

AMENDMENT NUMBER ~~THREE~~ FOUR
 TO
 CONTRACT MA-060-15011970
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 TRITECH SOFTWARE SYSTEMS

This AMENDMENT NUMBER ~~THREE~~ FOUR to Contract Number MA-060-15011970 (hereinafter "AMENDMENT NUMBER ~~THREE~~ FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and TriTech Software Systems, (hereinafter "CONTRACTOR") with a place of business at 9477 Waples Street, Suite 100, San Diego, CA 92121, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract on June 23, 2015 for Implementation of Inform FBR under Contract Number MA-060-15011970 (hereinafter "ORIGINAL CONTRACT") for a one (1) year term of June 23, 2015 through and including June 22, 2016, renewable for four (4) additional one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 28, 2016, for a one year term of June 23, 2016 through and including June 22, 2017 as Contract Number MA-060-16011832, at no additional compensation (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on June 28, 2016, Attachment B – Compensation and Pricing Provision, Section 2. Pricing, reduced the contract not exceed amount from \$1,204,601 to \$1,007,129.63 for the second contract term of June 23, 2016 through and including June 22, 2017; modified Section 3. Payment Terms, added completion of Milestone 1; as well as reduced travel amount from \$105,560.00 to \$98,559.83 and modified Support Period Maintenance Year in its entirety (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on June 6, 2017, for a one year period of June 23, 2017 through and including June 22, 2018 as Contract Number MA-060-17011792, at no additional compensation; and

WHEREAS, COUNTY and CONTRACTOR ~~renewed~~ renewed the ORIGINAL CONTRACT on June 6, 2017, for a one-year period of June 23, 2017 through and including June 22, 2018 as Contract Number MA-060-17011792, and amended the Attachment B – Compensation and Pricing Provision, of the ORIGINAL CONTRACT to ~~Section 2. Pricing, on June 6, 2017 to~~ reduce the contract not exceed amount ~~from \$1,007,129.63~~ to \$864,276.23; modified the Payment Terms to reflect ~~and as to Section 3. Payment Terms, add~~ completion of Milestone 2; ~~as well as to~~ reduced the travel amount ~~from \$98,559.83~~ to \$92,176.96 and modified the Support Period Maintenance Year in its entirety (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT on August 28, 2018 for a one year period of June 23, 2018 through and including June 22, 2019 as Contract Number MA-060- 18011729, and amended Attachment A, Scope of Work to eliminate certain trainings and add additional software modification/enhancements, as well as amended Attachment B – Compensation and Pricing Provision, to reduce the contract not exceed amount to \$271,489.55, modified the Payment Terms to reflect completion of Milestone 3, 5, 6 and 7, reduced the travel amount to \$90,899.66, and modified the Support Period Maintenance Year in its entirety; and

~~at no additional compensation, and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;~~

~~WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT, Attachment A, Scope of Work, to eliminate certain trainings and add additional software modification/enhancements;~~

~~WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT, Attachment B – Compensation and Pricing Provision, Section 2. Pricing, to reduce the contract not exceed amount from \$864,276.23 to \$271,489.55; add completion of Milestone 3, 5, 6 and 7 to Section 3. Payment Terms; reduce the travel amount from \$92,176.96 to \$90,899.66; and modify Support Period Maintenance Year in its entirety;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year period of June 23, 2019 through and including June 22, 2020 as Contract Number MA-060- 19011625, in an amount not to exceed \$338,797.32 and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT, as amended; and

WHEREAS, COUNTY desires to amend Paragraph U., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph U herein;

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 2, Term of Contract, of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/23/15 through and including 6/22/19~~20~~, unless otherwise terminated by COUNTY. The period of 6/23/15 through and including 6/22/16 shall be known as Contract number MA-060-15011970. The period of 6/23/16 through and including 6/22/17 shall be known as Contract number MA-060-16011832. The period of 6/23/17 through and including 6/22/18 shall be known as Contract number MA-060-17011792.

The period of 6/23/18 through and including 6/22/19 shall be known as Contract number MA-060-18011729. The period of 6/23/19 through and including 6/22/20 shall be known as Contract number MA-060-19011625. This Contract may not be renewed. ~~Contract is renewable for one (1) additional one year term upon mutual agreement of both parties. County does not have to give reason if it elects not to renew.~~

- b. General Terms and Conditions, Paragraph U, Change of Ownership is amended in its entirety as follows:

U. 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, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor 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.

2. **ATTACHMENT B**, Compensation and Pricing Provisions, is amended in part as follows:

- a. Item 2. **Pricing** shall be amended in part as follows:

CONTRACT SHALL NOT EXCEED \$338,797.32 for the term of June 23, 2019 through and including June 22, 2020.

b. Item 3. **Payment Terms** shall be amended in part as follows:

Milestone 1	20% Software and Services due at Delivery of Detailed Implementation Plan	\$190,471.20	Completed
Milestone 2	15% Software and Services due at Completion of System Orientation	\$142,853.40	Completed
Milestone 3	15% Software and Services due at Completion of Installation	\$142,853.40	Completed
Milestone 4	20% Software and Services due at Completion of Software Modification/Enhancements	\$177,077.11	In progress*
Milestone 5	10% Software and Services due at Go Live	\$95,235.60	Completed
Milestone 6	20% Software and Services due at Final Acceptance as defined in Section F of the Agreement	\$190,471.20	Completed
Milestone 7	100% First year annual maintenance fee due at Go Live	\$160,079.09	Completed

Travel: To be billed as incurred, in an amount not to exceed \$90,899.66.

