

AMENDMENT NUMBER ~~TWO~~ THREE
TO
CONTRACT MA-060-18011425
BETWEEN THE
COUNTY OF ORANGE
AND
GEOSPATIAL TECHNOLOGIES, INC.

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-18011425 (hereinafter "AMENDMENT NUMBER ~~TWO~~ THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Geospatial Technologies, Inc. (hereinafter "CONTRACTOR") with a business address of 10055 Slater Ave., Suite 214, Fountain Valley, CA 92708, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Maintenance and Purchase of GST Mapper Licenses on March 2, 2018, as Contract Number MA-060-18011425 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of March 6, 2018 through and including March 5, 2019, renewable for four (4) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on January 15, 2019 as Contract Number MA-060-19011102 for a one (1) year term of March 6, 2019 through and including March 5, 2020 in an amount not to exceed \$45,938.91; amended Attachment A, Scope of Work, Section III, Software License/Maintenance Bundle Listing and Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges; as well as amended Paragraph Q., Change of Ownership in its entirety (hereinafter "AMENDMENT NUMBER ONE")

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended Paragraph F., Acceptance Payment and Attachment B, Compensation and Pricing Provisions, Section 6, Payment Terms of the ORIGINAL CONTRACT in its entirety (hereinafter "AMENDMENT NUMBER TWO") ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in AMENDMENT NUMBER ONE;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20010897 for a one (1) year term of March 6, 2020 through and including March 5, 2021 in an amount not to exceed \$46,529.89 as well as amend Attachment A, Scope of Work, Section III, Software License/Maintenance Bundle Listing and Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges in its entirety and the CONTRACTOR has agreed 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. General Terms and conditions, Paragraph F., Acceptance Payment of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

~~F. Acceptance 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 to the satisfaction of County, and 2) payment shall be made annually in advance after satisfactory acceptance by the County and in accordance to Attachment B, Payment and Compensation. In the event the Contractor is terminated for any reason, County shall immediately receive one/twelfth (1/12) of all prepaid development services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.~~

- ~~b. Attachment B, Compensation and Pricing Provisions, Section 6, Payment Terms of the ORIGINAL CONTRACT is amended in its entirety as follows:~~

~~6. Payment Terms – Payment in Advance: Invoices are to be submitted in advance to the user agency/department to the ship to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. 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.~~

- a. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/6/2018 through and including 3/5/2021, unless otherwise terminated by COUNTY. The period of 3/6/2018 through and including 3/5/2019 shall be known as Contract Number MA-060-18011425. The period of 3/6/2019 through and including 3/5/2020 shall be known as Contract number MA-060-19011102. The period of 3/6/2020 through and including 3/5/2021 shall be known as Contract number MA-060-20010897. This Contract may be renewed for two (2) additional one (1) year terms, upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not

to renew this Contract, nor is it required to give Contractor prior notice of its intent not to renew.

- b. Attachment A, Scope of Work, Section III, Software License/Maintenance Bundle Listing of the ORIGINAL CONTRACT is amended in its entirety as follows:

III. Software License/Maintenance Bundle Listing

Group D	GST Mapper/ Tracker - Effective 3/6/20 - 3/5/21
Part Number	Description
SV-SW-AMF	GST Mapper MDC Software Annual Maintenance Fee (332 licenses)
SV-SW-AMF	One-time prorated AMF charge
SV-SW-AMF	GST Tracker Server Software Annual Maintenance Fee
	9.25% Sales Tax (Not Applicable)
Group E	HERE Maps (NAVTEQ) Standard Map Data - Effective 3/6/20 - 3/5/21
Part Number	Description
NAVTEQ-std-OC	HERE Maps (previously NAVTEQ) Standard Map Data of Orange County, CA Annual License Fee (332 mobile units plus up to 50 GIS users)
	9.25% Sales Tax

- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety 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:

Group D	GST Mapper/ Tracker - Effective 3/6/19 - 3/5/20			
Part Number	Description	QTY	Unit Price	Extended Price
SV-SW-AMF	GST Mapper MDC Software Annual Maintenance Fee (332 licenses)	1	\$24,104.00	\$24,104.00
SV-SW-AMF	One-time prorated AMF charge	1	\$18.00	\$18.00
SV-SW-AMF	GST Tracker Server Software Annual Maintenance Fee	1	\$9,500.00	\$9,500.00
	9.25% Sales Tax (Not Applicable)			
			Total	\$33,622.00

Group E	HERE Maps (NVATEQ) Standard Map Data - Effective 3/6/19 - 3/5/20			
Part Number	Description	QTY	Unit Price	Extended Price
NAVTEQ-std-OC	HERE Maps (previously NAVTEQ) Standard Map Data of Orange County, CA Annual License Fee (332 mobile units plus up to 50 GIS users)	1	\$11,815.00	\$11,815.00
	9.25% Sales Tax			\$915.66
			Total	\$12,907.89

Contract shall not exceed \$46,529.89 for one-year term of 3/6/2020 through and including 3/5/2021

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-18011425) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-19011102) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number MA-060-19011102) is attached hereto as Exhibit C and incorporated by this reference.
5. All other provisions of the ORIGINAL CONTRACT, ~~and~~ AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~TWO~~ THREE, remain unchanged and in full force and effect.

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ THREE to Contract number MA-060-18011425.

*Contractor: Geospatial Technologies, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: Geospatial Technologies, 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 as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18011425)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-19011102)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-19011102)