

AMENDMENT NUMBER ~~TWO~~ THREE
TO
CONTRACT NUMBER MA-060-20010402
BETWEEN THE
COUNTY OF ORANGE
AND
TELEOSOFT INC.

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-20010402 (hereinafter “AMENDMENT NUMBER ~~TWO~~ THREE”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and Teleosoft Inc., (hereinafter “CONTRACTOR”) with a place of business at 2870 Eastern Blvd., York, PA 17402-2908 with COUNTY and CONTRACTOR sometimes referred to collectively as “Parties,” is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Automated Civil System on March 10, 2020, as Contract number MA-060-20010402 in an amount not to exceed \$1,386,552.00 (hereinafter “ORIGINAL CONTRACT”), for a two (2) year term of March 10, 2020 through and including March 9, 2022, renewable for three (3) additional one-year consecutive terms; and

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on November 3, 2020, Attachment A (Scope of Work), Attachment C (Standard Product Features), Attachment D (Implementation Plan, Acceptance and Testing Procedures), and Attachment F (Statement of Requirements) to add CountySuite™ Sheriff Portal E-file Services, as well as modify Attachment G (Cost and Compensation) and increased the Contract by \$123,200 for a new not to exceed amount of \$1,509,752 (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on September 15, 2021, for a one (1) year term of March 10, 2022 through and including March 9, 2023 in an amount not to exceed \$176,804 (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT, Attachment A (Scope of Work), Attachment C (Standard Product Features), Attachment D (Implementation Plan, Acceptance and Testing Procedures), Attachment F (Statement of Requirements) and Attachment G (Cost and Compensation), as well as increase the not to exceed amount by \$ 95,438 for a new not to exceed amount of \$ 272,242 for the term of March 10, 2022 through and including March 9, 2023 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

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

1. ARTICLES

- a. Attachment A, Scope of Work, of the ORIGINAL CONTRACT is amended in part to add the following section “CountySuite™ Cloud Hosting” as follows:

CountySuite™ Software

Contractor shall host below licensed CountySuite™ to the cloud environment;

- CountySuite™ Sheriff – Base product and the following modules:
 - CountySuite™ Sheriff Portal
 - Portal Base Module
 - File Status Portal

- E-Services
 - Public User Registration and Approval Module
 - E-filing and Approval Module

Cloud Infrastructure & Software Provisioning

Contractor shall be responsible for all aspects of CountySuite™ software and Cloud environment provisioning, which includes infrastructure provisioning, as well as installation and configuration of all prerequisite software and networking, including but not limited to the following:

- Windows Operating systems (licensing covered in hosting costs)
- SQL Server (licensing covered in hosting costs)
- Internet Information Server
- Acquisition of SSL Certificates
- Domain Name registration
- Coordination with County IT on any Cloud/Local Network configuration
 - Site-to-site VPN configuration
 - External software integration (as outlined in 3rd party integrations)

Cloud Resource Capacity & Usage-Based Costs

In the cloud environment, certain resource costs are based on resource capacity and/or usage. As a result, some of the costs included in this agreement are baseline costs that have been estimated for a specific usage amount or resource capacity.

The following are maximum usage allotments/capacities for this agreement:

- Contract allows for a maximum of 5 TB of traffic
 - Additional bandwidth cost (approx. \$0.13 /GB)
- Contract allows for a maximum of 2 TB Total DB active storage
 - Additional storage cost (approx. \$108 per 2 TB per month)
- Total Database Backup storage size (10 TB) & retention period (1 year)
- Compute capacities (VM sizes)

Production usage shall be continually monitored to determine if additional capacity is required. Licensee shall be notified of any adjusted costs bi-annually, and overages shall be invoiced along with the annual renewal. Annual renewal rates shall also reflect the latest capacities, updated growth estimates, and current Azure pricing.

Right-Sizing

Right-sizing is the process of piloting the deployment of an existing software environment to the target cloud environment to better determine necessary resource capacity. This shall be done to identify the appropriate Compute-based resources (i.e., VM CPU and memory) but is not limited to these resource types.

Contractor shall conduct right-sizing of Orange Sheriff's environment as specified above in the Azure Government Cloud to better determine resource capacities prior to a production go-live transition.

If additional resource costs are identified as necessary during the right-sizing process, Contractor shall notify County prior to the service.

