

**Contract MA-060-15011970
for
Inform FBR**

This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, TriTech Software Systems, with a place of business at 9477 Waples Street, Suite 100, San Diego, CA 92121; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for implementation of Inform FBR as set forth in Attachment A ; and

WHEREAS, Contractor shall perform services and County shall accept and pay for such services, pursuant to the terms and conditions provided herein. Such services shall be provided in accordance with Attachment A - Scope of Work.

NOW, THEREFORE, the Parties mutually agree as follows:

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments A, B, and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated herein by reference, when executed by both Parties, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless agreed to in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized by both Parties in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. Delivery shall

be made in accordance with Attachment A Scope of Work. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the service component or software shall not bind County to accept future service components or software. Delivery shall not be deemed to be complete until all software and services, have actually been received and accepted in writing by County.

- F. **Acceptance:** The Inform FBR system to be provided under this Agreement shall be delivered and tested in accordance with Attachment A Scope of Work. The County intends to deploy Inform FBR in a phased approach. Upon live operational use (Go Live) for the end users in phase 1, the system will be used for thirty (30) days to verify operational functionality in a live production environment (the "Acceptance Test Period"). Upon completion of such thirty (30) day Acceptance Test Period without the occurrence of a Critical or Urgent Priority Software Error (as those terms are defined in Attachment C), the system will be deemed to have achieved Final Acceptance. In the event of a Critical Priority Software Error, the Acceptance Test Period will be stopped, and restarted from day one (1) once the error has been resolved in accordance with Attachment C. In the event of an Urgent Priority Software Error occurring between day one (1) and day fifteen (15) of the Acceptance Test Period, the test will be stopped and restarted from day one (1) once the error has been resolved in accordance with Attachment C. In the event of an Urgent Priority Software Error occurring between day sixteen (16) and day thirty (30) of the Acceptance Test Period, the test will be suspended and resumed from the day of suspension once the error has been resolved in accordance with Attachment C (e.g., if an Urgent Priority Software Error occurs on day 16, the test will resume from day 16). Provided, however, that in no event shall such resumption of testing be less than five (5) business days from the day the resolution has been provided. Additional phases will not undergo an Acceptance Test Period.
- G. **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 in accordance with Attachment A Scope of Work, and 2) Payment shall be made in accordance to Attachment B, Compensation and Pricing.
- H. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances; and 2) the services will be provided in accordance with applicable, commercially acceptable standards for such services. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. **CONTRACTOR MAKES AND COUNTY RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- I. **Patent/Copyright and Trade Secret Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any Contractor owned, patented or copyrighted materials in the performance of this Contract. Contractor warrants that to the best of its actual and current knowledge, or information that the Contractor should know, Contractor's Software does not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor will, at its expense, defend County

against any claim, action or proceeding by a third party (“Action” herein) in which the County is named as a Defendant or Cross-Defendant for infringement by the Contractor’s Software of copyright, patent or trade secrets. County agrees to immediately notify Contractor in writing of such Action and will cooperate with Contractor and its legal counsel in the defense thereof. In the event that the County is named as a Defendant or Cross-Defendant, Contractor shall notify County of the identity of its counsel, who will also be representing the County pursuant to the Indemnification provision below, and request approval in writing by County, which approval shall not be unreasonably withheld.

Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the County the right to continue using the Contractor’s Software, or (iv) modify or replace the Contractor’s Software so that it no longer infringes (so long as the functionality and performance described in Contractor’s specifications substantially remains the same following such modification or replacement) . Except that any settlement must be approved by the County Board of Supervisors if the settlement (a) has a finding that the County is liable or at fault in any way for the alleged infringement and/or (b) includes any financial obligation or a monetary award that the County would be liable to pay.

If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and the County’s use of the Contractor Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return to the County the Contractor Software License fee(s) paid by the County under this Contract less a prorated portion of said fee(s) for the County’s use of the Contractor Software (calculated by multiplying the ratio of the number of months of actual use in live operations to sixty (60 months times the license fees paid) and the licenses granted in this Contract shall terminate.

