



**CONTRACT NUMBER N2000009135
WITH 3DI, INC. FOR
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
AMENDMENT NO. ONE**

**TO
SUBORDINATE AGREEMENT NO. N2000009135
WITH**

**3Di, Inc. is hereby issued PER the terms and conditions of REGIONAL COOPERATIVE
AGREEMENT X1000000369 FOR IT PROFESSIONAL SERVICES**

This Contract for Information Technology (IT) Professional Services (hereinafter "Contract") is entered into this twenty first (21st) day of August, 2009 by the County of Orange, a political subdivision of the State of California, Probation Department (hereinafter referred to as "County") and 3Di, Inc., having its principal place of business at 3 Point Dr, Suite 307, Brea, CA 92821 (hereinafter referred as "Contractor"), which may also be referred to herein individually as "Party" or collectively as "Parties."

This Amendment No. One to Subordinate Agreement N2000009135 (hereinafter "Contract") is made and entered into upon execution of all necessary signatures between 3Di, Inc., having its principal place of business at 3 Pointe Dr. Ste 307, Brea, CA 92831-3679 (hereinafter "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter "County"), acting through the Orange County Probation Department (hereinafter "Probation"). Contractor and County are sometimes referred to individually as "Party" or collectively as "Parties".

ATTACHMENTS

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

- Attachment A — Agency/Department Scope of Work
- Attachment B — County of Orange Child Support Enforcement Certification Form (Blank Form)
- Attachment C — Employment Development Department (EDD) Compliance Form (Blank Form)
- Attachment D — County Of Orange Master Agreement X1000000369

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor for IT Professional Service; and

WHEREAS, Contractor is willing to provide the services as specified in Attachment B in accordance with the Terms & Conditions of County Master Agreement X1000000369;

WHEREAS, Probation and Contractor entered into this Contract for a term commencing on August 21, 2009 through August 20, 2011;

WHEREAS, Probation desires to amend the Contract to increase the not to exceed amount to be paid under this Contract from \$1,249,008 to \$1,398,468;

WHEREAS, Contractor agrees to render services in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties mutually agree:



CONTRACT

~~1. **Scope of Contract:** Contractor shall provide services, as more fully detailed in Attachment A, Statement of Work, and the terms and conditions of this Contract.~~

1. Increase the total amount of the Contract by \$149,460; from \$1,249,008 to \$1,398,468.

Section 3 of the Contract entitled "Compensation" is deleted in its entirety and the following is inserted in lieu thereof:

"Compensation: Total compensation for services rendered under this Contract shall not exceed the hourly rates as specified in Attachment B of the County of Orange Master Agreement X1000000369. Contractor shall be paid for services performed under this Contract as outlined in Attachment B of County of Orange Master Agreement X1000000369, and the County will not be held responsible for services outside those specifically stated in Price Agreement N2000009135, Attachment B unless approved in writing by both Parties. Total Contract amount shall not exceed \$1,398,468."

~~2. **Term:** This Contract shall commence upon execution of all necessary signatures, and continue in effect for two (2) years, unless otherwise terminated by County. The County does not have to give reason if it elects to not renew this Contract.~~

~~3. **Compensation:** Total compensation for services rendered under this Contract shall not exceed the hourly rates as specified in Attachment B of the County of Orange Master Agreement X1000000369. Contractor shall be paid for services performed under this Contract as outlined in Attachment B of County of Orange Master Agreement X1000000369, and the County will not be held responsible for services outside those specifically stated in Price Agreement N2000009135, Attachment B unless approved in writing by both Parties. Total Contract amount shall not exceed \$1,249,008.~~

~~4. **Invoicing and Payment Instructions:** Invoice shall reference the Price Agreement number N2000009135 and be sent to the following address:
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attn: Dan Burt~~

~~5. **Conflict of Interest Contractors 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 relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.~~

~~6. **Gratuities:** The contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor to any officer or employee of the County with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the County shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County provided in the~~



Contract Number: N2000009135

~~clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.~~

All other terms of the Contract are unchanged and remain in effect.

Signature Page Follows



- Signature Page -

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor:

Print Name Title

Signature Date

Print Name Title

Signature Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

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

Print Name Title

Signature Date

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

Print Name Title

Signature Date



Attachment A Scope of Work

The IT Professional Services software developer resource is required to assist the Probation Department in the development of application software and new technology implementations in support of several major applications:

1. ~~Probationer KIOSK Reporting:~~

- ~~• Create web application with .NET platform in C# programming language with Kiosk machine for probationer self reporting purposes. Provide various reports for officers to monitor the probationer's activities and changes~~
- ~~• Integrate the data collected from Kiosk with Case Management System to create a central case management interface for all activities and records.~~

~~This is a new business process by which selected low risk probationers will "report" in accordance with the terms and conditions of probation via KIOSK stations that will be located at selected Probation offices. The KIOSK reporting will include touch screen displays to enter responses, biometric authentication (finger print scans) and printed receipts to acknowledge the reporting event and the printed receipt will display the date of the next reporting cycle. The KIOSK units will also have features that will enable a future capability to accept credit card types of payments. The KIOSK reporting will include exception and management reporting. The KIOSK based reporting will contribute to increased efficiency and productivity of the Deputy Probation Officers (DPO) in that the routine reporting activity of the selected low risk offenders will be automated freeing the DPO to focus on the more serious offenders.~~

2. ~~Electronic Field Books (EFB):~~

- ~~• Create web application with .NET platform in C# programming language for officers so they can collect online data electronically with the remote device~~
- ~~• Integrate the collected field data with Case Management System to create a central case management interface for all case transactions and probationer activities.~~

~~This application will replace the existing manual field books (basically a 3 ring binder of paper pages of individual probationer case information) that the DPO's currently utilize to provide probationer case information while DPO's conduct filed supervision activities. These manual books will be replaced with electronic devices that will provide a wireless, web enabled access to current case information and supporting documents in support of field activities. The devices will enable the DPO to report field contacts and update selected case information in a near real time mode while in the field. The EFB will reduce redundant data entry, provide current visibility of case activity, and provide additional quality assurance for line supervision in the over sight of the established supervision case plan for each probationer. The technology will lead to future additional wireless and field based activities that will further enhance the quality of the case supervision and probationer interactions with the DPO.~~



3. ~~AS/400 Migration to an Open Source Architecture~~

- ~~Participate in planning, designing overall technical architecture to integrate and centralize all window applications and web applications in support of Business requirements. Help in identifying technological opportunities to support the organizations tactical and strategic business plan and objectives.~~
- ~~Migrate Case Management System (Juvenile and Adult) off AS400/DB2 with COBAL language into .NET web application with C# programming language and back end of SQL2005. Integrate with active directory security authentication and leveled application authorization.~~

~~The legacy Adult and Juvenile Case Management Systems (CMS), Institutions Management System (IMS) and Probationer Financial System (PFS) are based on the proprietary IBM AS/400 hardware platform with the IBM OS/400 Operating System, and IBM DB2/400 relational base. The applications are primarily developed using the COBOL programming language. The AS/400 architecture was selected by the Probation Department via an RFP process in the early 1990's. The ongoing support cost of hardware and software maintenance and the cost of numerous 3rd party licensed products continue to increase annually. Technical personnel with COBOL applications development skills are nearly non-existent in the marketplace today. The department is faced with a serious loss of "legacy" application support skills as the existing technical staff reaches retirement age. The department plans to begin a 2-3 year migration effort to move these legacy applications to the current "open" source architecture using the SQL Data base, C# Programming language and the Microsoft .NET architecture.~~