





**SUPPLEMENTAL AGENDA STAFF REPORT**

**ASR Control**

**MEETING DATE:** 04/03/12  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Sheriff-Coroner  
**DEPARTMENT CONTACT PERSON(S):** Executive Director Rick Dostal (714) 647-1803  
 Kirk Wilkerson (714) 834-6450

**SUBJECT:** Six-Month Extension of Contract with Randstad Technologies

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD  
Discussion  
3 Votes Board Majority

**Budgeted:** Yes                      **Current Year Cost:** \$273,908                      **Annual Cost:** \$547,816

**Staffing Impact:** No                      **# of Positions:**                      **Sole Source:** Yes

**Current Fiscal Year Revenue:** N/A  
**Funding Source:** Proposition 172: 100%

**Prior Board Action:** 3/30/10, Item #36; 3/22/11, Item #31

**RECOMMENDED ACTION(S):**

Authorize the County Purchasing Agent or his authorized Deputy to execute Amendment Four to Agreement MA-060-11011620 with Randstad North America L.P. dba Randstad Technologies, L.P. for information technology services, extending the current term of the agreement by six months, commencing 4/8/12 through 10/7/12, and increasing the amount by \$547,816.

**SUMMARY:**

The Sheriff-Coroner requests authorization for the Purchasing Agent to extend the sole source agreement for information technology services with Randstad North America L.P. dba Randstad Technologies L.P. for six months, and increasing the contract amount by \$547,816 for a new amount not to exceed \$1,642,000 for the period ending 10/7/12.

**BACKGROUND INFORMATION:**

The agreement with Randstad Technologies (previously Sapphire Technologies) provides information technology personnel services, including high level technical staffing to augment Department staff for Department-wide hardware and software support in the following areas: Desktop Support, Mobile Data

Computer (MDC) Support, Network Support, and Web Development. The Sheriff's Department has been utilizing Randstad Technologies for this specialized technical staffing for several years.

Randstad Technologies developed and refined applications that are unique to the Department. For example, Randstad Technologies developed and programmed web applications such as the graffiti tracking system (TAGRS), Immigration and Customs Enforcement (ICE), Deputy Training Tracking and Crime Statistical reporting. Randstad personnel developed Internet web applications on the Sheriff-Coroner's public website such as Who's In Jail, Arrest Log, Arrest Warrants, Sheriff's Blotter, and Crime Stats. They currently support these applications with upgrades, enhancements and troubleshooting. Randstad Technologies also designed and configured the Sheriff-Coroner's Wide Area Network (WAN) and Local Area Network (LAN) and has demonstrated expertise in supporting these networks. Randstad Technologies also developed expertise in Mobile Data Computer applications running on patrol vehicle laptops including NetMotion Wireless, GST Mapper, Vision Mobile, ELETE, and Microsoft Enterprise Applications. Most of these systems are essential and can't be shut down for any period of time. A lapse in service would have severe consequences, including a high chance of system failure.

The agreement was originally approved by the Board on April 7, 2009 for a one-year period, renewable for two additional one-year periods in the amount of \$1,583,000 per year. Amendment One to the agreement, approved by the Board on March 30, 2010, renewed the agreement for the first renewal period in the reduced amount of \$1,300,000, an 18% reduction, pursuant to the Department's efforts to reduce contract costs. Amendment Two, approved by the Board on March 22, 2011, renewed the agreement for the second and final renewal year in the amount of \$1,094,184, a 15.8% reduction. Amendment Three approved the contractor's name change from Sapphire Technologies to Randstad Technologies.

Proposed Amendment Four will extend the expiration date of the contract by six months, for a new expiration date of October 7, 2012. The extension is requested in order to provide adequate time to evaluate options for provision of these services.

A copy of the amendment is available for review in the office of the Clerk of the Board.

**FINANCIAL IMPACT:**

Funding for this contract is included in the Sheriff-Coroner's FY 2011-12 budget and will be requested in the Sheriff-Coroner's FY 2012-13 budget.

**STAFFING IMPACT:**

N/A

**EXHIBIT(S):**

Amendment Four  
Sole Source Justification  
Redline/Highlight Version of Amendment

**AMENDMENT NUMBER FOUR  
TO  
AGREEMENT MA-060-11011620  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANDSTAD NORTH AMERICA, L.P. dba RANDSTAD TECHNOLOGIES, L.P.**

This AMENDMENT NUMBER FOUR to Contract number MA-060-11011620 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Randstad North America, L.P. dba Randstad Technologies, L.P. (hereinafter referred to as "CONTRACTOR") with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880, is made and entered upon execution of all necessary signatures.

**RECITALS**

WHEREAS, on April 7, 2009, COUNTY and CONTRACTOR entered into a Contract for Information Technology Services, as Contract N1000010832 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of April 8, 2009 through and including April 7, 2010;

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT, as Contract number MA-060-10012303 (hereinafter "AMENDMENT NUMBER ONE"), renewing the term for one (1) year from April 8, 2010 through and including April 7, 2011 and reducing the not-to-exceed amount per Contract year from One Million Five Hundred Eighty-Three Thousand Dollars (\$1,583,000.00) to One Million Three Hundred Thousand Dollars (\$1,300,000.00); and

WHEREAS, on March 22, 2011, COUNTY and CONTRACTOR further amended the ORIGINAL AGREEMENT, as Contract number MA-060-11011620 (hereinafter "AMENDMENT NUMBER TWO"), renewing the term for one (1) year of April 8, 2011 through and including April 7, 2012 and amended Attachment B by, removed two (2) Information Systems Technician positions, modified the hourly rates of eight (8) positions, and reduced the not to exceed amount by Two Hundred Five Thousand Eight Hundred Sixteen Dollars (\$205,816.00) from One Million Three Hundred Thousand Dollars (\$1,300,000.00) to One Million Ninety-Four Thousand One Hundred Eighty Four Dollars (\$1,094,184.00); and

WHEREAS, on November 10, 2011, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") changed CONTRACTOR's name from Randstad North America, LP dba Sapphire Technologies, LP to Randstad North America, LP dba Randstad Technologies, LP; and

WHEREAS, COUNTY and CONTRACTOR desire to extend the current term of the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR") for six (6) months for a new term of April 8, 2011 through and including October 7, 2012 and also to

increase the fifth term not-to-exceed amount of the CONTRACT by Five Hundred Forty-Seven Thousand Eight Hundred Sixteen Dollars "\$547,816.00" to become One Million Six Hundred Forty-Two Thousand Dollars "\$1,642,000.00".

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. Articles

- a. Pages 6 & 7, Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

Term of Contract:

This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 4/8/09 through and including 10/7/12, unless otherwise terminated by COUNTY. The period of 4/8/09 through 4/7/10 shall be known as Contract number N1000010832. The period of 4/8/10 through 4/7/11 shall be known as Contract number MA-060-10012303. The period of 4/8/11 through 10/7/12 shall be known as Contract number MA-060-11011620.

- b. Page 18, Attachment B – Pricing, Section "Contract shall not exceed \$1,642,000.00 for year three" of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

Contract shall not exceed \$1,642,000.00 for fifth Contract term.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract number N1000010832) is attached hereto as Exhibit A and incorporated herein by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA-060-10012303) is attached hereto as Exhibit B and incorporated herein by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract number MA-060-11011620) is attached hereto as Exhibit C and incorporated herein by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract number MA-060-11011620) is attached hereto as Exhibit D and incorporated herein by this reference.
6. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and AMENDMENT NUMBER THREE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER FOUR to Contract number MA-060-11011620 for Information Technology Services.

