

AGREEMENT NO.
(Short-Form Agreement)

THIS AGREEMENT is made this 1st day of July, 2021, by and between the County of Yolo ("COUNTY"), and Magellan Litigation Support Services, Inc. ("CONTRACTOR"), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following personal services: Scanning, processing and loading documents into proprietary databases, coding of document, and on-line hosting of data. Assist with document productions, deposition summaries, fact management, and/or analysis projects as needed by [case attorneys]. Provide trial support as needed.
2. CONTRACTOR shall perform said services between July 1, 2021, and June 30, 2022. Upon mutual agreement contract may be extended in writing for two (2) additional one (1) year terms.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements, Exhibit B: Pricing.
4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$75,000.00 per year, as identified rates in Exhibit B..
5. CONTRACTOR, at his sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.
6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, it's officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.
7. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Contract Documents. SUBCONTRACTOR further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR's work. A copy of the COUNTY's Contract Document Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Cynthia A. Coleman
Contractor Signature
Cynthia Coleman
Printed Name

P.O. Box 22524
Street Address/PO Box

Bakersfield, CA 93390
City/State/Zip

(661) 377-0301
Phone

COUNTY:

Jeff W. Reising, Department Head

DocuSigned by:

Ryan Pistoichini 9/8/2021

Ryan Pistoichini, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Cynthia A. Coleman

EXHIBIT A

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation – Statutory Limits/Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Exhibit B-Pricing

A. Scope of Work:

The services we provide for our clients include scanning, processing (identifying logical document breaks, Bates stamping and running OCR across the documents), loading into proprietary databases, coding of documents, and on-line hosting of all the data so the DA's can review their data 24/7 from anywhere they have an internet connection. We assist with document productions, as well as investigative discovery assignments. We also do analysis projects (document review on specific issues as requested), and provide trial support (digital display of documents).

B. Payment Terms:

See attached rate sheet.

2. All invoices are to be e-mailed to:

David.Irey@yolocounty.org and

Nancy.wheeler@yolocounty.org

Point of contact: David Irey (530) 406-4502 or
Nancy Wheeler (530) 666-8385

C. Notice:

All notices shall be sent to the following addresses by facsimile or email providing confirmation is obtained and the following facsimile or emails are used:

Contractor: P.O. Box 22524
Bakersfield, CA 93390
Fax: (661) 695-5871
e-mail: clndy@magellanlss.com

County: 301 Second Street
Woodland, CA 95695
Fax: (530) 666-8185
e-mail: david.Irey@yolocounty.org
e-mail: nancy.wheeler@yolocounty.org



PO Box 22524
Bakersfield CA 93390
661 377 0301
www.magellanlss.com

LITIGATION SUPPORT SERVICES

Evidence Management, Data Hosting, and Trial Support

**RATE SHEET
(2021 Rev 1)**

Magellan utilizes IPRO Enterprise and IPRO Review services to provide clients a fully scalable, hosted platform for 24/7 access to case data.

Litigation Support:

- **\$155.00 per hour. Tier I: Trial / Pre-Trial Support / Tier I Project Management and Analysis:**
 - Attorney Liaison / Evidence Tracking / Comprehensive Case Management
 - Review, summarize, and analysis of discovery materials; witness interviews; public records review (online and onsite – may require travel time); document compilation
 - Processing of additional materials during deposition or trial, including, but not limited to, preparing Trial Director, and/or building PowerPoint presentations.
 - Deposition summaries utilizing TextMap
 - Fact Management utilizing CaseMap
 - Digital presentation of evidence for use in settlement, mediation, deposition, and trial.
- **\$125.00 per hour. Tier II: Trial / Pre-Trial Support / Tier II Project Management and Analysis:**
 - Attorney Liaison / Evidence Tracking / Comprehensive Case Management
 - Review, summarize, and analysis of discovery materials; witness interviews; public records review (online and onsite – may require travel time); document compilation
 - Processing of additional materials during deposition or trial, including, but not limited to, preparing Trial Director, and/or building PowerPoint presentations.
 - Deposition summaries utilizing TextMap
 - Fact Management utilizing CaseMap
 - Digital presentation of evidence for use in settlement, mediation, deposition, and trial.
 - Audio and Video Syncing and editing; captioning
- **\$95.00 per hour. Tier III / Project Management and Analysis**
 - Assist in document productions, report generation, and analysis.
 - Assist with PowerPoint slides/presentation
 - Deposition summaries utilizing TextMap
 - Audio / Video review and clip generation

