

Contract Summary Form

ESi Acquisition, Inc.

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details an annual not to exceed amount of \$139,819.

WHEREAS, COUNTY desires to modify Attachment A, Scope of Work, of the ORIGINAL CONTRACT to add COUNTY Obligations and Limitations on Use of Hosted Services, and to amend Attachment B, Compensation and Pricing Provisions, to add product enhancements in the amount of \$98,106.18, for a new not to exceed amount of \$237,925.16 and to add Technology Division as a service address, and the CONTRACTOR has agreed to provide the new services and continue to provide those services set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER ONE;

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

ARTICLES

- a. Additional Terms and Conditions, of the ORIGINAL CONTRACT is amended in part as follows:

24. Notices

Contractor:
ESi Acquisition, Inc.
235 Peachtree St. NE, Ste. 2300
Atlanta, GA 30303
Attn: Oliver Oetterer
(203) 491-8650
Email: oliver.oetterer@juvare.com

County:
Sheriff-Coroner Emergency Management Division
2644 Santiago Canyon Rd.
Silverado, CA 92676
Attn: Janell Harriman
Email: jharriman@ocsheriff.gov

Sheriff-Coroner Technology Division
1382 Bell Ave.
Tustin, CA 92780
Attn: Luana Weinkauff
Email: lweinkauff@ocsheriff.gov

Assigned DPA:

Sheriff-Coroner Department Purchasing Services
320 N. Flower St.
Santa Ana, CA 92703
Attn: Victor Vega
(714) 834-6318
Email: vvega@ocsheriff.gov

- b. Attachment A, Scope of Work, of the ORIGINAL CONTRACT is amended in its entirety to read as follows:
- I.
 1. Contractor shall provide WebEOC Enterprise Software Maintenance for Sheriff-Coroner Emergency Management Division.
 2. Contractor shall provide WebEOC Resource Request Deployment Module support for existing module deployed on Sheriff-Coroner WebEOC Enterprise.
 3. Contractor shall provide WebEOC Software Maintenance and support on all existing Sheriff-Coroner redundant WebEOC Enterprise.
 4. Contractor shall provide WebEOC Software Maintenance and Support on 40 total sub-administrator accounts installed on Sheriff-Coroner WebEOC Enterprise.
 5. Contractor shall provide WebEOC ASPHosted Non-Production Instance for the Technology Division.
 6. Contractor shall provide WebEOC ASP-Hosted Non Production Instance Maintenance.
 7. Contractor shall provide WebEOC Enterprise ASP Hosting for up to 750 Users in the Technology Division.
 8. Contractor shall provide Term – ArcGIS Extension and Maintenance
 - II.
 1. Contractor shall provide software enhancements, updates, bug fixes, security improvements, etc., as needed or defined by the software development cycle.
 2. Contractor shall provide 24/7/365 access to technical support and troubleshooting via email at support@esi911.com. Telephone (877) 771-0911, and support center website: <http://esi.Lendcsk.com>.
 3. Contractor shall provide access to WebEOC online community portal.
 4. Contract shall provide a single program point of contact to support customer needs and issues. Current contact is Oliver Oetterer at (203) 491-8650.
 5. Contractor shall provide professional services as the Solutions Services Project for the Multi-Product Migration of WebEOC Production and Development instances to Hosting and On Prem Implementation of the ArcGIS Extension

III. Service Locations

County of Orange
 Sheriff-Coroner Emergency Management Division
 2644 Santiago Canyon Rd.
 Silverado, CA 92676
 Attn: Janell Harriman
 (714) 628-7054
 Email: jharriman@ocsheriff.gov

County of Orange
 Sheriff-Coroner Technology Division
 1382 Bell Ave.
 Tustin, CA 92780
 Attn: Luana Weinkauff
 (714) 704-7961
 Email: lweinkauff@ocsheriff.gov

IV. COUNTY Obligations

For the purposes of this Amendment, the following words shall be defined as follows:

- "Hosted Services" means the installation and management of specified software applications in the Juvare Cloud shared environment on behalf of CONTRACTOR customer and exclusively for the benefit of permitted users of the Software.
 - "Hosted System" means the combination of hardware, software and networking components used by the application service provider to deliver the Hosted Services.
 - "Juvare Cloud" means the shared hardware environment for the purpose of hosting and maintaining software and data on behalf of CONTRACTOR's customers; may also be referred to as the application service provider or the "ASP."
- a. The COUNTY shall maintain, at COUNTY's expense, a secure high-speed internet connection through which to access its hosted Software.
 - b. The COUNTY shall appoint a designated point of contact and two alternate points of contact for its interactions with CONTRACTOR. COUNTY shall provide CONTRACTOR with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. COUNTY shall keep such contact information up-to-date and promptly notify CONTRACTOR, in writing via electronic mail, of any changes.
 - c. The COUNTY shall use reasonable security precautions in connection with the use of Services provided under this Agreement.
 - d. The COUNTY is responsible for any and all use and access to the Hosted System and Hosted Services by its employees, agents, contractors and permitted users of the Software and Hosted Services.
 - e. The COUNTY shall make best efforts to notify CONTRACTOR in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid CONTRACTOR with the planning of any scheduled outages.

