

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-23011076
BETWEEN THE
COUNTY OF ORANGE
AND
CENTRALSQUARE TECHNOLOGIES LLC

This AMENDMENT NUMBER TWO to Contract Number MA-060-23011076 (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 CentralSquare Technologies LLC, (hereinafter referred to as “CONTRACTOR”) with a place of business at 1000 Business Center Dr., Lake Mary, FL 32746 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for CAD/RMS/Mobile Software Support on February 7, 2023, for a three (3) year term of November 15, 2022, through and including November 14, 2025, in an amount not to exceed \$1,272,843.94 renewable for two (2) additional years (hereinafter “ORIGINAL CONTRACT”);

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on October 31, 2024, to update COUNTY address to 1382 Bell Avenue, Tustin, CA 92780 and modified Attachment A, Scope of Work Section II and Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, to add Line Item 18, in an amount not to exceed \$125,187.62 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and Conditions, Paragraph 6. Conflict of Interest – Contractor’s Personnel and Paragraph 20. Sub-Contracting, of the ORIGINAL CONTRACT in their entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein; and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT Attachment A, Scope of Work Section II and Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, to add Line Items 19-20 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;

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

1. ARTICLES

- a. General Terms and Conditions, Paragraph T. Compliance with Laws, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

T. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

- b. Additional Terms and Conditions, Paragraph 6. Conflict of Interest – Contractor’s Personnel, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

6. Conflict of Interest – Contractor’s Personnel: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

- c. Additional Terms and Conditions, Paragraph 20. Sub-Contracting, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

20. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Contractor’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must

be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

- d. Attachment A, Scope of Work, Section II. "Contractor shall provide software maintenance and support to the following items/licenses" of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

Line	Item #	Description/Module
1	990598	RMS 24x7 Software Support-includes 200 concurrent licenses, 13 Jurisdiction RMS Server Access, Modules: Traffic, Towing, Officer Activity Log, Citations
2	5123	RMS 24x7 Software Support-Yorba Linda Jurisdiction RMS Server Access-Add-on
3	990598	CAD 24x7 Software Support-includes 51 Licenses, CAD Server License
4	990598	Mobile 24x7 Software Support (with Message Switch licensing)-(General)-Vehicle use
5	061116	Mobile 24x7 License Software Support-(General)-Office use
6	091101	Mobile 24x7 License Software Support-(General):
7	12081106	Mobile 8x5 License Software Support-(General)-Vehicle use
8	5934	Mobile 24x7 License Software Support-(Multi-City)-Vehicle use (Prorated 11/20/15-11/14/16=361 days)
9	6789	Mobile 24x7 License Software Support- (Multi-City)-Any Use (2017 Planned pro-rated 359 days, 2018 Planned based on 11/16 actual x 1.03)
10	092000	Custom Solution Software Support-GenSPOut to VisionCAD PTT
11	5093	Mobile 24x7 License Software Support-(South Ops)-Office use
12	5093	Mobile 24x7 License Software Support-(Yorba Linda)-Vehicle use
13	5093	Mobile 24x7 License Software Support-(Court Ops)-Vehicle use
14	5327	Mobile 24x7 License Software Support-(OCTA)-Vehicle use
15	5665	Mobile 24x7 License Software Support-Vehicle use
16	PS-VI-AO-VIS100039-SW-OP-MT	Mobile 24x7 License Software Support-(Air Support/ECB) Vehicle use

17		Contractor Remote Online Support Connectivity (GoToAssist)
18	PS-VI-AO-VIS100039-SW-OP-MT	Mobile 24x7 License Software Support-(Technology) Vehicle use
19	Q-186076	Public Safety Project Management Services Public Safety Technical Services (CAD & MobileVision Server Rehost)
20	Q-167248	Public Safety Project Management Services Public Safety Technical Services (RMS/FBR Server Rehost)

- e. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:

Line	Item #	Custom Name	Product Name	Description/Module	1st Year Cost (11/15/22-11/14/23)	2nd Year Cost (11/15/23-11/14/24)	3rd Year Cost (11/15/24-11/14/25)
1	990598	Vision RMS	RMS Workstation Software Annual Maintenance Fee	RMS 24x7 Software Support-includes 200 concurrent licenses, 13 Jurisdiction RMS Server Access, Modules: Traffic, Towing, Officer Activity Log, Citations	102,485.72	107,610.01	112,990.51
2	5123	Vision RMS	Enterprise RMS Integrated Solution Annual Maintenance Fee	RMS 24x7 Software Support-Yorba Linda Jurisdiction RMS Server Access-Add-on	1,566.94	1,645.28	1,727.55
3	990598	Vision CAD	CAD Workstation License (IN) Annual Maintenance Fee	CAD 24x7 Software Support-includes 51 Licenses, CAD Server License	111,182.14	116,741.24	122,578.31
4	990598	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 Software Support (with Message Switch licensing)-(General)-Vehicle use	112,170.98	117,779.52	123,668.50
5	061116	Vision Mobile	Mobile CAD Interface Annual Maintenance Fee	Mobile 24x7 License Software Support-(General)-Office use	5,928.54	6,224.97	6,536.22
6	091101	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(General):	28,256.47	29,669.29	31,152.75