Electronic Discovery Processing (native files):

Per EDD Job: Ingestion and Deduplication only (includes extraction of metadata requested by client)

- 0 – 100 GB* \$ 65.00 Per GB
- 101 – 200 GB* \$ 55.00 Per GB
- 201+ GB* \$ 40.00 Per GB



PO Box 22524
Bakersfield, CA 93390
www.magellaniss.com

LITIGATION SUPPORT SERVICES

Evidence Management Data Hosting and Trial Support

Document Printing / Special Projects

Blowbacks (paper productions):*

8-1/2 x 11 \$ 0.15 per page

8-1/2 x 14 \$ 0.25 per page

11 x 17 \$ 0.50 per page

* Documents larger than 11x17 will be outsourced at cost + 10%

Binders (subject to cost at time of project)

Tabs

\$ 0.15 per tab

Hosted Data and User Access:

Data Access fee is \$75.00 per month per User Logon. [User's with multiple hosted cases pay one User's fee per month – not per case.]

0 – 12.9 GB*	\$ 8.00	Per GB	monthly (*\$100.00 minimum)
13 – 124.9 GB	\$ 6.50	Per GB	monthly
125 – 499.9 GB	\$ 5.52	Per GB	monthly
500 GB - 999.9 GB	\$ 4.69	Per GB	monthly
1.0 TB +	\$ 3.98	Per GB	monthly
Archive Space**	\$ 1.85	Per GB	monthly (**storage of EDD original data – not accessible to Users)

Review Project Management:

- \$75.00 per hour. Project Management
 - Database maintenance (add/remove users; managing permissions; database modifications)
 - Receiving, reviewing and loading incoming productions
 - Processing out-going productions
 - Special projects as requested by client
 - Pre-loading tasks – identify logical document breaks in multi-document PDFs

Review User Training:

Review Training is offered at client locations using client data for real-time results. Training sessions require projector, screen, and fast internet access. A computer training room is the best scenario; however, trainings have been conducted in conference rooms with each attendee supplying a laptop with the Review plug-in pre-loaded and tested.

\$350.00 per trainee – maximum \$2,500.00 per session – plus travel expenses. Two trainers will support groups of 6 or more trainees. (Maximum group size 20 trainees)

Remote training is conducted at an hourly rate of \$75.00 per hour.

CONFIDENTIAL – DO NOT DISTRIBUTE



PO Box 22524
Bakersfield CA 93390
661 377 0301
www.magellanlss.com

LITIGATION SUPPORT SERVICES

Data Hosting, and Trial Support

Document Coding:

- **\$1.15 per record (Discounted). Comprehensive Document Coding**
 - Comprehensive document coding includes basic fields (DocDate, DocType, Author, Addressee, and CC), 1 summary/description field, and up to five (5) custom short fields
- **\$0.95 per record. (Discounted) Basic Document Coding**
 - Basic document coding – DocDate, DocType, Author, Addressee, CC
- **\$0.75 per record. Limited Coding**
 - Coding of customer specific fields (up to 4 short fields)

ADDITIONAL SERVICES AND MISCELLANEOUS COSTS:

Skip Trace	\$ 20.00 per report
Flash Drive: (subject to cost at time of project)	\$ 15 - 35.00 per drive
External Hard Drive: (subject to cost at time of project)	\$ 75 - 120.00 per drive

Trial Retainer:

Trial support is provided at the hourly rate above. A trial retainer is required two weeks in advance of trial, and is based on the projected length of trial and one trial support technician. Magellan estimates trial retainers based on 60 hours per week per trial support technician. The trial retainer will be equal to 50% of the projected length of the trial for one trial support technician. (i.e., if trial is estimated for one month— the trial retainer required would be 120 hours).