\*Contractor: Randstad North America, LP dba Randstad Technologies, LP  
By: [Signature] Title: Executive Vice President  
Print Name: Robert Dilkey Date: March 28, 2012

\*Contractor: Randstad North America, LP dba Randstad Technologies, LP  
By: [Signature] Title: Treasurer + CFO  
Print Name: Ronald Tuccillo Date: March 28, 2012

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

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 on: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel

By: [Signature]  
Deputy

**Exhibit A**

**ORIGINAL AGREEMENT (Agreement N1000010832)**

**Contract N1000010832 For  
Information Technology Services**

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, Randstad North America LP dba Sapphire Technologies, LP with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, Sheriff Department with a place of business at 320 N. Flower Street, 2<sup>nd</sup> Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Information Technology Services.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, C, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), and Exhibit 2 (Blank EDD Reporting Requirement Compliance Form) which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither

Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**Insurance Provisions:** Prior to the provision of services under this Contract, The Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with, and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or AMBest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

**Coverage**

Commercial General Liability with broad

**Minimum Limits**

\$1,000,000 combined single

form property damage and contractual liability	limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies.

An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT, OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other

(and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **Additional Terms and Conditions**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure and receive goods/services from the Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective for one (1) year from that date, unless otherwise terminated by County. Contract may be renewed for up to two (2) additional one (1) year consecutive terms, upon mutual agreement of both

Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.

3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of the County. This obligation shall apply to the Contractor, the Contractor's employees, agents, relatives, sub tier Contractors and third parties associated with accomplishing the work hereunder.  

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.  

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager from providing services to the County under this Contract. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to the County under this Contract.
8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, the County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's project manager shall notify the Contractor's project manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.
9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
10. **Reprocurement Costs:** In the case of default by Contractor, the County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the

difference between the Contract cost and the price paid. The County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.

11. **EDD Independent Contractor Reporting Requirements (Blank Exhibit 2):** California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes a Contract for services performed or that business or government entity either in or outside of California.
12. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

13. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
14. **Notice:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

**For Contractor:**

Randstad North America LP dba Sapphire Technologies, LP  
60 Harvard Mill Square  
Wakefield, MA 01880  
Attn: Erin Varnado  
Ph: 949-253-3050 ext. 6048  
Fx: 949-253-3047

**For County:**

County of Orange  
Sheriff Department/Purchasing Services Bureau  
320 N. Flower Street, 2<sup>nd</sup> Floor  
Santa Ana, CA 92703  
Attn: Victor Cumberland - Buyer  
Ph: 714-834-6318  
Fx: 714-834-6411

15. **Incorporation:** This Contract, its Attachments A through C, Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), and Exhibit 2 (Blank EDD Reporting Requirement Compliance Form) are attached hereto and incorporated by reference and made a part of this Contract.

File folder: 581378 8  
Randstad North America LP dba Sapphire Technologies, LP

Contractor's Initial: \_\_\_\_\_  
Contract # N1000010832

16. **Data - Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
17. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
18. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
19. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

20. **Disputes-Contract:** A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
  - a. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

21. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, software, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, software, reports and other incidental or derivative work or finished materials shall be used by the Contractor without the express written consent of the County.

Signature Page

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

**Contractor:** Randstad North America LP dba Sapphire Technologies, LP

By: [Signature] Title: SR. VP  
Print Name: JOHN STUART Date: 3/2/09

**Contractor\*:** Randstad North America LP dba Sapphire Technologies, LP

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by the Board of Supervisors on: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA  
By: [Signature]  
Deputy  
Date: 3-13-09

## ATTACHMENT A

### Scope of Work

I. Contractor shall provide the following positions (as directed by County). Full descriptions shall be covered under Section II: Position Description and Duties of this Scope of Work:

1. Information Systems Technicians (7 total)
2. Senior Network engineer (1 total)
3. Network engineer (1 total)
4. Network Technician (1 total)
5. Senior Web Developer (1 total)
6. Network Services Support (1 total)

II. Position Description and Duties:

1. Information Systems Technicians - Desktop Support

Contractor shall have a strong working knowledge and understanding of computer hardware, MS XP operating system, system patches, Internet Explorer, and connections to Web based applications. Install various printers and know how to troubleshoot printer problems. Install and relocate PC Systems. Address inventory control and function with other team members in handling all electronic equipment.

Contractor shall support and maintain the following:

- 44 Sheriff-Coroner Department sites. Service shall be done from San Clemente Police Services in South County to Stanton Police Services in North County. Also, from Harbor Patrol in Dana Point to the Emergency Management Center at Loma Ridge.
- Support & maintain approximately 1600 desktop computers, 1200 printers, 300 individual Laptop and 265 MDC Units.

Duties:

- Troubleshoot PC freezes, slow processing, and no boot ups
- Provide training, support and instruction on Office X
- Install peripherals on Windows PCs (scanners, digital cameras, printers, handheld devices, zip drives, card readers, etc.)
- Replace defective components (monitors, keyboards, HDD, CD Drives, FDD, CPUs, power supplies, video cards, RAM, mouse, etc.)
- Migrate users profiles and documents between old and new PCs
- Relocate workstations
- Submit requests to hardware/software vendors for warranty replacement parts
- Answer Helpdesk phone as needed
- Monitor, Process, and update complete trouble tickets

- Perform analysis and completion of work requests that are assigned
- Provide 1<sup>st</sup> and 2<sup>nd</sup> level of support to Sheriff-Coroner Department (hereinafter referred to as "OCSD") user requests
- Deploy and configure new PCs
- Utilize Desktop Management software to resolve desktop problems
- Provide break/fix solutions for PC hardware and software
- Install and configure network/local printers
- Troubleshoot and repair printers
- Install transfer kits, drums, toners, ink cartridges
- Submit printer service requests to hardware/software vendors
- Troubleshoot network connectivity
- Install, configure, and support docking stations and laptops
- Install and configure hardware upgrades, memory, video/sound cards, CD writers, etc.
- Install and configure third party software
- Provide training support and instruction to users
- Perform maintenance on computers, which includes clearing hard drive temp files, scanning for ad/spy-ware, defrag, etc.
- Provide timely on-site service and support for 44 remote locations
- Provide client anti-virus support for the network

**Application Support:**

Contractor shall support and maintain the following systems:

- Enhanced Law Enforcement Terminal Emulator (ELETE)
- Automated Warrant Services System (AWSS)
- Automated Jail System (AJS)
- Local Arrest Records (LARS)
- Automated Check System (ACS)
- Central Juvenile Index (CJI)
- Computer Assisted Dispatch (CAD)
- Records Management System (RMS)
- Geographic Information Systems/Mapping (GIS)
- Document Imaging & Tracking (AX & WX)
- Digital Photo Line up (six pack) and Mugs programs.
- System Inventory Control System (ICS)
- Help Desk Service Call System
- Commissary System

- Property/Evidence Control System (PTS)
- Asset Control System (Check In/Out)
- E-mail (Exchange, Blackberry, GoodLink, Windows Mobile)
- InTime Scheduling Software/Watch list
- Harbor Patrol Mooring Tracking (HPMS)
- Air Support & Maintenance Logs (AMTS)

## 2. Information Systems Technicians - MDC Support

Contractor shall maintain the Mobile Data Systems (MDC), such duties include but not limited to:

- Deploy new laptop computers ensuring they have the proper connectivity and applications.
- Develop and maintain new images for the various laptop configurations.
- Evaluate and test new software and hardware for the mobile environment, patch and update management of all software.
- Maintain and service the MDC systems installed in 265 cars, motorcycles, and boats in locations throughout all of Orange County.
- Provide support for approximately 300 investigator laptops, inclusive of hardware, installations and applications.
- Perform MDS related tasks in software running on the laptops including Net Motion Wireless, Kaseya, GST Mapper, Vision Mobile, ELETE, and Microsoft Enterprise Applications
- Coordination with fleet maintenance or any County designee responsible for the management of Sheriff-Coroner's vehicles for the purpose of removing them from service for maintenance or installation of MDS equipment.
- Provide oversight of all MDS related hardware and software including insuring full license compliance.