7	12081106	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 8x5 License Software Support- (General)-Vehicle use	255.30	268.06	281.46
8	5934	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Multi-City)-Vehicle use (Prorated 11/20/15- 11/14/16=361 days)	11,336.54	11,903.36	12,498.53
9	6789	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Multi-City)-Any Use (2017 Planned pro- rated 359 days, 2018 Planned based on 11/16 actual x 1.03)	11,772.00	12,360.60	12,978.63
10	092000	Custom Interface	Enterprise CAD Integrated Solution Annual Maintenance Fee	Custom Solution Software Support- GenSPOut to VisionCAD PTT	4,962.79	5,210.93	5,471.48
11	5093	Vision Mobile	Mobile CAD Interface Annual Maintenance Fee	Mobile 24x7 License Software Support- (South Ops)-Office use	629.27	660.73	693.76
12	5093	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Yorba Linda)- Vehicle use	4,424.85	4,646.09	4,878.39
13	5093	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Court Ops)-Vehicle use	2,042.25	2,144.36	2,251.58
14	5327	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (OCTA)-Vehicle use	1,872.10	1,965.70	2,063.99
15	5665	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- Vehicle use	3,360.47	3,528.50	3,704.92
16	PS-VI- AO- VIS10003 9-SW-OP- MT	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (AirSupport/ECB) Vehicle use	1,969.49	663.86	697.05
17		Remote Support Connectivity	Enterprise CAD Integrated Solution Annual Maintenance Fee	Contractor Remote Online Support Connectivity (GoToAssist)	454.23	476.94	500.79

18	PS-VI- AO- VIS10003 9-SW-OP- MT	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Technology) Vehicle use	89,930.88	13,677.59	21,579.15
19	Q-186076		Public Safety Project Management Services (Fixed Fee) Public Safety Technical Services (Fixed Fee)	CAD & VisionMobile Server Rehost	-	-	4,290.00 20,670.00
20	Q-167248		Public Safety Project Management Services (Fixed Fee) Public Safety Technical Services (Fixed Fee)	RMS & FBR Server Rehost	-	-	5,850.00 29,250.00
Total Annual Maintenance					494,600.96	437,177.03	526,313.57

- f. Attachment B, Compensation and Pricing Provisions, Section 8. Payment – Invoicing Instructions, of the ORIGINAL CONTRACT is amended in part as follows:

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Technology Division
1382 Bell Ave.
Tustin, CA 92780
Attn: TechnologyInvoices@ocsheriff.gov

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-23011076.

***Contractor: CentralSquare Technologies LLC**

By: DocuSigned by: Ron A. Anderson Title: Chief Revenue Officer
Print Name: Ron A. Anderson Date: 3/21/2025

***Contractor: CentralSquare Technologies LLC**

By: DocuSigned by: Barry Medintz Title: General Counsel & Secretary
Print Name: Barry Medintz Date: 3/21/2025

**If the contracting party is a corporation, (2) two signatures are required: (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 or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution 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: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

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

by DocuSigned by: Annie Loos
Deputy BY726751D1E947E...

**CERTIFICATE OF THE
SECRETARY**

Upon execution, this hereby supersedes and replaces any and all previous and applicable Certificates of the Secretary solely as they relate to CentralSquare Technologies, LLC, a Delaware limited liability company (“Company”). The undersigned, Barry Medintz, does hereby certify, solely in his capacity as the General Counsel and Corporate Secretary of the Company, that effective January 5, 2023, the individuals holding the positions listed below are each an authorized signatory on behalf of the Company, and that by virtue of such positions, are authorized to enter into, negotiate, execute and deliver any and all contracts, amendments, bids, proposals, instruments, documents and other agreements between the Company and its customers or in support of a contract with a customer, in the name of, and on behalf of, the Company.

Manolis Kotzabasakis, *Chief Executive Officer*
Barry Medintz, *General Counsel and Corporate Secretary*
Sara Grilliot, *Chief Financial Officer*
Timothy Boyle, *Chief Customer Officer*
Ron A. Anderson, *Chief Sales Officer*

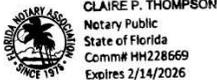
IN WITNESS WHEREOF, the undersigned has caused this Certificate of Secretary to be duly executed this 8th day of November, 2023.

By: 
Name: Barry Medintz
Title: General Counsel and Corporate Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

I hereby attest that Barry Medintz, who is personally know to me, appeared before me on November 8, 2023, who is dully authorized as company representative to sign.

Notary: 
Name: Claire P. Thompson



AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-23011076
BETWEEN THE
COUNTY OF ORANGE
AND
CENTRALSQUARE TECHNOLOGIES LLC

This AMENDMENT NUMBER ONE to Contract Number MA-060-23011076 (hereinafter “AMENDMENT NUMBER ONE”) between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter “COUNTY”), and CentralSquare Technologies LLC, (hereinafter referred to as “CONTRACTOR”) with a place of business at 1000 Business Center Dr., Lake Mary, FL 32746 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for CAD/RMS/Mobile Software Support on February 7, 2023, for a three (3) year term of November 15, 2022 through and including November 14, 2025, in an amount not to exceed \$1,272,843.94 renewable for two (2) additional years (hereinafter “ORIGINAL CONTRACT”);

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to update COUNTY address to 1382 Bell Avenue, Tustin, CA 92780 and to modify Attachment A, Scope of Work Section II and Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, to add Line Item 18, in an amount not to exceed \$125,187.62 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT and 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. Additional Terms and Conditions, Section 17. Notices, of the ORIGINAL CONTRACT, is amended in part as follows:

County: Sheriff-Coroner Department/Technology Division
1382 Bell Ave.
Tustin, CA 92780
Attn: Luana Weinkauf
714-704-7961
Email: lweinkauf@ocsheriff.gov

- b. Attachment A, Scope of Work, Section II. “Contractor shall provide software maintenance and support to the following items/licenses” of the ORIGINAL CONTRACT is amended in part to add Item 18 as follows:

18	PS-VI-AO-VIS100039-SW-OP-MT	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(Technology) Vehicle use
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- c. Attachment B, Compensation and Pricing Provisions, Section 2. Fees and Charges, of the ORIGINAL CONTRACT is amended in part as follows:

18	PS-VI-AO-VIS100039-SW-OP-MT	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(Technology) Vehicle use	\$89,930.88	13,677.59	21,579.15
	Total Annual Maintenance				494,600.96	437,177.03	466,254.68

- d. Attachment B, Compensation and Pricing Provisions, Section 8. Payment – Invoicing Instructions, of the ORIGINAL CONTRACT is amended in part as follows:

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Technology Division
 1382 Bell Ave.
 Tustin, CA 92780
 Attn: TechnologyInvoices@ocsheriff.gov

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-23011076.

