

SECOND AMENDMENT TO AGREEMENT FOR SUPPORT SERVICES

This amendment ("Second Amendment") dated May ____, 2020 ("Effective Date") is by and between County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and CherryRoad Technologies Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, On April 7, 2015 the parties entered into an agreement for Support Services (the "Agreement"); and

WHEREAS, On April 8, 2018 the parties amended ("First Amendment") the Agreement to revise the Scope of Work, extend the term, and provide for additional compensation; and

WHEREAS, as part of an Enterprise Financial System ("EFS") strategic initiative to develop a Long Term Managed Services Strategy, the County desires to further extend the term of the Agreement to ensure that Contractor's expert services are in place:

- (a) In the event of unanticipated critical system issues that County resources are unable to resolve in a timely fashion; and
- (b) To augment County Enterprise Financial System Support Organization Staff as needed; and
- (c) To provide development and implementation services for strategic initiatives deemed desirable and beneficial to the County; and

NOW, THEREFORE, the parties, agreeing that it is necessary to further modify the Agreement, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, hereby amend the Agreement as follows:

1. The Scope of Work, attached to the Agreement as Exhibit A, and amended by the First Amendment, is hereby amended to include the following language:

The rates will be determined by the type(s) of service provided and the appropriate level of resource(s) provided by Contractor but will be within the Contractor's established billing rate structure of \$135 - \$195 per hour.

2. The following is added to Section 2 of the Agreement:

Upon mutual agreement of the parties, the Agreement is hereby extended until June 30, 2023; with two (2), one (1) year renewal options for the periods ending June 30, 2024, and June 30, 2025.

3. The second paragraph of Section 4 (Compensation) of the Agreement, and amended by the First Amendment, is hereby deleted and replaced with the following:

The total payments made for services, including travel, performed pursuant to this Agreement shall not exceed TWO MILLION THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED DOLLARS (\$2,370,600).

4. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the Services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

5. Except as set forth in this Second Amendment, the Agreement between the County and Contractor is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Amendment and the Agreement, the terms of this Second Amendment will prevail.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made part hereof, the parties have executed this Second Amendment by having their authorized representatives affix their signatures below.

CONTRACTOR:

CherryRoad Technologies Inc.

COUNTY: COUNTY OF SONOMA

Auditor-Controller-Treasurer-Tax Collector

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNSEL:

By: _____

Date: _____