Travel Expense:

Travel Time 50% of hourly rate
Hotel Expenses: Cost / Straight Reimbursement
Parking: Cost / Straight Reimbursement
Airfare: Cost / Straight Reimbursement
Other travel costs may include cab fare, mileage (at current IRS rate), etc.

Miscellaneous costs may include specialized tabs, binders, shipment of equipment for use in out-of-town projects/depositions/trials, toner cartridges purchased during trial (if not supplied by client), or other extraneous costs.



REQUEST FOR SOLE/SINGLE SOURCE

To: Procurement Division or for use at the Board of Supervisors

*to include in Agenda Quick

From: District Attorney

Reference Number:

Since sole/single source purchasing is an exception to the normal procurement function, it must be objectively justified. Completion of this form should facilitate that process and provide a written record of the basis used in sole procurement decisions. **Completion of this request does not constitute approval.**

Supplier Name:	Magellan Litigation Support Services, Inc.
Street Address:	333 Palmer Drive, Ste. 230
City/State/Zip:	Bakersfield, CA 93309
Phone:	(661)337-0301
General Description of Commodity or Service requested to be Purchased and its function:	
Litigation Support Services including data processing, data hosting, document productions, electronic data discovery, and trial support.	

Note: Please use as much space needed to completely answer each question, or attach additional pages.

1) Explain why this is the only product or service that can meet the needs of the Department.

Magellan provides services to multi-county task force groups on over twenty enforcement matters at any one time. The synergies of this process have aided District Attorney, Attorney General and City Attorney Offices for over a dozen years from investigation through trial prep.

2) What necessary features does this vendor provide which are not available from other Vendors?

Magellan provides all facets of litigation support where many vendors only provide select features. Primarily in the coding and availability to respond/assist areas, Magellan has performed time and time again. In one matter Magellan helped the People in the handling of over 1.6 million pages of documents and over 100 million columns of data. Magellan is a current qualified vendor for the State.

3) Why are these specific features/qualifications required?

All data compiles by the multi-county and /or AGO are hosted for access by all offices. Data is available 2/47 and troubleshooting projects has happened around the clock.

4) Why are other sources providing like goods or services unacceptable?

Most of the other sources do not provide all of the combined services of Magellan. In addition, Magellan provides customer services above and beyond other vendors.

5) What other products/services have been examined and rejected?

Off and on over the past decade we have looked for other vendors. Some were a poor fit based strictly on capabilities, others were expensive, some complicated matters, and none of them were a solid fit for the day to day changes requests of over 25 prosecutor's offices working on over 20 active cases.

6) Will this purchase obligate us to a particular vendor for future purchases?

(Either in terms of maintenance or more "like" items in the future)

No.



7) Explain why the price for this commodity/service is considered to be fair, reasonable, and the best possible price, and explain the negotiation efforts that were taken to obtain this price.

The price is quite competitive. In the past, we compare hourly rates, per page scanning, coding rates with multiple other vendors and though not the least expensive, Magellan was in the bottom third when the entire package was considered.

8) Explain the impact to the County if the Sole/Single Source justification were not approved.

It would slow down processes in place on up to 10 currently active investigations. It would require over a dozen District Attorney's Offices working these investigations to learn a second system. It would raise the cost associated with the prosecutions because of the use of the new system.

I have made a diligent effort to review comparable products or services. I feel confident that the sole/single source purchase is justified and feel confident in explaining the justification to the general public. I hereby certify as to the validity of the information and feel confident this justification for sole/single source would withstand audit or vendor protest.

REQUESTERS NAME	SIGNATURE	DATE
David Irej		8/5/2021
DEPARTMENT HEAD NAME	SIGNATURE	DATE
Jeff W. Reisig		8/8/21

Based on the above statements and justification, I hereby agree with the purchase of this product or service on a sole/single source basis.