***Contractor: CentralSquare Technologies LLC**

DocuSigned by:
By: Ron A. Anderson Title: Chief Revenue Officer
Print Name: RON A. Anderson Date: 10/21/2024

***Contractor: CentralSquare Technologies LLC**

DocuSigned by:
By: Barry Medintz Title: General Counsel & secretary
Print Name: Barry Medintz Date: 10/21/2024

**If the contracting party is a corporation, (2) two signatures are required: (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 or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above-described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution 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: [Signature] Title: Administrative Manager I
Print Name: Olivia Prudencio Date: 10/31/24

**CERTIFICATE OF THE
SECRETARY**

Upon execution, this hereby supersedes and replaces any and all previous and applicable Certificates of the Secretary solely as they relate to CentralSquare Technologies, LLC, a Delaware limited liability company (“Company”). The undersigned, Barry Medintz, does hereby certify, solely in his capacity as the General Counsel and Corporate Secretary of the Company, that effective May 1, 2024, the individuals holding the positions listed below are each an authorized signatory on behalf of the Company, and that by virtue of such positions, are authorized to enter into, negotiate, execute and deliver any and all contracts, amendments, bids, proposals, instruments, documents and other agreements between the Company and its customers or in support of a contract with a customer, in the name of, and on behalf of, the Company.

- Manolis Kotzabasakis, *Chief Executive Officer*
- Barry Medintz, *General Counsel and Corporate Secretary*
- Sara Grilliot, *Chief Financial Officer*
- Timothy Boyle, *Chief Customer Officer*
- Ron A. Anderson, *Chief Sales Officer*

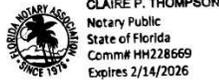
IN WITNESS WHEREOF, the undersigned has caused this Certificate of Secretary to be duly executed this 9th day of May, 2024.

By: 
 Name: Barry Medintz
 Title: General Counsel and Corporate Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

I hereby attest that Barry Medintz, who is personally know to me, appeared before me on May 9, 2024, who is dully authorized as company representative to sign.

Notary: 
 Name: Claire P. Thompson



Contract MA-060-22011978
with
CentralSquare Technologies LLC
for
CAD/RMS/Mobile Software Support

This Contract MA-060-22011978 for CAD/RMS/Mobile Software Support (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County”) and CentralSquare Technologies LLC, with a place of business at 1000 Business Center Drive, Lake Mary, FL 32746 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, Contractor and County are entering into this Contract for CAD/RMS/Mobile Software Support under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide CAD/RMS/Mobile Software Support to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for CAD/RMS/Mobile Software Support with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract, including Attachments which have been incorporated herein by reference, 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 adjudication to another county.

- B. **Entire Contract:** This Contract and Attachments contain 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 software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- 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 either Party unless authorized by both Parties in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. Delivery shall be made in accordance with Attachment A, Scope of Work. 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, descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the service components or software shall not bind County to accept future service components or software. Delivery shall not be deemed to be complete until all software and services have actually been received and accepted in writing by County.
- F. **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 in accordance with Attachment A, Scope of Work and 2) payment shall be in accordance with Attachment B, Compensation and Pricing Provisions.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, and 2) the services will be provided in accordance with applicable, commercially acceptable standards for such services. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," 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. **CONTRACTOR MAKES AND COUNTY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 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 to the best of its actual and current knowledge, or information that the Contractor should know, Contractor's software does not infringe upon or violate any patent, proprietary right, or trade secret right of any third party.

Contractor will, at its expense defend County against any claim, action or proceeding by a third party (“Action” herein) in which the County is named as a Defendant or Cross-Defendant for infringement by the Contractor’s Software of copyright, patent, or trade secrets. County agrees to immediately notify Contractor in writing of such Action and will cooperate with Contractor and its legal counsel in the defense thereof. In the event that the County is named as a Defendant or Cross-Defendant, Contractor shall notify County of the identity of its counsel, who will also be representing the County pursuant to the Indemnification provision below, and request approval in writing by County, which approval shall not be unreasonably withheld.

Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the County the right to continue using the Contractor’s software, or (iv) modify or replace the Contractor’s software so that it no longer infringes (so long as the functionality and performance described in Contractor’s specifications substantially remains the same following such modification or replacement). Any settlement must be approved by the County Board of Supervisors if the settlement (a) has a finding that the County is liable or at fault in any way for the alleged infringement and/or (b) includes any financial obligation or a monetary award that the County would be liable to pay.

If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and the County’s use of the Contractor software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return to the County the Contractor software license fee(s) paid by the County under this Contract less a prorated portion of said fee(s) for the County’s use of the Contractor software (calculated by multiplying the ratio of the number of months of actual use in live operations to sixty (60) months times the license fees paid) and the licenses granted in this Contract shall terminate.

Notwithstanding the above, Contractor shall have no duty under this paragraph “H” with respect to any claim, action or proceeding arising from or related to infringements (i) resulting from use of the Contractor’s software in combination with hardware or software not provided by Contractor; (ii) arising out of modifications to the Contractor Software and/or Documentation not made by or under the direction of Contractor; or (iii) resulting from use of the Contractor software to practice any method or process which does not occur wholly within the Contractor software. This paragraph “H” states the entire obligation of Contractor regarding infringement of intellectual property rights, and it will survive the termination of this Contract. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” 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, costs and expenses but not including attorney’s fees.

