

**AMENDMENT NO. 3
TO SUBORDINATE AGREEMENT MA-012-12012135
WITH
EXCLUSIVE NETWORK ENTERPRISES
FOR
IT PROFESSIONAL HELP SERVICES**

This AMENDMENT No. 3, to Subordinate Agreement MA-012-12012135, (hereinafter as "Subordinate Agreement"), for IT Professional Help Services is made and entered into as of the date fully executed by all necessary Parties or approved by the Orange County Board of Supervisors, whichever occurs later, by and between Exclusive Network Enterprises, (hereinafter as "Contractor"), and the County of Orange, a political subdivision of the state of California, (hereinafter as "County"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued a Regional Cooperative Agreement (RCA) MA-017-12011685, effective June 1, 2012 through and including May 31, 2015; and

WHEREAS, the County of Orange, OC Community Resources issued Subordinate Agreement MA-012-12012135, effective on June 1, 2012 through and including May 31, 2013, in an amount not to exceed \$25,000; and

WHEREAS, the County of Orange, OC Community Resources issued Amendment #1 to Subordinate Agreement MA-012-12012135, and obtained Orange County Board of Supervisor approval for IT Professional Help Services commencing on August 22, 2012 through and including May 31, 2013, in an amount not to exceed \$375,000, for a revised total amount of \$400,000; and

WHEREAS, the County of Orange, OC Community Resources issued Amendment #2 to Subordinate Agreement MA-012-12012135, and obtained Orange County Board of Supervisor approval for IT Professional Help Services commencing on June 1, 2013 through and including May 31, 2014, in an amount not to exceed \$325,000, for a revised total amount of \$725,000; and

WHEREAS, the Parties now desire to adjust the Subordinate Agreement to reflect the business needs of OC Community Resources; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. Paragraph 1 is amended to read as follows: "Term: This Contract shall commence on June 1, 2012 and continue in effect through and including May 31, 2015, unless otherwise terminated by County."
2. Paragraph 2 is amended to read as follows: "Compensation: Total compensation for services rendered under this Contract shall not exceed the hourly rates as specified in the RCA, designated as Attachment A and incorporated herein as if fully set forth. Contractor shall be paid for services under this Contract as specified in Attachment A, and the County will not be responsible for services performed outside those specifically stated in this Contract. Total compensation for services rendered under this Contract shall not exceed \$990,000."
3. This Amendment modifies the Subordinate Agreement only as expressly set forth above. Except as expressly amended herein, all other terms and conditions of the Subordinate Agreement remain unchanged.

-Signature Page follows-

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Subordinate Agreement on the dates opposite their respective signatures below:

EXCLUSIVE NETWORK ENTERPRISES*:

By: James Mosby
Print Name: JAMES MOSBY
Title: CEO
Date: MARCH 27, 2014

By: Angela Mosby
Print Name: ANGELA MOSBY
Title: CFO
Date: MARCH 27, 2014

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

COUNTY OF ORANGE, OC COMMUNITY RESOURCES
a political subdivision of the State of California

By: _____
Print Name: _____
Title: Purchasing Manager
Date: _____

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Michelle A. Hawk
Deputy County Counsel

3/27/14
Date