## 3. Senior Network Engineer – Senior Network Support

Contractor shall be proficient with all types network cabling installation and troubleshooting. Duties shall include racking and cabling routers, switches, access points, and client side wireless and VPN troubleshooting.

Contractor shall plan, configure, install, manage, and monitor the OCSD network. Contractor shall manage and supervise the network engineer and the network technician. Contractor shall maintain approximately 90 routers, 85 switches, 85 access points, 7 firewalls, a 10 node wireless MESH network, 2 Intrusion Prevention devices, 2 Riverbed wide area network optimization devices, 2 Radius authentication servers, 2 Network management servers, all OCSD network VPN access and DOJ required leased line encryption.

Contractor shall provide support and maintain the following:

- Wireless Mesh at James A. Musick
- VPN Upgraded Project (From 5MB of through-put to 225MB)

- Wireless LAN Coverage (For Investigators and vehicles)
- Encrypted all leased links to meet the new DOJ requirements
- Wireless link to Theo Lacy
- New VPN Policy and the increased security
- Digital Video System connectivity to the network at Loma Ridge and Theo Lacy
- Certificate Authentication System
- Newly upgraded switches at several remote sites
- The new Network Configuration Management System
- The new consolidated circuits for outside agencies
- The new increased bandwidth for Commissary, Katella, and Verizon Mobile Clients
- Network connectivity for VMWare virtualization project
- Support EOC for the new guest network access plan form Loma Ridge
- Centralizing management of critical network services DNS and DHCP
- Network connectivity for the SAM trailers

4. Network Engineer - Network Support

Contractor shall be proficient with all types of network cabling installation and troubleshooting. Duties shall include racking and cabling routers, switches, access points, and client side wireless and VPN troubleshooting, Windows servers, network monitoring equipment, firewalls, and network and wireless security. Contractor's Network Engineer shall report to Contractor's Senior Network Engineer. Contractor shall install and maintain the OCSD LAN/WAN networks' hardware and software. Troubleshoot network usages and computer peripherals. Resolve LAN/WAN communications problems. Higher-level engineers plan, implement, and support network solutions between multiple platforms. Install and maintain LAN/WAN network hardware and software. Contractor shall maintain approximately 90 routers, 85 switches, 85 access points, 7 firewalls, a 10 node wireless MESH network, 2 Intrusion Prevention devices, 2 Riverbed wide area network optimization devices, 2 Radius authentication servers, 2 Network management servers, all OCSD network VPN access and DOJ required leased line encryption. Contractor shall be responsible for all duties described in Network Technician. Duties will include configuring, racking and cabling routers, switches, access points, VPN devices, Windows servers, network monitoring equipment, firewalls, and network and wireless security.

5. Network Technician - Network Support

Contractor shall be proficient with all types of network cabling installation and troubleshooting. Duties will include racking and cabling routers, switches, access points, and client side wireless and VPN troubleshooting.

Contractor shall report to network engineer and senior network engineer. Contractor shall install and maintain the OCSD LAN/WAN networks' hardware and software. Troubleshoot network usages and computer peripherals. Resolve LAN/WAN communications problems. Implement and support network solutions between multiple platforms. Install and maintain LAN/WAN network hardware and software. Contractor shall maintain approximately 90 routers, 85 switches, 85 access points, 7 firewalls, a 10 node wireless MESH network, 2 Intrusion Prevention devices, 2 Riverbed wide area network optimization devices, 2 Radius authentication servers, 2 Network management servers, all OCSD network VPN access and DOJ required leased line encryption.

6. Web Development Group

Contractor shall maintain and support the OCSD Internet & Intranet; such duties include but are not limited to:

- A. Maintain all internal and external applications used by OCSD.

B. Develop, maintain and support County / State wide Tracking Automated and Graffiti Reporting System (TAGRS). This application has been developed by OCSD and is being adopted by law enforcement throughout California. It has become a very active and widely used system to combat graffiti. OCSD has been nominated for a state award for such system.

C. Develop, manage, and maintain Intranet web applications:

- Law Enforcement applications that include all statistics and inmate information.
- Maintain old Intranet applications and convert to new environment.
- Employee Center applications related to individual records and training for all OCSD employees.
- Immigration and Customs Enforcement (ICE) application.
- Develop and manage Internet web applications and maintain public information on OCSD website such as: Who's In Jail, Arrest Log, Arrest Warrants, Crime Stats, Orange County Crime Calls, Sheriff's Blotter, and Online Traffic Accident Reports.
- Maintain and Support Legacy desktop application (such as: ATRS, PSD, etc.)

Contractor must have strong web skills and knowledge of SQL server and .Net framework. Contractor must have experience with planning and implementation of object oriented design. Build prototype solutions to web-based problems and then refactor in changes accomplishing customer and CEO network security requirements. Develop, architect, secure and maintain the online applications, once rolled out to production level status. Review, recommend, and implement secure content delivery architecture on network systems for data streaming systems.

#### 7. Network Services Support

Contractor shall Plan, design and oversee implementation of new network systems and services, such as Email, email archive systems and mobile messaging devices.

##### **Duties include:**

Email Administrator – Manage, maintain and support Exchange 2007 servers with 4500 mailboxes. Install and configure Windows Server 2003 and 2008 for production or for lab testing. Plan and conduct Exchange migrations and upgrades. Support and Maintain Mimosa Nearpoint email archive systems. Conduct e-Discovery requests. Support mobile messaging devices such as blackberry, Palm PDA, and other wireless devices using Windows Mobile. Support other messaging servers such as List Server, MS Unified Communication. Support email related software such as Postini messaging filtering services, Trend Micro Email Filtering, and other industrial standard anti-virus software. Plan, procure and implement for disaster recovery solutions. Evaluate new Exchange related products or add-ons.

Backup Administrator – Support and maintain CommVault backup (D2D2T) environment. Manage backup schemes and monitor the backup jobs, and re-run the jobs as necessary. Manage the Data Domain backup storage systems with remote replication and monitor the operations and the usages. Lead and plan procurement and upgrade projects. Provide recommendations and proposals. Coordinate with hardware/software vendors and provide technical problem resolutions. Manage tape media as well as tape hardware. Documentations – provide documentation, diagrams, and reports on the above systems.