- I. **Assignment:** 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 by Contractor without the express written consent of County, which consent shall not be unreasonably withheld. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 of the California Labor Code.

- K. Termination: In addition to any other remedies or rights either Party may have by law, in the event that a Party fails to comply with any material term or condition of this Contract, the other Party has the right to terminate this Contract following thirty (30) days prior written notice to the Party alleged to be in breach, provided that such breach has not been cured within said thirty (30) day period. In the case of failure to pay monies due to Contractor in accordance with Attachment B, Compensation and Pricing Provisions, Contractor may terminate this Contract following thirty (30) days written notice to County unless such failure is cured within said thirty (30) day period. County may terminate this Contract for convenience following thirty (30) days prior written notice to Contractor. County may terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any material breach of Contract, or 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. 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.
- N. Performance: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work in accordance with Attachment A, Scope of Services. 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 workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all applicable permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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 with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a 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:

<u>Coverage</u>	<u>Minimum Limits</u>
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions are "Claims-Made" policies, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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 (30) 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 nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, which County's approval to assign shall not be unreasonably withheld, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach 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.
- S. 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. Contractor shall not disclose any of County's confidential information without County's express prior written consent for any such disclosure and shall not use any County confidential information, except as expressly set forth in this Contract. If any of County's confidential information is subject to production pursuant to any Federal or State statutes(s) and/or court orders providing for disclosure of records, documents or other material, Contractor shall (i) provide to County written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to County a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the release, access and/or disclosure of the County's confidential information.

County agrees to maintain the confidentiality of Contractor's confidential information, Contractor's Software and its associated documentation. If any Contractor confidential information is subject to production pursuant to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, the County shall: (i) provide to Contractor written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof; (ii) provide to Contractor a reasonable opportunity to respond to and/or oppose such action in the appropriate forum; and, (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor confidential information. In the event County is sued as a result of withholding records or information based upon Contractor's assertion of confidentiality, trade secret, etc., Contractor agrees to indemnify the County and to pay County, in full, for the costs of defense of the case, including the costs for the County's attorney; court costs; and any and all sanction that may be ordered against the County, in the form of attorneys' fees or otherwise.

- T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable 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 "Z" below, 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.
- U. Freight: Intentionally Left Blank.
- V. 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.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had 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 effect the purpose of the parties and this Contract.
- Y. **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.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, which approval shall not be reasonably withheld, 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.

Notwithstanding the foregoing, excluding third party claims for patent, copyright or trade secret infringement, the total liability of Contractor for any claim or damage arising from or otherwise related to this Contract, whether in contract, tort, by way of indemnification or under statute, shall be limited to direct damages which shall not exceed: (i) one and one-half (1.5) times the Contract Price set forth in Attachment B not including years one (1) through five (5) of annual software maintenance and support and subscription fees; or (ii) for claims arising under annual software support, the software support fees paid during the twelve (12) month support term in which the claim arises; or (iii) in the case of bodily injury, personal injury or property damage for which the defense and indemnity coverage is provided by Contractor's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- AA. 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.

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 agreement shall be forwarded to the surviving entity in the case of a merger or acquisition, or in the event of liquidation, to County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

- CC. Contractor Software:

- a. The County shall not use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software or Documentation, or permit others to do said acts, except as provided in this Contract. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of Contractor. In such event, the County shall not be entitled to a refund of the fees paid hereunder.
- b. The Software rights granted in this Contract or in connection with it are for object code only and do not include a license or any rights to source code. The County is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such source code, even if such source code is loaded on the equipment. The loading and/or using of source code to any Software by Contractor or its employees on any computer system equipment at the County's location or any other location associated with the County shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the source code.

- c. The County may not export the Software or Documentation outside the United States without the written agreement of Contractor. In the event of such written agreement, the County agrees to comply with all applicable U.S. export rules and regulations.
- d. The rights granted herein are effective until surrendered or terminated in accordance with the provisions of this Contract. In the event of such surrender or termination, the County shall remove all Contractor Software covered in this Contract from its computer system and at Contractor's direction, either return the Software and its associated Documentation to Contractor, or destroy the Software and Documentation and verify such destruction in writing to Contractor. Such surrender shall not affect Contractor's right to receive and retain the fees and expense earned hereunder.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from 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 on November 15, 2022 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
6. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
8. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project

must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

9. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
10. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
11. **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.
12. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
13. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

14. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
15. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise

treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

16. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
17. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: CentralSquare Technologies LLC
 1000 Business Center Drive
 Lake Mary, FL 32746
 Attn: Michelle Turner
 321-245-5734
 Email: michelle.turner@centralsquare.com

County: Sheriff-Coroner Department/Technology Division
 840 N. Eckhoff St., Ste.104
 Orange, CA 92868
 Attn: Luana Weinkauf
 714-704-7961
 Email: lweinkauf@ocsheriff.gov

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Victor Vega
 714-834-6318
 Email: vvega@ocsheriff.gov

18. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
19. Termination – Orderly: Upon termination by the County, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. 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 performance of the Contract.
20. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

21. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
22. Policies and Procedures: Contractor, its subcontractors, Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all applicable Information Technology (“IT”) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract.
23. Security and Policies: All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth in Section 22. Policies and Procedures and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
24. Information Access: The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall

issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

25. Security Audits: Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.

26. Ownership of Documents: The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor, excluding Contractor's Intellectual Property and any and all derivative works thereof, including any third party software provided hereunder to which all ownership shall remain with the applicable vendor. All non-Contractor or its vendor's owned documents, reports, and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and maybe used by the County as it may require without additional cost to the County. None of the County owned documents, reports, and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County. Nothing herein shall be construed as granting any title or ownership to the County of the Licensed Software, subscriptions, or associated Documentation.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract MA-060-22011978 for CAD/RMS/Mobile Software Support on the dates shown opposite their respective signatures below.