Maintenance Period	Maintenance Level	***Maximum Annual Software Maintenance Amount	Annual Term
Annual Maintenance for Year 5 payable upon completion of the annual term	24x7	\$161,720.21	6/23/2019 – 6/22/2020

The purchase of additional software licenses will result in an increase in annual support and maintenance fees. Additional licenses may only be purchased pursuant to Paragraphs “C” and “T” in the ORIGINAL CONTRACT and with the prior written approval from the assigned Purchasing Agent.

~~2. ATTACHMENT A, SCOPE OF WORK, is amended in part as follows:~~

~~a. The following items shall be deleted from ATTACHMENT A, SCOPE OF WORK:~~

~~A. Deliverables~~

~~4. End User and Administration training~~

~~B. Services~~

File folder: C003749

Contractor Initial: _____

~~5. Training~~

- ~~b. Instruction and documentation for Administrators (one 1-day class)~~
- ~~c. Instruction and documentation for End-User Train-the-Trainer (fifteen 2-day class for up to 15 students.)~~

~~b. The following item shall be added to ATTACHMENT A, SCOPE OF WORK:~~

~~D. Additional Software Modification/Enhancements~~**~~1. Inform RMS GIS (Without CAD), including:~~****~~a. Routing/GIS Server Implementation~~**

- ~~○ CIS server preparation, installation and configuration of the GIS/Server “backbone” software that will be used for Inform RMS Address validation and in the future Inform CAD Live Routing.~~
- ~~○ GIS Services for the locator configuration of the client provided address points, centerline and polygon lookup layers.~~
- ~~○ SE configuration of the API that integrates the above software with Inform RMS/GIS.~~
- ~~○ Controlling functions, including but not limited to, client consultation, documentation, resource coordination and testing, which will involve all of the above resources and activities at various times throughout the deployment of the Routing/GIS Server.~~

~~b. Support 24/7~~

- ~~○ On-going phone and remote session service and technical support for term of contract.~~

~~2. Imaging Interface Modifications~~**~~a. Project Management~~**

- ~~○ Any additional CIS server perpetration and/or configuration the result of this change. Note: It is not anticipated that the change will require CIS services unless cohabitation with other system interfaces requires this interface to “live” separately; however, interface changes may require additional server conditioning up to and including installation of third party software required to enhance or support the final interface solution. CIS services for this interface solution are the lesser of required PMO services relative to the following services:~~
 - ~~▪ SI: Information gathering, feasibility assessment and internal testing culminating in the final Operational Scenario Document (“OSD”) for the intended change; installation and configuration of the modified interface; initial integrated testing with~~

- ~~OCSID's Imaging System leading to Functional Acceptance documentation and testing in advance of placing the revised interface into production use.~~
- ~~▪ Controlling functions, including but not limited to, client consultation, documentation, resource coordination and testing, which will involve all of the above resources and activities at various times throughout the deployment of the final interface solution.~~
- ~~b. Support 24/7~~
- ~~○ On-going phone and remote session service and technical support for term of contract.~~
- ~~3. Training Environment System Installation and Configuration Services~~
- ~~a. Inform RMS Server Installation and Configuration~~
 - ~~b. Vision CAD Server Software License Installation (Remote)~~
 - ~~c. Professional Service—Vision CAD Data Transfer (Remote Service)~~
 - ~~d. Professional Service—Message Switch Ins/Transfer (Remote Service)~~
 - ~~e. Project Management~~
 - ~~○ Controlling functions, including but not limited to, client consultation, documentation, resource coordination and testing for the new training system composed of five (5) separate subsystems.~~
 - ~~f. Support 24/7~~
 - ~~○ On-going phone and remote session service and technical support for term of contract.~~
- ~~4. Four (4) Three Day Workshops~~
- ~~a. Project Management~~
 - ~~○ All TriTech system implementation and training activities have been replaced by three (3) or four (4) day workshops. The workshops may have a project specific system deployment/training objective or be customized to the needs of a specific site. Controlling functions for these workshops include but are not limited to content planning and agenda preparation, which may also include materials development by the specific subsystem Resource Manager or Solution Architect. Some of the workshops will require additional management or resource preparation or participation in addition to the Subject Matter Expert (“SME”) conducting the workshop.~~
- ~~5. Software Modifications~~
- ~~a. Project Management~~
 - ~~○ Product Management services for the modification scope and roadmap planning.~~
 - ~~○ CIS server preparation and/or configuration the result of the~~

~~software change.~~

- ~~○ SI: Information gathering, feasibility assessment and internal testing culminating in the final Operational Scenario Document (“OSD”) for the intended change; installation and configuration of the modification; initial testing leading to Functional Acceptance documentation and testing in advance of placing the customized solution into production use.~~
- ~~○ Controlling functions, including but not limited to, client consultation, documentation, resource coordination and testing which will involve all of the above resources and activities at various times throughout the deployment of the final customized solution.~~