Contractor must have strong knowledge and adequate experience in the following:

- Support 4500 mailboxes in an Exchange 2007 Environment
- Windows Server 2003 and 2008
- Mimosa NearPoint email archive solution
- CommVault Simpana backup software
- Postini email filtering services and account configurations

- E-Discovery
- Blackberry, PDA's and other mobile devices.
- Windows Mobile
- SMTP, DNS, TCP/IP, FTP, WINS, etc.
- Documentation

**ATTACHMENT B**

**Pricing**

	<u>Classification: Title</u>	<u>Hourly Rate Per Person Straight Time *</u>	<u>Hourly Rate Per Person Over-Time *</u>
1.	Information Systems Technician	\$ 42.00	\$ 63.00
2.	Information Systems Technician	\$ 38.23	\$ 57.35
3.	Information Systems Technician	\$ 44.50	\$ 66.75
4.	Information Systems Technician	\$ 48.00	\$ 72.00
5.	Information Systems Technician	\$ 47.07	\$ 70.61
6.	Information Systems Technician	\$ 48.95	\$ 73.43
7.	Information Systems Technician	\$ 51.82	\$ 77.73
8.	Senior Network Engineer	\$ 80.50	\$ 80.50
9.	Network Engineer	\$ 78.50	\$117.75
10.	Senior Web Developer	\$100.00	\$100.00
11.	Network Technician	\$ 54.60	\$ 81.90
12.	Network Services Support	\$ 79.00	\$ 98.00

\* Over-Time is defined as time worked in excess of forty (40) hours in a week (A week is defined as Sunday through and including Saturday). In no event shall County pay any other rates other than those stipulated in this Contract. County shall not be responsible nor pay for any travel expenses or cellular phones bills incurred by Contractor during the performance of this Contract.

Contract shall not exceed \$1,583,000.00 per Contract year.

## ATTACHMENT C

### Compensation and Pricing Provisions

This is a fixed fee Contract between the County and Contractor for goods and services provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

#### 1. Pricing

Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County of Orange. County will accept decreases only. Pricing will be firm unless a reduction is available.

#### 2. Payment Terms

Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

#### 3. Invoicing Instructions:

Payments and/or invoices are to be sent to:

County of Orange  
Sheriff-Coroner Department/Support Services  
320 North Flower Street  
5<sup>th</sup> Floor  
Santa Ana, CA 92703  
Attn: Martin Herrmann

The Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Federal I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

**EXHIBIT 1**

**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that Randstad North America LP dba Sapphire Technologies, LP is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract # N1000010832 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

**CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_  
 D.O.B: \_\_\_\_\_  
 Social Security No: \_\_\_\_\_  
 Residence Address: \_\_\_\_\_

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Randstad North America LP dba Sapphire Technologies, LP is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract # N1000010832 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature *	Name	Title

Authorized Signature *	Name	Title

\* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

**EXHIBIT 2**

**EDD-INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

Effective January 1, 2001, California State Senate Bill 542 requires businesses and government entities to report specified information about independent Contractors to the Employment Development Department.

An Independent Contractor is defined as an individual who is not an employee of the Business or government entity for California purposes and who receives compensation or executes a Contract for services performed for that business or government entity either in or outside of California.

To comply with the reporting requirements of SB 542, County procedures for contracting with Independent Contractors have changed and now mandate that the following information be completed and forwarded to the requesting agency/department immediately upon request.

- First name, middle initial, and last name
- Social security number
- Address
- Start and expiration dates of Contract
- Amount of Contract

**a. EDD Reporting Form**

First Name	Middle Initial.	Last Name
SSN _____		
Contract No. _____		
Start Date	Expiration Date	
Dollar value of Contract : _____		

**Exhibit B**

**AMENDMENT NUMBER ONE (Contract number MA-060-10012303)**

**AMENDMENT NUMBER ONE  
TO  
AGREEMENT N1000010832  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANDSTAD NORTH AMERICA, LP DBA SAPPHIRE TECHNOLOGIES, LP**

**This AMENDMENT NUMBER ONE to Contract number N1000010832 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY"), and Randstad North America LP dba Sapphire Technologies, LP (hereinafter "CONTRACTOR") with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880, is made and entered upon execution of all necessary signatures.**

**WITNESSETH:**

**WHEREAS, COUNTY and CONTRACTOR executed an Agreement for Information Technology Services, Agreement N1000010832 (hereinafter" ORIGINAL AGREEMENT), for a one (1) year term of April 8, 2009 through April 7, 2010;**

**WHEREAS, COUNTY and CONTRACTOR desire to modify ATTACHMENT B, "PRICING" not to exceed amount to \$1,300,000.00 per Contract year.**

**WHEREAS, COUNTY, desires to continues receiving services from CONTRACTOR for an additional one (1) year term per term and CONTRACTOR has agreed to provide those services at the rates set forth in this AMENDMENT NUMBER ONE:**

**NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:**

**1. ARTICLES**

- a. Page 6, Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:**

**1. TERM OF CONTRACT:**

**This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/8/09 through and including 4/7/11 unless otherwise terminated by the COUNTY. The period of 4/8/09 through 4/7/10 shall be known as Contract number N1000010832. The period of 4/8/10 through and including 4/7/11 shall be known as Contract number MA-060-10012303. Contract may be renewed for one (1) additional one (1) year term upon mutual agreement of both Parties. The COUNTY does not have to give reason if it elects not to renew.**

- b. **Page 18, Attachment B PRICING of the ORIGINAL AGREEMENT is amended to read as follows:**

**Contract shall not exceed \$1, 3000,000.00 per Contract year**

2. **A true and correct copy of the ORIGINAL AGREEMENT (Agreement N1000010832) is attached hereto as Exhibit A and incorporated by this reference.**
3. **All other provisions of the ORIGINAL AGREEMENT, 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. All obligations of the Parties that would have been terminated on April 7, 2010 are hereby extended to April 7, 2011.**

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE.

**\*Contractor: Randstad North America LP dba Sapphire Technologies, LP**

By: [Signature] Title: Treasurer + CFO

Print Name: Ronald Fuccillo Date: 2/24/10

**\*Contractor: Randstad North America LP dba Sapphire Technologies, I.P**

By: [Signature] Title: CEO

Print Name: Greg Nettand Date: 2/25/10

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

**County Of Orange**

A political subdivision of the State of California

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Board of Supervisors on: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: Paula Whaley  
Deputy

Date: 3-3-10

**Exhibit C**

**AMENDMENT NUMBER TWO (Contract number MA-060-11011620)**

AMENDMENT NUMBER TWO  
TO  
AGREEMENT MA-060-10012303  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANDSTAD NORTH AMERICA, LP dba SAPPHIRE TECHNOLOGIES, LP

This AMENDMENT NUMBER TWO to Contract number MA-060-10012303 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the state of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Randstad North America, LP dba Sapphire Technologies, LP (hereinafter "CONTRACTOR") with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, on April 7, 2009, COUNTY and CONTRACTOR executed an Agreement for Information Technology Services, Contract number N1000010832 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of April 8, 2009 through and including April 7, 2010;

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR modified the ORIGINAL AGREEMENT to change the not-to-exceed amount per Contract year from One Million Five Hundred Eighty-Three Thousand Dollars (\$1,583,000.00) to One Million Three Hundred Thousand Dollars (\$1,300,000.00);

WHEREAS, Section 2, Additional Terms and Conditions, titled "Term of Contract", page 6, of ORIGINAL AGREEMENT provides that the contract will have an initial term of one year, renewable for two additional consecutive one year periods upon mutual agreement of the parties;

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT, as Contract number MA-060-10012303 (hereinafter "AMENDMENT NUMBER ONE"), for the one (1) year term of April 8, 2010 through and including April 7, 2011;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for a final additional one (1) year term and CONTRACTOR agrees to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

WHEREAS, COUNTY and CONTRACTOR agree to changing the Contract number from MA-060-10012303 to MA-060-11011620 for the term of April 8, 2011 through and including April 7, 2012; and,

WHEREAS, COUNTY and CONTRACTOR agree to remove two (2) Information Systems Technician positions, modify the hourly rates of eight (8) positions, and reduce the not to exceed amount by Two Hundred Five Thousand Eight Hundred Sixteen Dollars (\$205,816.00) from One Million Three Hundred Thousand Dollars (\$1,300,000.00) to One Million Ninety-Four Thousand One Hundred Eighty Four Dollars (\$1,094,184.00).