Contractor*: CentralSquare Technologies LLC

DocuSigned by:
 By: Ron A Anderson Title: Vice President of Sales
0768F4A07760832A...
 Print Name: Ron A. Anderson Date: 12/14/2022

Contractor*: CentralSquare Technologies LLC

DocuSigned by:
 By: Barry Medintz Title: Secretary
3E5CC455048AEE...
 Print Name: Barry Medintz Date: 12/14/2022

**If the contracting party is a corporation, (2) two signatures are required:
 (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 or any Assistant Treasurer.*

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



By: [Signature] Title: Supervising PCS
 Print Name: Diana Rudencio Date: 2/7/23

Approved by the Board of Supervisors: 2/7/23

Approved as to Form

Office of the County Counsel

Orange County, California

By: Liz Pejeau

Deputy

ATTACHMENT A

Scope of Work

I. Requirements

Contractor shall provide software maintenance and support for CAD (Computer-Aided Dispatch), which is used by the Emergency Communications Bureau Service Center; RMS (Records Management Systems), which maintains data for Records; Mobile, which allows wireless communications to patrol units; and all other Licensed Software licensed to the County by Contractor as further set forth herein.

A. Covered Maintenance for Licensed Software

The following matrix defines the support issues, response times and resolutions for the County's applicable Licensed Software as set forth in Section II., below, and Attachment B.

Note: Normal Customer Services Business Hours ("Business Hours") for VisionCAD, VisionMobile, Jail, Interfaces, Law RMS, FBR and Inform IQ are 8:00 AM to 5:00 PM for all US time zones on weekdays, excluding holidays. After Hours support is offered weekends, nights and holidays.

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to enter and update records. This is defined as the following:</p> <ul style="list-style-type: none"> • VisionCAD, VisionMobile, Jail, RMS, FBR or IQ system down • Critical servers inoperative, as listed in <i>Special Note #1</i>, below • Complete interruption of call taking and/or dispatch operations • Loss of ability for all Law RMS, FBR, or Jail users to log on to system <p>This means that one or more server components are down or non-functional, disabling VisionCAD, VisionMobile, Law RMS, FBR or Jail workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Business Hours: Telephone calls to 800-756-8324 are answered and managed as they come in with no need for a call back.</p> <p>After Hours: Thirty (30) minute callback after client telephone contact to 800-756-8324.</p> <p>Critical Priority: Priority 1 issues must be called in via 800-756-8324 in order to receive this level of response. [Refer to <i>Special Notes #2, 3 and 4</i>, below.]</p>

Priority	Issue Definition	Response Time
<p>Priority 2 – Urgent Priority</p>	<p>24 x 7 Support for live operations on the production system: A serious Software Error not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to perform a common function. Such errors will be consistent and reproducible.</p> <p>This is defined as the following:</p> <ul style="list-style-type: none"> • Loss of ability for a User to dispatch emergency units • Loss of ability for Law RMS users to enter Case (Incident, Arrest, and Custody) records into the system • Loss of ability for Jail users to Book or Release Inmates • Loss of ability to transfer FBR reports • Loss of critical data <p>These Software Errors are defined in <i>Special Note #4</i>, below.</p>	<p>Business Hours: Telephone calls to 800-756-8324 are answered and managed as they come in with no need for a call back.</p> <p>After Hours: One (1) hour callback after client telephone contact to 800-756-8324.</p> <p>Urgent Priority – Priority 2 issues must be called in via 800-756-8324 in order to receive this level of response. [Refer to <i>Special Notes #2, 3 and 4</i>, below.]</p>
<p>Priority 3 - High Priority</p>	<p>Business Hour Support: A significant Software Error not meeting the criteria of a Critical or Urgent Priority, but which does prevent the User from performing a common call taking or dispatching function, RMS, FBR or Jail. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of Non-Critical Data • NIBRS State Reporting Issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data <p>These Software Errors are defined in <i>Special Note #5</i>, below.</p>	<p>Business Hours: Telephone calls to 800-756-8324 are answered and managed as they come in with no need for a call back.</p> <p>After Hours: This priority of issue is not managed via after hours support. [Refer to <i>Special Notes #2 and 3</i>, below.]</p> <p>High Priority – Priority 3 issues must be called in via 800-756-8324 in order to receive this level of response. [Refer to <i>Special Notes #2 and 3</i>, below.]</p>

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Business Hour Support: A Software Error related to a user function which does not prevent routine use of the system or a higher priority issue when a reasonable workaround has been provided. Priority 4 issues include errors involving all types of system administrator function. These Software Errors are defined in <i>Special Note #6</i> , below.	Business Hours: Telephone calls to 800-756-8324 are answered and documented as they come in with no need for a call back. After Hours: This priority of issue is not managed via after hours support. [Refer to <i>Special Notes #2 and 3</i> , below.]
Priority 5 – Low Priority	Business Hour Support: All other software or documentation errors not described above. Client technical questions would be a part of this level. These Software Errors are defined in <i>Special Note #7</i> , below.	Business Hours: Telephone calls to 800-756-8324 are answered and documented as they come in with no need for a call back. After Hours: This priority of issue is not managed via after hours support. [Refer to <i>Special Notes #2 and 3</i> , below.]

