

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND DFM ASSOCIATES FOR
PROVISION OF SOFTWARE AND SOFTWARE MAINTENANCE**

This Second Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and DFM Associates, a California corporation ("DFM").

RECITALS

WHEREAS, County and DFM have previously entered into an agreement on December 8, 1998 for provision of software and software maintenance (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended on June 5, 2007, modifying the scope of services and compensation for the services and adding an Addendum entitled "EiMSS SOFTWARE ADDENDUM and updating the notice provisions (the "First Amendment"); and

WHEREAS, an Addendum to add the RiMS CERTNA software interface was entered into on or about January 6, 2015 (the "Addendum"); and

WHEREAS, the Original Agreement, the First Amendment, and the Addendum shall be referred to collectively as the "Agreement;"

WHEREAS, County and DFM desire to amend the Agreement to change the termination date of the agreement and to modify the termination provisions of the Agreement

NOW, THEREFORE, the Agreement is amended as follows:

I. Notwithstanding anything to the contrary in the Agreement, the Agreement shall end June 30, 2018.

II. Notwithstanding anything to the contrary in the Agreement, the County may terminate this agreement without cause on 30 days' written notice to DFM.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments and addendums, remain in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any addendum or attachments, constitute the entire understanding between County and DFM.

V. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective on upon date of signing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the party on whose behalf his/her execution is made.


COUNTY OF SHASTA

Date: _____

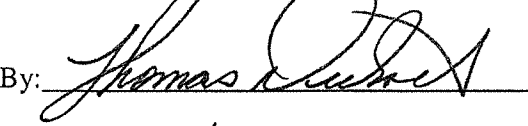
LESLIE MORGAN
Shasta County Assessor-Recorder

APPROVED AS TO FORM:

RUBIN E. CRUSE, JR
County Counsel

By:  3/20/17
David M. Yorton, Jr.
Senior Deputy County Counsel

DFM ASSOCIATES, a California Corporation

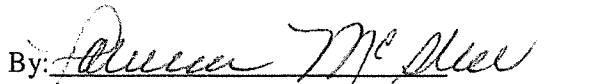
By: 

Print Name: THOMAS DIEBOLT

Title: PRESIDENT

Date: 3.16.17

Taxpayer ID No: 95-3647032

By: 

Print Name: PATRICIA McALEER

Title: CFO

Date: 3-20-2017