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

I. ARTICLES

- a. Page(s) 6 & 7. Additional Terms and Conditions, Section - Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/8/09 through and including 4/7/12 unless otherwise terminated by the COUNTY. The period of 4/8/09 through 4/7/10 shall be known as Contract number N1000010832. The period of 4/8/10 through and including 4/7/11 shall be known as Contract number MA-060-10012303. The period of 4/8/11 through and including 4/7/12 shall be known as Contract number MA-060-11011620.

- b. Page 18, Attachment B – Pricing, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Pricing:

1. Title: Senior Web Developer

Hourly Rate – Straight Time \*: \$97.00 / Year Three

Hourly Rate – Over Time \*: \$97.00 / Year Three

Hourly Rate – Straight Time \*: \$100.00 / Years One & Two

Hourly Rate – Over Time \*: \$100.00 / Years One & Two

2. Title: Information Systems Technician

Hourly Rate – Straight Time \*: \$41.00 / Year Three

Hourly Rate – Over Time \*: \$61.50 / Year Three

Hourly Rate – Straight Time \*: \$42.00 / Years One & Two

Hourly Rate – Over Time \*: \$63.00 / Years One & Two

3. Title: Information Systems Technician

Hourly Rate – Straight Time \*: \$47.00 / Year Three

Hourly Rate – Over Time \*: \$70.50 / Year Three

Hourly Rate – Straight Time \*: \$48.00 / Years One & Two

Hourly Rate – Over Time \*: \$72.00 / Years One & Two

4. Title: Information Systems Technician  
 Hourly Rate – Straight Time \*: \$50.82 / Year Three  
 Hourly Rate – Over Time \*: \$76.23 / Year Three  
 Hourly Rate – Straight Time \*: \$51.82 / Years One & Two  
 Hourly Rate – Over Time \*: \$77.73 / Years One & Two
  
5. Title: Senior Network Engineer  
 Hourly Rate – Straight Time \*: \$84.00 / Year Three  
 Hourly Rate – Over Time \*: \$84.00 / Year Three  
 Hourly Rate – Straight Time \*: \$80.50 / Years One & Two  
 Hourly Rate – Over Time \*: \$80.50 / Years One & Two
  
6. Title: Network Engineer  
 Hourly Rate – Straight Time \*: \$77.50 / Year Three  
 Hourly Rate – Over Time \*: \$116.25 / Year Three  
 Hourly Rate – Straight Time \*: \$78.50 / Years One & Two  
 Hourly Rate – Over Time \*: \$117.75 / Years One & Two
  
7. Title: Information Systems Technician  
 Hourly Rate – Straight Time \*: \$46.07 / Year Three  
 Hourly Rate – Over Time \*: \$69.11 / Year Three  
 Hourly Rate – Straight Time \*: \$47.07 / Years One & Two  
 Hourly Rate – Over Time \*: \$70.61 / Years One & Two
  
8. Title: Information Systems Technician  
 Hourly Rate – Straight Time \*: \$37.23 / Year Three  
 Hourly Rate – Over Time \*: \$55.85 / Year Three  
 Hourly Rate – Straight Time \*: \$38.23 / Years One & Two  
 Hourly Rate – Over Time \*: \$57.35 / Years One & Two

\* Over-time is defined as time worked in excess of forty (40) hours in a week (A week is defined as Sunday through and including Saturday). In no event shall County pay any other rates other than those stipulated in this Contract. County shall not be responsible nor pay for any travel expenses or cellular phone bills incurred by Contractor during the performance of this Contract.

Contract shall not exceed \$1,094,184.00 for year three.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract number N1000010832) is attached hereto as Exhibit A and incorporated herein by this reference.
  
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA-060-10012303) is attached hereto as Exhibit B and incorporated herein by this reference.

4. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on April 7, 2011 are hereby extended to April 7, 2012.

//  
//

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-10012303 for Information Technology Services which shall now be referred to as Contract number MA-060-11011620.

\*Contractor: Randstad North America, LP dba Sapphire Technologies, LP

By: [Signature] Title: Treasurer

Print Name: Ronald Piccolo Date: 2/9/11

\*Contractor: Randstad North America, LP/dba Sapphire Technologies, LP

By: [Signature] Title: President

Print Name: Gregory A. Wetland Date: 3/9/11

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

**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 on: \_\_\_\_\_

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

By: [Signature: Daniel P. Torres]  
Deputy 3/14/11

**Exhibit D**

**AMENDMENT NUMBER THREE (Contract number MA-060-11011620)**

AMENDMENT NUMBER THREE  
TO  
AGREEMENT MA-060-11011620  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
RANDSTAD NORTH AMERICA, L.P. dba RANDSTAD TECHNOLOGIES, L.P.  
(Formerly "RANDSTAD NORTH AMERICA, LP dba SAPPHIRE TECHNOLOGIES, LP")

This AMENDMENT NUMBER THREE to Contract number MA-060-11011620 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the state of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Randstad North America, L.P. dba Randstad Technologies, L.P. (Formerly "Randstad North America, LP dba Sapphire Technologies, LP" and hereinafter referred to as "CONTRACTOR") with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, on April 7, 2009, COUNTY and CONTRACTOR executed an Agreement for Information Technology Services, as Contract number N1000010832 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of April 8, 2009 through and including April 7, 2010;

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR modified the ORIGINAL AGREEMENT to change the not-to-exceed amount per Contract year from One Million Five Hundred Eighty-Three Thousand Dollars (\$1,583,000.00) to One Million Three Hundred Thousand Dollars (\$1,300,000.00);

WHEREAS, Section 2, Additional Terms and Conditions, titled "Term of Contract", page 6, of ORIGINAL AGREEMENT provides that the contract will have an initial term of one year, renewable for two additional consecutive one year periods upon mutual agreement of the parties;

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT, as Contract number MA-060-10012303 (hereinafter "AMENDMENT NUMBER ONE"), for the one (1) year term of April 8, 2010 through and including April 7, 2011;

WHEREAS, on March 22, 2011, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT, as Contract number MA-060-11011620 (hereinafter "AMENDMENT NUMBER TWO"), for the one (1) year term of April 8, 2011 through and including April 7, 2012; and

FURTHERMORE, COUNTY and CONTRACTOR removed two (2) Information Systems Technician positions, modified the hourly rates of eight (8) positions, and reduced the

not to exceed amount by Two Hundred Five Thousand Eight Hundred Sixteen Dollars (\$205,816.00) from One Million Three Hundred Thousand Dollars (\$1,300,000.00) to One Million Ninety-Four Thousand One Hundred Eighty Four Dollars (\$1,094,184.00).