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	Contractor will provide a procedural or configuration workaround or a code correction that allows the Client to resume operations. Where a workaround allows the Client to resume operations, the resulting issue ticket will be closed and a lower support priority ticket (linked to the original ticket) will be opened if additional research or action is needed. In that case, Contractor will provide a problem resolution in the form of an Upgrade or modification to the Software in a future update.	Contractor will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. Contractor will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 24 hours after notification. This excludes problems secondary to hardware, network, infrastructure and other third party products.
Priority 2 – Urgent Priority	Contractor will provide a procedural or configuration workaround or a code correction that allows the Client to resume operations. Where a workaround allows the Client to resume operations, the resulting issue ticket will be closed and a lower support priority ticket (linked to the original ticket) will be opened if additional research or action is needed. In that case, Contractor will provide a	Contractor will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. Contractor will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification. This excludes problems secondary to hardware, network, infrastructure and

Priority	Resolution Process	Resolution Time
	problem resolution in the form of an Upgrade or modification to the Software in a future update.	other third party products.
Priority 3 - High Priority	Contractor will provide a procedural or configuration workaround or a code correction that allows the Client to resolve the problem. When necessary, correction of software issues will be in a future release.	Contractor will work to provide the Client with a solution based upon the severity of the issue and the date and time of submission.
Priority 4 – Medium Priority	<p>When necessary, correction of software issues will be in future release.</p> <p>Some problems of a minor nature may be designated for repair during a future technology upgrade of the effected module. In that case, the issue will be documented in a Contractor software development document and the support ticket will be closed.</p>	Contractor will work to provide the Client with a solution based upon the severity of the issue and the date of submission.
Priority 5 – Low Priority	<p>When necessary, correction of software issues will be in future release.</p> <p>Some problems of a minor nature may be designated for repair during a future technology upgrade of the effected module. In that case, the issue will be documented in a Contractor software development document and the support ticket will be closed.</p>	<p>Contractor will work to provide the Client with a solution based upon the severity of the issue and the date of submission.</p> <p>Questions and inquiries will be managed in order based upon the date of submission.</p>

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted “Issue Definition” are defined as follows:

A. VisionCAD:

- a. The VisionCAD System is down and all workstations will not launch or function.
- b. The VisionCAD System is inoperable due to data corruption caused by the Licensed Software.
- c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through none of the available methods).

B. VisionMobile:

- a. The VisionMobile System is down and all unit mobile devices will not login or function.
- b. The VisionMobile System is inoperable due to data corruption caused by the Licensed Software.

C. Law RMS System:

- a. The Law RMS System Server is down and unavailable for queries.
- b. The Law RMS is inoperable due to data corruption caused by the Licensed Software.

- D. Jail:
 - a. The Jail System Server is down and unavailable for queries and/or inmate booking and/or release.
 - b. The Jail System is inoperable due to data corruption caused by the Licensed Software.
- E. FBR System:
 - a. The FBR Server is down and unavailable to process reports.
 - b. The FBR Server is inoperable due to data corruption caused by the Licensed Software.
- F. Inform IQ
 - a. There are no Critical Priority (Priority 1) issues for this product.

Special Note #2: Web portal entries, e-mail messages to CH_ClientServiceesTriage@tritech.com, or fax messages are reviewed the next business day; therefore, the Client should always use the telephone to report Priority 1 or 2 problems.

Special Note #3: If the Client wants an acknowledgement and tracking number to validate Priority 3, 4, or 5 issue submissions outside of business hours, such issues need to be entered via the web portal. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual designated in the ticket.

Special Note #4: Priority 2 - Urgent Priority issues meeting the previously noted “Issue Definition” are defined as follows:

- A. VisionCAD:
 - a. VisionCAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service.
 - ii. Unable to assign a unit to an incident.
 - iii. Unable to change a unit’s status.
 - iv. Unable to close an incident.
 - v. Unable to view incident information needed to dispatch an incident (using all available methods).
 - b. An ANI/ALI interface repeatedly fails to process information into an incident.
- B. VisionMobile:
 - a. Mobile users are severely impacted due to one of the following conditions:
 - i. Unable to receive new requests for service from VisionCAD.
 - ii. Unable to view incident information needed to dispatch an incident.
 - iii. Unable to send or receive justice queries (using all available methods).
- C. Law RMS System, FBR and Jail:
 - a. Law RMS - Inability to create and save reports.
 - b. FBR – Inability to enter and transfer reports into Law RMS.
 - c. Inability to create UCR/NIBRS State Reports.
 - d. Jail – Inability to book or release an inmate.
- D. Inform IQ:
 - a. There are no Urgent Priority (Priority 2) issues for this product.

Special Note #5: Priority 3 - High Priority issues meeting the previously noted “Issue Definition” are defined as follows:

- A. VisionCAD:
 - a. Inaccurate address verification information not secondary to problems with GIS data.

- b. Inaccurate unit recommendations not secondary to problems with GIS data.
 - c. The inability to view/edit premise or caution note information.
- B. VisionMobile:
 - a. Inaccurate address verification information not secondary to problems with GIS data.
 - b. The inability to view/edit premise or caution note information.
- C. Law RMS System (including FBR and Jail):
 - a. Multiple Law RMS or FBR users are severely impacted due to one of the following conditions:
 - i. Unable to retrieve existing records (using all available methods).
 - ii. Unable to modify and save changes to existing records (using all available methods).
 - b. For Law RMS, FBR, and Jail, a required module or interface is not functioning, but does not prohibit continuance of basic operations or other module, and there is not a reasonable workaround.
 - c. State reporting errors exceed the allowable rate for more than two consecutive reporting periods when submitting and validating from the Law RMS.
 - d. Data corruption caused by the Licensed Software for which there is no workaround.
- D. Priority 3 - High Priority issues do not include code file maintenance, cosmetic, documentation, reporting, or similar problems; nor questions or inquiries regarding the operation of the software or its installation and training.