- f. The COUNTY shall promptly notify CONTRACTOR Support Center of any identified Hosted Services outage that impairs COUNTY's access to the Software so that CONTRACTOR may manually activate the redundant shared environment of the Juvare Cloud and immediately commence work to restore service to the primary shared environment of the Juvare Cloud.
- g. The COUNTY shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.

V. Limitations on Use of Hosted Services

- a. COUNTY's usage of the Hosted Services in the Juvare Cloud is subject to capacity and performance constraints. Monthly active users do not equal maximum concurrent users. Concurrent user capacity will be variable based on Juvare Cloud load.
- b. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by COUNTY to any third party.
- c. Hosted System and Hosted Services are provided to support the Software which is an information management tool. Hosted Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosted Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
- d. Installation of Software applications in the Juvare Cloud is limited to the Software included in the Subscription to COUNTY by CONTRACTOR and Software supplied by CONTRACTOR either as a component of the Hosted System or to support delivery of Hosted Services.
- e. CONTRACTOR shall only be responsible for performance of components of the Hosted System and Services under its control. CONTRACTOR shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information transmission delays due to excessive internet traffic, internet outages, or failure of COUNTY to perform its obligations under this Agreement.
- f. The warranties set forth in the Agreement shall be void if any breach of this warranty or failure of the hosting environment or Software is caused by unauthorized use, improper use or modification to Software made by COUNTY or its authorized users.

- a. Attachment B, Compensation and Pricing Provisions, of the ORIGINAL CONTRACT is amended in part as follows:

2. Fees and Charges:

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

Year 2				
Item Number	Description	Sales Price	Qty	Total Price
102-P-DR-1	Perpetual – Disaster Recovery Maintenance 12/04/2023 – 12/03/2024	\$906.40	1	\$906.40

102-P-RRDM-1	Perpetual – Resource Request and Deployment Manager Maintenance 12/04/2023 – 12/03/2024	\$3,708.00	1	\$3,708.00
102-T-UB-ADMIN	Term – WebEOC User Bundle (10 Sub-Admin) Maintenance 12/04/2023 – 12/03/2024	\$793.10	3	\$2,379.30
102-T-ENT-NEW	Term – WebEOC Enterprise New (5 Admin, 10 Sub-Admin, 750 Users) Maintenance 12/04/2023 – 12/03/2024	\$39,599.70	1	\$39,599.70
101-T-AGIS-1	Term – ArcGIS Extension	\$15,900.00	1	\$15,900.00
102-T-AGIS-1	Term – ArcGIS Extension Maintenance	\$2,270.00	1	\$2,270.00
700-P-PMAGE-1	Professional Services – WebEOC – On Prem Implementation – ArcGIS Extension	\$4,200.00	1	\$4,200.00
101-T-NPI-1	Term – WebEOC Non-Production Instance (ASP Hosted)	\$7,500.00	1	\$7,500.00
102-T-NPI-1	Term – WebEOC Non-Production Instance (ASP Hosted) Maintenance	\$1,650.00	1	\$1,650.00
103-H-ENT-750	ASP Hosting – WebEOC Enterprise (Up to 750 Users)	\$25,886.00	1	\$25,886.00
700-P-SSP-2	Professional Services – Solutions Services Project – Other/MultiProduct Migration of WebEOC Production and Development instances to Hosting	\$10,000.00	1	\$10,000.00
Year 2 Total				\$113,999.40

Year 3				
Item Number	Description	Sales Price	Qty	Total Price
102-P-DR-1	Perpetual – Disaster Recovery Maintenance 12/04/2024 – 12/03/2025	\$933.59	1	\$933.59
102-P-RRDM-1	Perpetual – Resource Request and Deployment Manager Maintenance 12/04/2024 – 12/03/2025	\$3,819.24	1	\$3,819.24
102-T-UB-ADMIN	Term – WebEOC User Bundle (10 Sub-Admin) Maintenance 12/04/2024 – 12/03/2025	\$816.89	3	\$2,450.68
102-T-ENT-NEW	Term – WebEOC Enterprise New (5 Admin, 10 Sub-Admin, 750 Users) Maintenance 12/04/2024 – 12/03/2025	\$40,721.37	1	\$40,721.37
102-T-NPI-1	Term – WebEOC Non-Production Instance (ASP Hosted) Maintenance	\$1,699.50	1	\$1,699.50
102-T-AGIS-1	Term – ArcGIS Extension Maintenance	\$2,338.10	1	\$2,338.10
103-H-ENT-750	ASP Hosting – WebEOC Enterprise (Up to 750 Users)	\$26,662.58	1	\$26,662.58
Year 3 Total				\$78,625.06

8. Payment – Invoicing Instruction:

Invoice and support documentation are to be forwarded to:
Sheriff-Coroner Emergency Management Division

Homeland Security
320 N. Flower St.
Santa Ana, CA 92703
Attn: Miriam Torrez
Email: mtorrez@ocsheriff.gov

Sheriff-Coroner Technology Division
1382 Bell Ave.
Tustin, CA 92780
Attn: Luana Weinkauff
Email: technologyinvoices@ocsheriff.gov