WHEREAS, CONTRACTOR informed COUNTY that effective October 1, 2011 CONTRACTOR changed its name from Randstad North America, LP dba Sapphire Technologies, LP to Randstad North America, LP dba Randstad Technologies, LP;

WHEREAS, CONTRACTOR operating under its new name of Randstad North America, LP dba Randstad Technologies, LP, CONTRACTOR agrees to be bound by all the terms, duties, rights, conditions, and obligations of ORIGINAL AGREEMENT as its been amended just as though it had been the original signatory to such documents.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. The intentions and understandings of the parties as described in the above-recitals are incorporated herein as if fully set forth.
2. CORPORATE NAME CHANGE
  - A. CONTRACTOR changed its name from Randstad North America, LP dba Sapphire Technologies, LP to Randstad North America, LP dba Randstad Technologies, LP and is officially incorporated with the State of Delaware as Randstad North America, LP dba Randstad Technologies, LP. Randstad North America, LP dba Randstad Technologies, LP assumes the terms, duties, rights, conditions, and obligations of Randstad North America, LP dba Sapphire Technologies, LP under the ORIGINAL AGREEMENT, and accepts and agrees to be bound by all terms, duties, rights, conditions, and obligations of the ORIGINAL AGREEMENT as executed and amended from time to time. "Randstad North America, LP dba Sapphire Technologies, LP" as used throughout the ORIGINAL AGREEMENT is replaced with the name "Randstad North America, LP dba Randstad Technologies, LP" for purposes of this Contract.
3. A true and correct copy of the ORIGINAL AGREEMENT (Contract number N1000010832) is attached hereto as Exhibit A and incorporated herein by this reference.
4. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA-060-10012303) is attached hereto as Exhibit B and incorporated herein by this reference.
5. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA-060-11011620) is attached hereto as Exhibit C and incorporated herein by this reference.
6. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, and AMENDMENT NUMBER TWO, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-11011620 for Information Technology Services.

\*Contractor: Randstad North America, LP dba Randstad Technologies, LP

By: [Signature] Title: Treasurer + CFO  
Print Name: Pam Fucillo Date: 11/7/11

\*Contractor: Randstad North America, LP dba Randstad Technologies, LP

By: [Signature] Title: Chief Executive Officer  
Print Name: Greg Wetland Date: 11/7/11

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

**County Of Orange**

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager  
Print Name: DWIGHT TIPPING Date: 11/10/11

Approved by the Board of Supervisors on: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy



## SOLE SOURCE/PROPRIETARY REQUEST

### COUNTY POLICY ON SOLE SOURCE CONTRACTS:

*It is the policy of the County of Orange to solicit competitive bids and proposals for its procurement requirements. Sole source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements. All sole source purchases requiring Board of Supervisors approval shall be justified as meeting the sole source standard in the Agenda Staff Report. The Agenda Staff Report shall clearly state that it is a sole source procurement. The Sole Source Justification, as described below, shall be attached to or included within the Agenda Staff Report (CPM, Section 4.4)*

### SECTION I - INSTRUCTIONS FOR COMPLETING THIS FORM:

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the County Purchasing Agent or designee shall approve ALL sole source requests for commodities that exceed \$500,000 and services exceeding \$50,000 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired former Orange County employee, CEO Budget shall approve the sole source request, regardless of the contract amount.
5. Board approval is required for all sole source contracts for commodities that exceed \$500,000 and services exceeding \$50,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Deputy Purchasing Agent (DPA) shall retain a copy of the justification as part of the contract file.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Human Service contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the Deputy Purchasing Agent.

### SECTION II - DEPARTMENT INFORMATION:

Department: <b>Sheriff-Coroner</b>		Date: <b>March 27, 2012</b>	
Vendor Name: <b>Randstad Technologies</b>		Sole Source BidSync Number: <b>OMI-581378-SY</b>	
Is the above named vendor a retired employee of the County of Orange? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If "Yes," Review and Approval is required from CEO Budget prior to contract execution.			
Amount: <b>\$ 547,816.00</b>	Contract Term: <b>4/8/12 - 10/7/12</b>	Is Agreement Grant Funded? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Funding Source:  Percent Funded:  Proprietary? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Type of Request: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Multi Year <input checked="" type="checkbox"/> Amendment <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Retired Former Employee			
Board Date: <b>4/3/2012</b>	ASR Number: <b>12-000478</b>	If not scheduled to go to the Board explain why? <b>N/A</b>	
Does Contract Include Non-Standard Language? If yes, explain in detail. <b>None</b>			

Was Contract Approved by Risk Mgmt? N/A	Was Contract Approved by CoCo? Yes
--	---------------------------------------

**SECTION II Continued - DEPARTMENT INFORMATION:**

Were any exceptions taken? If yes, explain in detail.  
No exceptions taken.

**SECTION III - SOLE SOURCE JUSTIFICATION:**

1. Provide a description of the type of contract to be established *(For example: is the contract a commodity, service, human service, public works, or other-please explain).*

Professional Service

2. Provide a detailed description of services/commodities to be provided by the vendor. *(This information may be obtained from the scope of work prepared by the County and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.*

The Orange County Sheriff's Department utilizes Ransomed Technologies contractors in the following groups:

- Desktop Support Group
- MDC Support Group
- Network Support Group
- Web Development group

The Desktop Support Group supports and maintains all systems used by OCSO including, but not limited to, Enhanced Law Enforcement Terminal Emulator (ELETE), Automated Warrant Services System (AWSS), Automated Jail System (AJS), Local Arrest Records (LARS), Automated Check System (ACS), Central Juvenile Index (CJI), Computer Assisted Dispatch (CAD), Records Management System (RMS), Geographical Information Systems/Mapping (GIS), Document Imaging & Tracking (AX & WX), Digital Photo Lincop (six pack) and Mugs programs. This group services 40 OCSO sites within Orange County from San Clemente to Stanton including the harbors and Loma Ridge. They support 1700 computers, 1200 printers and other related hardware. The MDC Support Group consist of 2 Technicians and are critical in maintaining and servicing the MDC systems installed in 265 Sheriff's vehicles including motorcycles and boats throughout all locations of the Orange County Sheriff's Department. They also provide the support for approximately 300 investigator laptops including those belonged to special task forces sponsored by OCSO. They are subject matter experts in applications running on these platforms including NetMotion Wireless, Kaseya, GST Mapper, Vision Mobile, ELETE, and Microsoft Enterprise Applications. The Network Support Group consists of two contract employees who are responsible for the planning, configuring, installing, managing, and monitoring of the OCSO network. They have intimate knowledge of the OCSO infrastructure as they originally configured and deployed it. They are knowledgeable about the security requirements mandated by state and federal policies for law enforcement agencies. These two contractors are responsible for 90 routers, 85 switches, 85 access points, 7 firewalls, a 10 node wireless MBSE network, 2 Intrusion Prevention devices, 2 Riverbed wide area network optimization devices, 2 Radius authentication servers, 2 Network management servers, all OCSO network VPN access and DOJ required bonded line encryption. The Web Development Group maintain all Internet and Intranet applications used by OCSO and support applications like TAGRS, PHH (Personnel History Index), and the eServices available on www.ocso.org.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Include any back-up information or documentation which supports your recommendation. *(Acceptable responses to this question will include strong programmatic/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.*

Randstad Technologies is the only vendor that can support and maintain the OCSD network and the existing applications. This contractor worked with the Sheriff's Department and developed applications on the Internet and Intranet including TAGRS and the OCSD eServices. They develop and manage Internet web applications and maintain public information on OCSD website such as:

- **Who's In Jail** - eService that allows a user to search current Orange County Sheriff's Department inmates by name or booking number. The information is available for inmates who are currently in custody or have been released in the last 30 days. From the results screen, the user can see basic inmate information such as known aliases, housing location, and court appearance information. Due to security concerns, we do not post detailed inmate information on this website.