Office Transition (2-Phased Approach)

Contractor shall work with County IT and the respective offices to successfully transition County from current software to CountySuite™. This process shall be done using a 2-phased approach:

- Phase 1 is test environment provisioning where all the software is setup on the new servers and user training and validation of the new application software is done. Depending on the office/application, this may include 1 (or more) test migrations where existing application data is migrated to the new CountySuite™ application DB. In this situation, County staff will assist with migration data validation. (This can be done during normal business hours).
- Phase 2 is production launch/go-live. During this phase, final data migration shall be done (where applicable). Additionally, any necessary DNS entries as well as internal links are adjusted to point to the new Cloud-hosted environment. This shall be done off hours and shall require coordination between Teleosoft and County IT.

Data Ownership and Cloud Environment Exit Strategy

All data created by and through the CountySuite™ applications (collectively stored as the SQL Databases) is the property of the County, with the exception of any CountySuite™ proprietary metadata such as application and system configuration. Access to the data from outside the CountySuite™ applications is possible at any time with a support request; data shall be accessible within 3 business days and shall be free of any encryption used during normal storage. The transfer of this data shall utilize the environment's bandwidth allotment and may incur additional charges if maximum capacities are exceeded.

In the event of termination or expiration of this contract, the following actions shall be taken:

1. A copy of the most recent SQL Databases shall be provided to County IT or another designated representative. Any existing encryption used in the data at rest shall be removed prior to delivery.
2. All resources exclusively used in the environment shall be deleted, including but not limited to:
 - a. Virtual Machines and/or other cloud compute technologies
 - b. Storage Accounts
 - c. Virtual Networks, subnets and user defined routes
 - d. KeyVaults
3. All resources shared by the environment shall be updated to remove any configuration, including but not limited to:
 - a. Firewalls
 - b. Load Balancers
 - c. VPN Gateways
 - d. Logging and Monitoring solutions
4. All data backups shall be deleted unless specifically requested by the County to be retained. Any retention request shall be evaluated for feasibility and cost impact.

Any resources and/or data which utilize a soft-delete or delayed-delete mechanism to protect against unauthorized deletion or modification shall be allowed to expire the resource per the given time (for example, secrets in KeyVault are soft-deleted for 7 days and can be recovered until that period passes, after which the secret is completely deleted).

- b. Attachment C, Standard Product Features is amended in part to add "CountySuite™ Cloud as number 49 of the ORIGINAL CONTRACT.

49. CountySuite™ Cloud

49.1. CountySuite™ software does not include any hardware.

49.2. Cloud architecture shall be provisioned in the CJIS Compliant Azure Government Cloud environment.

- Public/Portal User access shall be limited to the Portal Applications, as indicated by the orange traffic line
- Direct TCP communication from VPN Gateway to Firewall shall be limited to Contractor access
- All County network communication shall occur over the VPN Gateway, which includes
 - County-to-Cloud initiated requests
 - Office user CountySuite™ access

49.3. Cloud Hosting Benefits & Services

AZURE GOVERNMENT CLOUD

The following is a summary of the key benefits and services:

AZURE INFRASTRUCTURE

- FedRAMP high, CJIS, PCI, HIPAA & IRS compliant
- VM Infrastructure 7x24x365 Uptime (99.9% SLA)

TELEOSOFT MANAGED SERVICES

- Microsoft Windows Server, SQL Server, and CountySuite™ Patch Management, Inventory and Change Tracking
- VM backups w/ 30-day retention and redundant copies
- Data backups w/ 1-year retention

Timeframe	RTO	RPO
0-7 days	1 day	4 hours
8-30 days	1 day	1 day
31-365 days	1 day	1 month

- Data Security
 - Data at rest
 - SQL Server Transparent Data Encryption (TDE)
 - VM Disk Encryption
 - Data in motion
 - All traffic is transmitted using HTTPS and TLS 1.2

- c. Attachment D, Implementation Plan, Acceptance and Testing Procedures, of the ORIGINAL CONTRACT is amended in part to add a separate implementation plan for CountySuite Cloud Hosting as follows:

