

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number**

21-716 A2

**SAP Number**

4400018110

## District Attorney

|                                           |                                             |
|-------------------------------------------|---------------------------------------------|
| <b>Department Contract Representative</b> | <u>Claudia Walker</u>                       |
| <b>Telephone Number</b>                   | <u>(909) 382-7689</u>                       |
| <b>Contractor</b>                         | <u>Experlogix Technologies Canada, Inc.</u> |
| <b>Contractor Representative</b>          | <u>Elicia Mabunga</u>                       |
| <b>Telephone Number</b>                   | <u>(385) 501-4937</u>                       |
| <b>Contract Term</b>                      | <u>6/12/2021 – 6/11/2026</u>                |
| <b>Original Contract Amount</b>           | <u>US \$250,000</u>                         |
| <b>Amendment No. 1 Amount</b>             | <u>-</u>                                    |
| <b>Amendment No. 2 Amount</b>             | <u>US \$4,400</u>                           |
| <b>Total Contract Amount</b>              | <u>US \$254,400</u>                         |
| <b>Cost Center</b>                        | <u>4503001000</u>                           |

### AMENDMENT NO. 2 CONTRACT NO. 21-716

The following are amendments to Contract No. 21-716 between Experlogix Technologies Canada, Inc. (hereinafter "Contractor") and San Bernardino County through the District Attorney's Office (hereinafter "County") for document design and automated document generation and processing services.

1. Subsection **C.48 GENERAL CONTRACT REQUIREMENTS** is added to read as follows:

#### **C.48 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment D, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

2. Subsection F.1, **FISCAL PROVISIONS** is amended to read as follows:

The maximum amount of payment under this Contract shall not exceed \$254,400. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

3. Attachment A is amended as reflected in Attachment A included in this Amendment No. 2.

4. Attachment D, Campaign Contribution Disclosure (SB 1439), is added as reflected in Attachment D included in this Amendment No. 2.

5. **CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

6. All other terms and conditions of this Contract shall remain the same.

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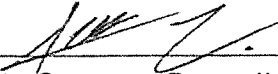
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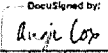
IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►   
Alberto Cazares, Buyer II  
Dated: 11/8/2023

Experlogix

(Print or type name of corporation, company, contractor, etc.)

By ►   
(Authorized signature - sign in blue ink)  
Angie Cox

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
VP Sales Americas & APAC  
(Print or Type)  
10/24/2023

Dated: \_\_\_\_\_

Address \_\_\_\_\_

FOR COUNTY USE ONLY

Approved as to Legal Form

►   
Jolena Grier, Deputy County Counsel  
Date 10/24/23

Reviewed for Contract Compliance

► \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Jason Anderson, District Attorney  
Date \_\_\_\_\_

## ATTACHMENT A

### FEE SCHEDULE

| SERVICE                                                                                                                                                                                                                                                                                                                                                                                        | COST                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| CCM Document Management Annual Subscription, including: <ul style="list-style-type: none"> <li>• On Premise (hosted by County) Server License</li> <li>• 4 Template Designer Seats</li> <li>• 600 Internal End User Seats</li> <li>• Standard Support and Maintenance including access to Contractor's help-desk and online documentation and knowledgebase (see description below)</li> </ul> | US\$36,800 annually          |
| Additional Template Designer seats if needed during contract                                                                                                                                                                                                                                                                                                                                   | US\$1,200 per seat annually  |
| Additional End User seats if needed during contract                                                                                                                                                                                                                                                                                                                                            | US\$40 per seat annually     |
| Additional days as needed to provide ongoing mentoring/guidance                                                                                                                                                                                                                                                                                                                                | US\$1,800 per day            |
| Professional Services                                                                                                                                                                                                                                                                                                                                                                          | NTE US \$4,400<br>US\$220/hr |



## **ATTACHMENT D**

### **Campaign Contribution Disclosure**

#### **(SB 1439)**

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Experlogix Technologies Canada, Inc
2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Bill Fox – CEO

3. Name of agent of Contractor:

| Company Name                        | Agent(s) |
|-------------------------------------|----------|
| Experlogix Technologies Canada, Inc |          |
| Experlogix LLC, Affiliate           |          |

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

| Company Name | Contact |
|--------------|---------|
|              |         |
|              |         |

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
|              |                   |                            |
|              |                   |                            |

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
|              |                    |
|              |                    |

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If no, please skip Question No. 9.

Yes ☐ If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

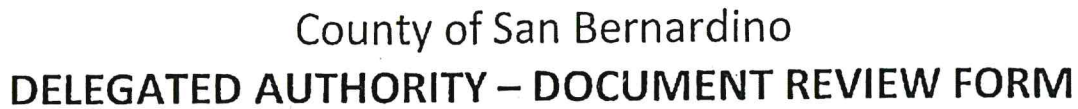
Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



Rev 12/2018