- **Arrest Log** - eService that allows a user to view a list of persons arrested or cited and released daily, for the past 30 days. Information such as Booking number, Name, Booking Type, and Date of Birth are available after searching a particular day.

- **Arrest Warrants** - eService that allows you to search by name, for active warrants in Orange County, California. User can also search the California Most Wanted site.

- **Crime Stats** - eService that allows a user to search crime by Area or Uniform Crime Reporting data. Within this eService, users can create graphs and view data based on locations and times.

- **Orange County Crime Calls** - eService that allows a user to search participating Orange County Law Enforcement Agencies' active crime calls.

- **Sheriff's Blotter** - eService that enables residents to know what activity is occurring in their community. Both 7-day and 30-day views are available for areas that are either cities that contract with the Sheriff's Department or unincorporated areas of the county.

- **TAGRS** - The Tracking Automated and Graffiti Reporting System (TAGRS) is used to store and track (GPS) graffiti incidents. It is designed to help investigators identify and prosecute graffiti suspects.

- **PHI** - Personnel History Index. Sheriff's internal application to track personnel history.

- **Online Accident Report** - eService that allows constituents to make traffic accident reports online.

- **Legacy Desktop Application Support** - The Sheriff's Department has desktop applications that were developed years ago and still need support.

Randstad contractors have knowledge of those applications to support the users. ATRS and PSD are 2 examples of such OCSD applications.

This vendor is the only company that has the staff with the unique and intimate knowledge needed to perform the required tasks including the following: managing, supervising and maintaining the law enforcement applications; deploying and managing the OCSD network that serves all law enforcement in Orange County; and providing disaster recovery to the State.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the County's requirements. *(Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the County). Answers to this section may be provided by the requestor and the Deputy Purchasing Agent as appropriate. Attach additional sheet if necessary.*

No other companies are known to have this expertise. Attempting to replace this vendor will create a severe break in service continuity because we could not have new staff trained to provide the level of service with the required expertise if a alternate vendor is selected.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

Randstad Technologies has existing, experienced, in-house staff that can be called on to provide additional depth of knowledge to the application support needs. Other companies do not have the years of experience dealing with our law enforcement agencies. They are experts in our network infrastructure and our operations including our jails. They are also experts interfacing with the Department of Justice, the interworkings of the modules within our jail system, and the development of applications such as TAGRS. No other companies are known to have this unique array of expertise.

6. If recommended vendor could not provide the product or service, how would the County accomplish this particular task? Attach additional sheet if necessary.

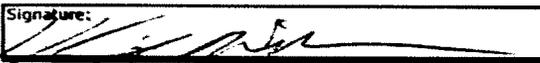
If Randstad Technologies were not utilized, another vendor would take at least 6 months to learn the inner workings, programming, and requirements of our system and operation. If a problem arose, another vendor would not be able to correct the problem quickly and system down-time could not be tolerated. It would take at least 6 months for another vendor to gain the expertise in all the different aspects of law-enforcement to be able to maintain what has been implemented and operational for more than 11 years. *It is in the best interest of the County to keep this vendor.*

7. If the vendor is a retired former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?  YES  NO  
 If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheet if necessary.

8. If the vendor is a retired former employee, provide explanation/support for hiring the retired former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

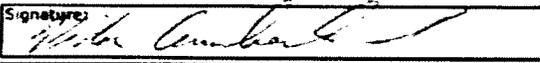
**SECTION IV - AUTHOR/REQUESTOR**

Signature: 	Print Name: <b>Kirk Wilkerson</b>	Date: <b>3-28-12</b>
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**SECTION V - CEO BUDGET APPROVAL (Review and approval is required when vendor is a Retired Former Employee.)**

Signature:	Print Name:	Date:
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**SECTION VI - DEPUTY PURCHASING AGENT CONCURRENCE**

Signature: 	Print Name: <b>Victor Cumberland</b>	Date: <b>3-28-12</b>
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**SECTION VII - DEPARTMENT HEAD APPROVAL**

Signature: 	Print Name: <b>Jane Reyer</b>	Date: <b>3-28-12</b>
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**SECTION VIII - COUNTY PROCUREMENT OFFICE**

County Procurement Office review and approval required when the value of the sole source agreement exceeds \$50,000. Approvals obtained electronically through BidSync.
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AMENDMENT NUMBER TWO FOUR  
TO  
AGREEMENT MA-060-1001230311011620  
BETWEEN THE  
COUNTY OF ORANGE  
AND

~~RANDSTAD NORTH AMERICA, LP dba SAPPHIRE TECHNOLOGIES, LP~~  
~~RANDSTAD NORTH AMERICA, L.P. dba RANDSTAD TECHNOLOGIES, L.P.~~

This AMENDMENT NUMBER TWO FOUR to Contract number MA-060-1001230311011620 (hereinafter "AMENDMENT NUMBER TWO FOUR") between the County of Orange, a political subdivision of the state of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and ~~Randstad North America, LP dba Sapphire Technologies, LP~~ Randstad North America, L.P. dba Randstad Technologies, L.P. (hereinafter "CONTRACTOR") with a place of business at 60 Harvard Mill Square, Wakefield, MA 01880, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, on April 7, 2009, COUNTY and CONTRACTOR ~~executed~~ entered into ~~the Contract~~ an Agreement for Information Technology Services, Contract number N1000010832 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of April 8, 2009 through and including April 7, 2010;

~~WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR modified the ORIGINAL AGREEMENT to change the not to exceed amount per Contract year from One Million Five Hundred Eighty Three Thousand Dollars (\$1,583,000.00) to One Million Three Hundred Thousand Dollars (\$1,300,000.00);~~

~~WHEREAS, Section 2, Additional Terms and Conditions, titled "Term of Contract", page 6, of ORIGINAL AGREEMENT provides that the contract will have an initial term of one year, renewable for two additional consecutive one year periods upon mutual agreement of the parties;~~

~~WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT, as Contract number MA 060 10012303 (hereinafter "AMENDMENT NUMBER ONE"), for the one (1) year term of April 8, 2010 through and including April 7, 2011;~~

~~WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for a final additional one (1) year term and CONTRACTOR agrees to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;~~

~~WHEREAS, COUNTY and CONTRACTOR agree to changing the Contract number from MA 060 10012303 to MA 060 11011620 for the term of April 8, 2011 through and including April 7, 2012; and;~~

~~WHEREAS, COUNTY and CONTRACTOR agree to remove two (2) Information Systems Technician positions, modify the hourly rates of eight (8) positions, and reduce the not to exceed amount by Two Hundred Five Thousand Eight Hundred Sixteen Dollars (\$205,816.00) from One Million Three Hundred Thousand Dollars (\$1,300,000.00) to One Million Ninety Four Thousand One Hundred Eighty Four Dollars (\$1,094,184.00).~~

WHEREAS, on March 31, 2010, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT, as Contract number MA-060-10012303 (hereinafter "AMENDMENT NUMBER ONE"), renewing the term for one (1) year from April 8, 2010 through and including April 7, 2011 and reducing the not-to-exceed amount per Contract year from One Million Five Hundred Eighty-Three Thousand Dollars (\$1,583,000.00) to One Million Three Hundred Thousand Dollars (\$1,300,000.00); and

WHEREAS, on March 22, 2011, COUNTY and CONTRACTOR further amended the ORIGINAL AGREEMENT, as Contract number MA-060-11011620 (hereinafter "AMENDMENT NUMBER TWO"), renewing the term for one (1) year of April 8, 2011 through and including April 7, 2012 and amended Attachment B by, removed two (2) Information Systems Technician positions, modified the hourly rates of eight (8) positions, and reduced the not to exceed amount by Two Hundred Five Thousand Eight Hundred Sixteen Dollars (\$205,816.00) from One Million Three Hundred Thousand Dollars (\$1,300,000.00) to One Million Ninety-Four Thousand One Hundred Eighty Four Dollars (\$1,094,184.00); and

WHEREAS, on November 10, 2011, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") changed CONTRACTOR's name from Randstad North America, LP dba Sapphire Technologies, LP to Randstad North America, LP dba Randstad Technologies, LP; and

WHEREAS, COUNTY and CONTRACTOR desire to extend the current term of the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR") for six (6) months for a new term of April 8, 2011 through and including October 7, 2012 and also to increase the fifth term not-to-exceed amount of the CONTRACT by Five Hundred Forty-Seven Thousand Eight Hundred Sixteen Dollars "\$547,816.00" to become One Million Six Hundred Forty-Two Thousand Dollars "\$1,642,000.00".