Special Note #6: Priority 4 - Medium Priority issues meeting the previously noted “Issue Definition” are defined as follows:

- A. VisionCAD and VisionMobile:
 - a. System Administrator Utilities.
 - b. Query functions such as Recall or Mobile queries.
 - c. Reporting errors or calculation problems.
- B. Law RMS System, FBR, Jail, and Inform IQ:
 - a. A non-critical module or component failure, but the system is still functional and a workaround is available.
- C. Non-reproducible or intermittent errors will be categorized as Medium Priority (Priority 4).

Special Note #7: Priority 5 - Low Priority issues meeting the previously noted “Issue Definition” are defined as follows:

- A. All Licensed Software:
 - a. Terminology, wording or misspellings of text on forms and messages.
 - b. Documentation inaccuracies.
 - c. Cosmetic issues.
 - d. Questions or inquiries relating to functionality, system administration, or installation.

Special Note #8: Disaster Recovery CAD/Mobile Systems do not generally qualify for an after-hours support response unless the Production System has failed-over to the Disaster Recovery System. However, it is important that the Disaster Recovery System CAD and Mobile be in an operational state in case there is a need for a fail-over. If the Disaster Recovery System following a test fail-over or split brain configuration is inoperable for more than one (1) business day, the Client and the TriTech On-Call Manager should discuss the situation and mutually agree upon a plan for a timely resolution of the

problem.

Special Note #9: State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items.

- A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Law RMS Licensed Software as necessary to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.
- B. Modifications to installed CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

B. County Responsibilities

1. Maintenance Support Information: County shall provide all information requested by Contractor which is reasonably required by Contractor to complete its maintenance support responsibilities provided herein.
2. Contractor has approved Bomgar as the sole primary form of support connectivity for its software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The County has access to log information through the Contractor's support ticket management system client portal on Contractor's website. Backup support connectivity is also required. The County will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the County's team to assist in troubleshooting.
3. Backup of data: County is responsible for maintaining proper backups of all data in the event that it becomes necessary to recover from a disk storage failure, a catastrophic system failure, or a disaster affecting the County facilities.
4. Hardware and Network Upgrades: County acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently of Contractor, Contractor has no control over the turnover of product or obsolescence of technology of third party products. County also acknowledges that Contractor develops its Minimum Recommended Hardware Configuration specifications based upon the third party product information available at the time of publication. Therefore, with respect to third party hardware and software, County shall retain the responsibility for the costs of purchase and installation of hardware and software upgrades necessary to maintain the functionality of the Contractor's Licensed Software. Contractor develops the Minimum Recommended Hardware Configuration specifications without consideration for other non-Contractor supplied software applications. Additional hardware specifications should be considered if the County intends to support other software applications on the server and/ or network infrastructure being used to support the Contractor Licensed Software. Additionally, the accumulation of data in County's database over a period of time may require expanding the capacity of disk drives and memory of the system servers and workstations in order to maintain acceptable system performance. Subject to all of the affirmative duties and obligations of Contractor under this System Maintenance Agreement, it is the County's sole responsibility to maintain the system according to Contractor's Minimum Recommended Hardware Configuration specifications to ensure adequate performance and availability of the Contractor's Licensed Software.

C. Additional Products and Services

1. Onsite Professional and Technical Services: County may from time-to-time request that Contractor perform additional professional and technical services to install, upgrade, re-platform, migrate data, and/or provide onsite training for the Contractor's Licensed Software. Contractor shall perform these services and County shall accept and pay for such services, pursuant to the terms and conditions provided herein. Such services shall be provided for a fee in addition to the annual maintenance fees, but only by the mutual agreement of both parties based upon the services defined by Contractor in an Itemized Quote for Professional and Technical Services and shall be subject to the terms and conditions contained in this Contract. Such additions shall only be authorized by formal amendment to this Contract.
2. Additional Products and Services: County may from time-to-time request that Contractor perform additional professional and technical services to deliver, install, and train on additional Contractor licensed software products. Contractor shall deliver these products and perform these services and County shall accept and pay for such products and services, pursuant to the terms and conditions provided herein. Such products and related professional and technical services shall be provided for a fee in addition to the annual maintenance fees, but only by the mutual agreement of both parties based upon the products and services defined by Contractor in an Itemized Quote for Products and Services incorporated herein under – Additional Products and Services and, as applicable, related attachments incorporated therein and shall be subject to the terms and conditions contained in this Contract and shall only be authorized by formal amendment to this Contract.

D. Product Versions/Releases and Support

1. Contractor's obligation to provide support of the Contractor's Licensed Software under this Contract diminishes as products are replaced by more current Releases or Versions. The current, generally available (referred to as GA) Release or Version of the Contractor's Licensed Software and the Version or Release immediately preceding it are fully supported. These two Versions/Releases qualify for the support defined under Section I.A., Covered Maintenance for Licensed Software (above). Any Versions or Releases older than these two referenced above will be eligible, at Contractor's discretion, to receive telephone support and resolution of Critical (Priority 1) defects only as they occur up to the announced End-of-Life date for Contractor's Licensed Software product. Contractor will announce the availability of new software Releases and Versions to facilitate timely upgrades to avoid product obsolescence.