PURCHASING AGENT SIGNATURE REQUIRED * (NO SIGNATURE REQUIRED FOR BOS CONTRACT APPROVALS)	DATE
DocuSigned by: <i>Ryan Pistachini</i>	9/3/2021

OFFICE OF THE
DISTRICT ATTORNEY

COUNTY OF YOLO

JEFF W. REISIG
DISTRICT ATTORNEY



JONATHAN RAVEN
CHIEF DEPUTY DISTRICT ATTORNEY

JOHN EHRK
CHIEF INVESTIGATOR

NIKKI ABAURREA
CHIEF FISCAL ADMINISTRATIVE OFFICER

June 02, 2022

Magellan Litigation Support
Attn: Cynthia Coleman
PO Box 22524
Bakersfield, CA 93390

Dear Ms. Coleman,

The Yolo County District Attorney's Office is requesting to extend contract #4091 to June 30, 2023. The contract may only be extended upon mutual agreement in writing for 2 (two) additional one (1) year terms. By signing at the bottom, you are agreeing to this extension.

Thank you,

Alex Piedra
Accountant I
Yolo County District Attorney

AGREEMENT TO EXTEND
CONTRACT NUMBER 4091

The Yolo County District Attorney's Office and Magellan Litigation Support agree to extend contract number 4091 for a period of 1 year to June 30, 2023.

All terms and agreements of the original contract remain the same.

CONTRACTOR:


Cynthia Coleman

COUNTY:


Jeff W. Reisig, Department Head

AGREEMENT NO. 4091
(Amendment # 1 to Short-form Agreement No. _____)

THIS AGREEMENT AMENDMENT is made this 21th day of October, 2022 by and between the County of Yolo ("COUNTY") and Magellan Litigation Support Services, Inc, an individual ("CONTRACTOR"), who agree as follows:

AMENDED TERMS

1. CONTRACTOR shall perform the following ADDITIONAL personal services: Litigation Support Services including data processing, data hosting, document productions, electronic data discovery, and trial support.
2. CONTRACTOR shall perform these personal services between July, 2022 and June, 2023.
3. Subject to CONTRACTOR's satisfactory fulfillment of the terms and conditions of this Agreement, and upon CONTRACTOR's submission of an appropriate claim or invoice, COUNTY shall pay CONTRACTOR a total amount of \$199,999.

ADDITIONAL TERMS AND CONDITIONS

4. Additional \$124,999 added to the original contract for a new contract lifetime maximum of \$199,999
5. _

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Cynthia Coleman
Contractor Signature

Cynthia Coleman
Printed Name

P.O. Box 22524
Street Address/PO Box

Bakersfield, CA 93390
City/State/Zip

(661) 377-0301
Phone

COUNTY:

Jeff Rensig
Jeff Rensig, Department Head

DocuSigned by:

Tonia Murphy
DE4923377082437
Tonia Murphy Interim, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Cynthia Coleman
Contractor Signature

AGREEMENT NO. 4091
(Amendment # 2 to Short-form Agreement No. _____)
Second Extension

THIS AGREEMENT AMENDMENT is made this 1st day of July 2023 by and between the County of Yolo ("COUNTY") and Magellan Litigation Support Services, Inc, an individual ("CONTRACTOR"), who agree as follows:

AMENDED TERMS

1. CONTRACTOR shall perform the following ADDITIONAL personal services: Litigation Support Services including data processing, data hosting, document productions, electronic data discovery, and trial support.
2. CONTRACTOR shall perform these services between July 1st, 2023, and June 30th, 2024.
3. The Yolo County District Attorney's Office is amending the original agreement by adding \$124,999 to the original contract amount. The total new contract amount is now \$199,999.
4. By signing at the bottom, the Yolo County District Attorney's Office and Magellan Litigation Support agree to a second-year extension of the original contract #4091, from July 1st, 2023, to June 30th, 2024. Other terms and agreements of the original contract remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

CONTRACTOR:

Cynthia Coleman
Contractor Signature

COUNTY:

Jef Reisig
Jef Reisig, Department Head

Cynthia Coleman
Printed Name

P.O. Box 22524
Street Address/PO Box

Bakersfield, CA 93390
City/State/Zip

(661) 377-0301
Phone

DocuSigned by:
Tonia Murphy
9145D68FCD19412
Tonia Murphy, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

Cynthia Coleman
Contractor Signature