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. ~~Page(s) 6 & 7, Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:~~

i. Term of Contract:

~~This Contract shall commence upon execution of all necessary signatures, and continue in effect from 4/8/09 through and including 4/7/12 unless otherwise terminated by the COUNTY. The period of 4/8/09 through 4/7/10 shall be known as Contract number N1000010832. The period of 4/8/10 through and including 4/7/11 shall be known as Contract number MA 060 10012303. The period of 4/8/11 through and including 4/7/12 shall be known as Contract number MA 060 11011620.~~

b. ~~Page 18, Attachment B Pricing, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:~~

~~I. Pricing:~~

~~1. Title: Senior Web Developer~~

~~— Hourly Rate Straight Time \*: \$97.00 / Year Three~~

~~— Hourly Rate Over Time \*: \$97.00 / Year Three~~

~~— Hourly Rate Straight Time \*: \$100.00 / Years One & Two~~

~~— Hourly Rate Over Time \*: \$100.00 / Years One & Two~~

~~2. Title: Information Systems Technician~~

~~— Hourly Rate Straight Time \*: \$41.00 / Year Three~~

~~— Hourly Rate Over Time \*: \$61.50 / Year Three~~

~~— Hourly Rate Straight Time \*: \$42.00 / Years One & Two~~

~~— Hourly Rate Over Time \*: \$63.00 / Years One & Two~~

~~3. Title: Information Systems Technician~~

~~— Hourly Rate Straight Time \*: \$47.00 / Year Three~~

~~— Hourly Rate Over Time \*: \$70.50 / Year Three~~

~~— Hourly Rate Straight Time \*: \$48.00 / Years One & Two~~

~~— Hourly Rate Over Time \*: \$72.00 / Years One & Two~~

~~4. Title: Information Systems Technician~~

~~— Hourly Rate Straight Time \*: \$50.82 / Year Three~~

~~— Hourly Rate Over Time \*: \$76.23 / Year Three~~

~~— Hourly Rate Straight Time \*: \$51.82 / Years One & Two~~

~~— Hourly Rate Over Time \*: \$77.73 / Years One & Two~~

~~5. Title: Senior Network Engineer~~

~~— Hourly Rate Straight Time \*: \$84.00 / Year Three~~

~~— Hourly Rate Over Time \*: \$84.00 / Year Three~~

~~— Hourly Rate Straight Time \*: \$80.50 / Years One & Two~~

~~— Hourly Rate Over Time \*: \$80.50 / Years One & Two~~

~~6. Title: Network Engineer~~

~~— Hourly Rate Straight Time \*: \$77.50 / Year Three~~

~~— Hourly Rate Over Time \*: \$116.25 / Year Three~~

~~— Hourly Rate Straight Time \*: \$78.50 / Years One & Two~~

~~Hourly Rate Over Time \*: \$117.75 / Years One & Two~~

~~7. Title: Information Systems Technician~~

~~Hourly Rate Straight Time \*: \$46.07 / Year Three~~

~~Hourly Rate Over Time \*: \$69.11 / Year Three~~

~~Hourly Rate Straight Time \*: \$47.07 / Years One & Two~~

~~Hourly Rate Over Time \*: \$70.61 / Years One & Two~~

~~8. Title: Information Systems Technician~~

~~Hourly Rate Straight Time \*: \$37.23 / Year Three~~

~~Hourly Rate Over Time \*: \$55.85 / Year Three~~

~~Hourly Rate Straight Time \*: \$38.23 / Years One & Two~~

~~Hourly Rate Over Time \*: \$57.35 / Years One & Two~~

~~\* Over time is defined as time worked in excess of forty (40) hours in a week (A week is defined as Sunday through and including Saturday). In no event shall County pay any other rates other than those stipulated in this Contract. County shall not be responsible nor pay for any travel expenses or cellular phone bills incurred by Contractor during the performance of this Contract.~~

~~Contract shall not exceed \$1,094,184.00 for year three.~~

~~2. A true and correct copy of the ORIGINAL AGREEMENT (Contract number N1000010832) is attached hereto as Exhibit A and incorporated herein by this reference.~~

~~3. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA 060-10012303) is attached hereto as Exhibit B and incorporated herein by this reference.~~

~~4. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on April 7, 2011 are hereby extended to April 7, 2012.~~

## 1. Articles

**a. Pages 6 & 7, Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:**

### Term of Contract:

**This CONTRACT shall commence upon execution of all necessary signatures, and continue in effect from 4/8/09 through and including 10/7/12, unless otherwise terminated by COUNTY. The period of 4/8/09 through 4/7/10 shall be known as Contract number N1000010832. The period of 4/8/10 through 4/7/11 shall be known as**

Contract number MA-060-10012303. The period of 4/8/11 through 10/7/12 shall be known as Contract number MA-060-11011620.

- b. Page 18, Attachment B – Pricing, Section “Contract shall not exceed \$1,642,000.00 for year three” of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

Contract shall not exceed \$1,642,000.00 for fifth Contract term.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract number N1000010832) is attached hereto as Exhibit A and incorporated herein by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract number MA-060-10012303) is attached hereto as Exhibit B and incorporated herein by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract number MA-060-11011620) is attached hereto as Exhibit C and incorporated herein by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract number MA-060-11011620) is attached hereto as Exhibit D and incorporated herein by this reference.
6. All other provisions of the ORIGINAL AGREEMENT, as amended by AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, and AMENDMENT NUMBER THREE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect.

(Signature Page Follows)

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~TWO~~  
~~FOUR~~ to Contract number MA-060-10012303 11011620 for Information Technology Services  
which shall now be referred to as Contract number MA 060 11011620.

~~\*Contractor: Randstad North America, LP dba Sapphire Technologies, LP Randstad North  
America, LP dba Randstad Technologies, LP~~

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

~~\*Contractor: Randstad North America, LP dba Sapphire Technologies, LP Randstad North  
America, LP dba Randstad Technologies, LP~~

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*If a corporation, the document must be signed by two corporate officers. The first signature must be  
either the Chairman of the Board, President, or any Vice President. The second signature must be the  
secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

**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 on: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy

**Exhibit A**

**ORIGINAL AGREEMENT (Agreement N1000010832)**

**Exhibit B**

**AMENDMENT NUMBER ONE (Contract number MA-060-10012303)**

Exhibit C

AMENDMENT NUMBER TWO (Contract number MA-060-11011620)

**Exhibit D**

**AMENDMENT NUMBER THREE (Contract number MA-060-11011620)**