CountySuite Cloud Hosting Implementation Plan

Milestone	Description
Phase 1	
CountySuite™ cloud server setup and validation	1.1. Contractor shall complete the base cloud server setup and validation for the Orange County Sheriff's Department. 1.2. Contractor shall provide County with user access to Cloud test system.
Phase 2	
Complete deployment and application verification on Test Environment	2.1. Contractor shall complete deployment and application verification on Test Environment for the Sheriff's Department. 2.2. Contractor shall deliver CountySuite™ applications configured for Cloud

	test environment to County.
	2.3. Contractor shall Import all data to Test Server from current On Prem (Premises) Server
Phase 3	
Complete deployment and application verification on Production Environment	3.1. Contractor shall complete deployment and application verification on Production Environment for the Sheriff's Department.
	3.2. Contractor shall deliver CountySuite™ applications configured for Cloud Production environment to County.
	3.3. Contractor shall Import all data to Production Server from current On Prem Server
Phase 4	
Complete CountySuite™ Cloud Hosting Go Live	4.1. Contractor shall complete CountySuite™ Cloud Hosting Go Live.
	4.2. Contractor shall complete CountySuite™ Cloud Hosting Go Live on-site support.

d. Attachment F, Statement of Requirements of the ORIGINAL CONTRACT is amended in part as follows:

11.9 CountySuite™ Cloud Hosting Software

See Attachment A, Scope of Work.

e. Attachment G, Cost/Compensation, Section 2. Costes and Fees of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Costs and Fees

Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract:

<u>First Contract Term Costs (Years One and Two)</u>	
Enterprise License/Subscription	
1. Perpetual License/Subscription	\$ 744,000
Software Implementation/Professional Services	\$ 176,000
Data Conversion	\$ 50,000
Software Customizations	\$ 86,000
CountySuite™ Sheriff Portal e-file Services	\$ 92,400
Software Training, Manuals and Documentation	\$ 27,000
Annual Software Maintenance and Support Fee (Years One and Two) – Sheriff Portal	\$ 303,552
Annual Software Maintenance and Support Fee (Years One and Two) – Sheriff Portal E-file Services	\$30,800 (for 2 year term, to be prorated)*
One-time costs	\$ 0
Recurring costs	\$ 0
Travel costs	\$ 0

Other Costs	\$ 0
CA Sales Tax 7.75% (If applicable)	\$ 0
Total:	\$ 1,509,752

Year Three Costs	
Annual Software Maintenance and Support Fee	\$ 176,804
Total:	\$ 176,804

Year Four Costs	
Annual Software Maintenance and Support Fee	\$ 183,716
Total:	\$ 183,716

Year Five Costs	
Annual Software Maintenance and Support Fee	\$ 190,901
Total:	\$ 190,901

Costs for Additional Features and Services	Shall Not Exceed
CountySuite™ Cloud Hosting	\$86,762.00
<ul style="list-style-type: none"> Contractor shall not exceed the year 1 estimate, except in the event of additional software and/or users, which may require increased Azure resource usage. Contractor shall work w/ County during additional environment right-sizing prior to go-live. Contractor will configure operational alerts for all environments to pre-emptively determine if there may be any unexpected usage/cost. 	
Additional Cloud Storage (approx. \$108 per 2 TB per month) – <i>Optional per County request on an as needed basis only</i>	\$8,676.00
Total:	\$95,438.00

- f. Attachment G, Cost/Compensation, Section 3. Payment Terms of the ORIGINAL CONTRACT is amended in part to add the following:

3. Payment Terms

- d. **Costs for CountySuite™ Cloud Hosting:** Upon successful completion of each Phase of the CountySuite Cloud Implementation Plan, the Contractor shall be paid as specified below:

Phase 1	Delivery of Executed Contract 100% Of Annual Hosting Fee (constitutes a deposit that covers the environment costs associated with initial setup and pre-go-live right-sizing, followed by production go-live)	\$64,762
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Phase 2	25% of services due at completion of base cloud server setup and validation	\$5,500
Phase 3	25% of services due at completion of deployment and application verification on Test Environment by OCSD Staff	\$5,500
Phase 4	25% of services due at completion of deployment and application verification on Production Environment by OCSD Staff	\$5,500
Phase 5	25% of services due at completion of CountySuite™ Cloud Hosting Go Live on-site support	\$5,500
	Total:	\$86,762.00

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

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IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-20010402.

*Contractor: Teleosoft Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Teleosoft Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

**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 _____
Deputy