No.	QTY.	Item No.	Description	Unit	Price	Extended Price
1	10	STR-AM	STRmix Annual Upgrade and Maintenance – Includes all new point and major version releases as well as expert resolution of general STRmix Scientific Support questions for a 12 month period from 1/1/2023 to 12/31/2023. Scientific support includes trouble shooting, case specific queries, general email queries and advice, but excludes validation, platform upgrade or version upgrade support.	Each	\$3,843.75	\$38,437.50
Sales Tax (electronically download)						\$0.00

Contract shall not exceed \$38,437.50 for the term of 1/1/2023 through and including 12/31/2023.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-20010875) is attached hereto as Exhibit A and incorporated by this reference.

3. 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.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE to ORIGINAL CONTRACT MA-060-20010875

Contractor*: NicheVision Forensics, LLC

By: [Signature] Title: VP & Treasurer
Print Name: Victor Melos Date: 10/26/2022

Contractor*: NicheVision Forensics, LLC

By: [Signature] Title: VP & Treasurer
Print Name: Victor Melos Date: 10/26/2022

**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: Liz Pejeau
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-20010875)