~~b. Support 24/7~~

- ~~○ On-going phone and remote session service and technical support for term of contract.~~

~~3. ATTACHMENT B, Compensation and Pricing Provisions, is amended in part as follows:~~

- ~~a. The following shall be deleted from item 2. **Pricing**, A. OCSD InformRMS/FBR, FBR Implementation Service Fees:~~

Line #	Service Description	Quantity	Price**	Extended price
4	FBR Core End User Train the Trainer Training (2 days)	15	\$2,800.00	\$42,000
6	Onsite Go Live Support Services for FBR (1 person, 2 days, single shift) (10 units for pilot and 10 units for Department wide)	14***	\$4,200	\$58,800

~~***Six (6) units of the originally contracted for twenty (20) units have been provided.~~

- ~~b. The following shall be added to item 2. **Pricing** as new section E. Additional Software Modification/Enhancement:~~

Service Description	Quantity	Price	Extended price
Inform RMS GIS (Without CAD)	1	\$18,075.00	\$18,075.00
Routing/GIS Server Implementation & Project Management	1	\$7,230.00	\$7,230.00
Support 24/7	1	\$3,976.50	\$3,976.50
Imaging Interface Modifications	1	\$15,750.00	\$15,750.00
Project Management	1	\$3,150.00	\$3,150.00
Support 24/7	1	\$3,465.00	\$3,465.00

Training Inform RMS Server, Vision-CAD Server, & Vision Mobile Server	1	\$0	\$0
Training Environment System Installation and Configuration Services	1	\$11,289.00	\$11,289.00
Project Management	1	\$2,257.80	\$2,257.80
Inform RMS Server, Vision-CAD Server, & Vision Mobile Server Support 24/7	1	\$4,212.00	\$4,212.00
Four (4) Three-Day Workshops	4	\$4,200.00	\$16,800.00
Project Management	1	\$3,360.00	\$3,360.00
Software Modifications	1	\$7,911.76	\$7,911.76
Project Management	1	\$1,582.35	\$1,582.35
Support 24/7	1	\$1,740.59	\$1,740.59

e. ~~Item 2. **Pricing** shall be further amended in part as follows:~~

~~CONTRACT SHALL NOT EXCEED \$271,489.55 for the term of June 23, 2018 through and including June 22, 2019.~~

d. ~~Item 3. **Payment Terms** shall be amended in part as follows:~~

Milestone 1	20% Software and Services due at Delivery of Detailed Implementation Plan	\$190,471.20	Completed
Milestone 2	15% Software and Services due at Completion of System Orientation	\$142,853.40	Completed
Milestone 3	15% Software and Services due at Completion of Installation	\$142,853.40	Completed
Milestone 4	20% Software and Services due at Completion of Software Modification/Enhancements	\$177,077.11	
Milestone 5	10% Software and Services due at Go Live	\$95,235.60	Completed
Milestone 6	20% Software and Services due at Final Acceptance as defined in Section F of the Agreement	\$190,471.20	Completed
Milestone 7	100% First-year annual maintenance fee due at Go Live	\$160,079.09	In-progress*

~~*Balance of \$13,394.09 for revisions to Scope of Work (as stated herein) to be billed as incurred.
Travel: To be billed as incurred, in an amount not to exceed \$90,899.66~~

Maintenance Period	Maintenance Level	***Maximum Annual Software Maintenance Amount	Annual Term
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Annual Maintenance Fee for Year 4 due upon delivery and acceptance of fully functional Product by Sheriff's Department following the first full year of use (prorated)	24x7	\$81,018.35	12/31/2018 6/22/2019
Annual Maintenance for Year 5 payable upon the second full year of use	24x7	\$161,720.21	6/23/2019 6/22/2020

~~The purchase of additional software licenses will result in an increase in annual support and maintenance fees. Additional licenses may only be purchased pursuant to Paragraphs "C" and "T" in the ORIGINAL CONTRACT and with the prior written approval from the assigned Purchasing Agent.~~

3. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-15011970) is attached hereto as Exhibit A and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-16011832) is attached hereto as Exhibit B and incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-17011792) is attached hereto as Exhibit C and incorporated by this reference.
6. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-18011729) is attached hereto as Exhibit D and incorporated by this reference.
7. All other provisions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO and AMENDMENT NUMBER THREE, herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~THREE~~ FOUR, remain unchanged and in full force and effect. All obligations of the Parties that would have terminated on June 22, 201~~8~~9 are hereby extended to June 22, 201~~9~~20.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~THREE~~ **FOUR** to Contract number MA-060-15011970.

*Contractor: TriTech Software Systems

By: _____ Title: _____

Print Name: _____ Date: _____

*Contractor: TriTech Software Systems

By: _____ Title: _____

Print Name: _____ Date: _____

~~*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.~~

**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

File folder: C003749

Contractor Initial: _____

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-15011970)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-160118332)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Numb

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA- 060-18011729)