II. Contractor shall provide software maintenance and support to the following items/licenses:

(see next page)

Line	Item #	Description/Module
1	990598	RMS 24x7 Software Support-includes 200 concurrent licenses, 13 Jurisdiction RMS Server Access, Modules: Traffic, Towing, Officer Activity Log, Citations
2	5123	RMS 24x7 Software Support-Yorba Linda Jurisdiction RMS Server Access-Add-on
3	990598	CAD 24x7 Software Support-includes 51 Licenses, CAD Server License
4	990598	Mobile 24x7 Software Support (with Message Switch licensing)-(General)-Vehicle use
5	061116	Mobile 24x7 License Software Support-(General)-Office use
6	091101	Mobile 24x7 License Software Support-(General):
7	12081106	Mobile 8x5 License Software Support-(General)-Vehicle use
8	5934	Mobile 24x7 License Software Support-(Multi-City)-Vehicle use (Prorated 11/20/15-11/14/16=361 days)
9	6789	Mobile 24x7 License Software Support- (Multi-City)-Any Use (2017 Planned pro-rated 359 days, 2018 Planned based on 11/16 actual x 1.03)
10	092000	Custom Solution Software Support-GenSPOut to VisionCAD PTT
11	5093	Mobile 24x7 License Software Support-(South Ops)-Office use
12	5093	Mobile 24x7 License Software Support-(Yorba Linda)-Vehicle use
13	5093	Mobile 24x7 License Software Support-(Court Ops)-Vehicle use
14	5327	Mobile 24x7 License Software Support-(OCTA)-Vehicle use
15	5665	Mobile 24x7 License Software Support-Vehicle use
16	PS-VI-AO-VIS100039-SW-OP-MT	Mobile 24x7 License Software Support-(AirSupport/ECB) Vehicle use
17		Contractor Remote Online Support Connectivity (GoToAssist)
OTHER SOFTWARE SUPPORT*		
CLETS Interface (CAD/ELETE)*		
Alarm Interface (Pro Systems)*		
Mobile AVL Software License Support*		
<i>*no additional cost services</i>		

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for CAD/RMS/Mobile Software Support as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services in accordance with Attachment A, Scope of Services. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

(see next page)

Line	Item #	Custom Name	Product Name	Description/Module	1st Year Cost (11/15/22- 11/14/23)	2nd Year Cost (11/15/23- 11/14/24)	3rd Year Cost (11/15/24- 11/14/25)
1	990598	Vision RMS	RMS Workstation Software Annual Maintenance Fee	RMS 24x7 Software Support-includes 200 concurrent licenses, 13 Jurisdiction RMS Server Access, Modules: Traffic, Towing, Officer Activity Log, Citations	102,485.72	107,610.01	112,990.51
2	5123	Vision RMS	Enterprise RMS Integrated Solution Annual Maintenance Fee	RMS 24x7 Software Support-Yorba Linda Jurisdiction RMS Server Access-Add-on	1,566.94	1,645.28	1,727.55
3	990598	Vision CAD	CAD Workstation License (IN) Annual Maintenance Fee	CAD 24x7 Software Support-includes 51 Licenses, CAD Server License	111,182.14	116,741.24	122,578.31
4	990598	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 Software Support (with Message Switch licensing)-(General)-Vehicle use	112,170.98	117,779.52	123,668.50
5	061116	Vision Mobile	Mobile CAD Interface Annual Maintenance Fee	Mobile 24x7 License Software Support-(General)-Office use	5,928.54	6,224.97	6,536.22
6	091101	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(General):	28,256.47	29,669.29	31,152.75
7	12081106	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 8x5 License Software Support-(General)-Vehicle use	255.30	268.06	281.46
8	5934	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(Multi-City)-Vehicle use (Prorated 11/20/15-11/14/16=361 days)	11,336.54	11,903.36	12,498.53
9	6789	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support- (Multi-City)-Any Use (2017 Planned pro-rated 359 days, 2018 Planned based on 11/16 actual x 1.03)	11,772.00	12,360.60	12,978.63

10	092000	Custom Interface	Enterprise CAD Integrated Solution Annual Maintenance Fee	Custom Solution Software Support-GenSPOut to VisionCAD PTT	4,962.79	5,210.93	5,471.48
11	5093	Vision Mobile	Mobile CAD Interface Annual Maintenance Fee	Mobile 24x7 License Software Support-(South Ops)-Office use	629.27	660.73	693.76
12	5093	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(Yorba Linda)-Vehicle use	4,424.85	4,646.09	4,878.39
13	5093	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(Court Ops)-Vehicle use	2,042.25	2,144.36	2,251.58
14	5327	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(OCTA)-Vehicle use	1,872.10	1,965.70	2,063.99
15	5665	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-Vehicle use	3,360.47	3,528.50	3,704.92
16	PS-VI-AO-VIS100039-SW-OP-MT	VisionMobile AVL	Enterprise CAD Integrated Solution Annual Maintenance Fee	Mobile 24x7 License Software Support-(AirSupport/ECB) Vehicle use	1,969.49	663.86	697.05
17		Remote Support Connectivity	Enterprise CAD Integrated Solution Annual Maintenance Fee	Contractor Remote Online Support Connectivity (GoToAssist)	454.23	476.94	500.79
18	Total Annual Maintenance				404,670.08	423,499.44	444,674.42

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3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Invoices are to be submitted to the County at the address in paragraph "8" below in advance of each year of the Contract, and prior to each subsequent additional renewal term as defined in this Contract. Contractor will invoice County approximately thirty (30) days in advance of the start date for each year of the Contract or subsequent renewal term, with the exception of the initial year of the Contract, for which the invoice shall be submitted thirty (30) days after execution of the Contract. Contractor shall reference Contract number on invoice and the invoice format shall be acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. Payment will be due thirty (30) days after receipt of an invoice. 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.

7. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices

- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Technology Division
840 N. Eckhoff St., Ste. 104
Orange, CA 92868
Attn: Luana Weinkauf
Email: technologyinvoices@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT)):

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices:

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.