Notwithstanding the above, Contractor shall have no duty under this paragraph “I” with respect to any claim, action or proceeding arising from or related to infringements (i) resulting from use of the Contractor’s software in combination with hardware or software not provided by Contractor, provided that such infringement is not within the reasonable control of Contractor (with reasonable control excluding any obligation of Contractor to conduct patent searches); (ii) arising out of modifications to the Contractor Software and/or Documentation not made by or under the direction of Contractor, or (iii) resulting from use of the Contractor Software to practice any method or process which does not occur wholly within the Contractor Software. This paragraph “I” states the entire obligation of Contractor regarding infringement of intellectual property rights, and it will survive the termination of this Contract. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Q” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney’s fees, costs and expenses.

- J. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County, which consent shall not be unreasonably withheld. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- K. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

- L. **Termination:** In addition to any other remedies or rights either Party may have by law, in the event that a Party fails to comply with any material term or condition of this Contract, either Party has the right to terminate this Contract following thirty (30) days prior written notice to the Party alleged to be in breach, provided that such breach has not been cured within said thirty (30) day period. In the case of failure to pay monies due to Contractor in accordance with Attachment C, Contractor may terminate this Contract following thirty (30) days written notice to County unless such failure is cured within said thirty (30) day period. The County may terminate this Contract for convenience following thirty (30) days prior written notice to Contractor. County may terminate without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- M. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- N. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- O. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- P. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work in accordance with Attachment A - Scope of Work. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- Q. **Indemnification and Liability:** Contractor agrees to indemnify, defend with counsel approved in writing by County, which approval shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract arising from a willful or negligent act, error or

omission of Contractor, its employees, agents, or contractors. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Notwithstanding the foregoing, excluding third party claims for patent, copyright or trade secret infringement, the total liability of Contractor for any claim or damage arising from or otherwise related to this Contract, whether in contract, tort, by way of indemnification or under statute, shall be limited to direct damages which shall not exceed (i) one and one-half (1.5) times the Contract Price set forth in Attachment B not including years 1-5 of annual maintenance and support and subscription fees; or (ii) for claims arising under annual software support, the software support fee paid during the twelve (12) month support term in which the claim arises; or (iii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by Contractor's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- R. Insurance Provisions:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with County Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or **ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

Contractor shall, with respect to all insurance policies required by this contract, give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- S. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- T. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- U. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- V. **Force Majeure:** Contractor shall not liable for any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any applicable remedies.
- W. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. County agrees to maintain the confidentiality of Contractor's confidential information, Contractor's Software and its associated documentation. If any Contractor confidential information is subject to production pursuant to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, the County shall (i) provide to Contractor written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to Contractor a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor confidential information. In the event County is sued as a result of withholding records or information based upon Contractor's assertion of confidentiality, trade secret, etc., Contractor agrees to indemnify the County and to pay County, in full, for the costs of defense of the case, including the costs for the County's attorney; court costs; and any and all sanction that may be ordered against the County, in the form of attorneys fees or otherwise.

- X. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all applicable standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- Z. **Pricing:** The Contract price shall include full compensation for providing all required goods/services in accordance with required specifications, or services as specified herein or when applicable, in Attachment A - Scope of Work, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract and approved in writing by County. All compensation requirements shall be per Attachment B – Compensation and Pricing Provisions.
- Z. Intentionally Blank
- AA. **Terms and Conditions:** Parties acknowledge that each has read and agrees to all terms and conditions included in this Contract.
- BB. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- CC. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- DD. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- EE. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- FF. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- GG. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- HH. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal

and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

II. **Software License:** In consideration for and subject to the payment of the license fee(s) specified in Attachment B of this Contract, and the other promises, covenants and conditions herein, the County is granted the following licenses to the Contractor Software:

- a. A nontransferable, nonexclusive right and license to use the Contractor Software and the Documentation for said Software for the County's own internal use for the applications described in the Statement of Work, at the County's designated location, in the quantity set forth in Attachment B. Client may make additional copies of the TriTech Software as reasonably required for backup purposes only, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with paragraph "V" herein.
- b. Title to all Contractor Software and associated Documentation provided to County under this Contract remains with Contractor. Title to any third party software and documentation provided shall remain with the applicable vendor. Nothing herein shall be construed as granting any right and title to the Contractor Software and Documentation, or any third party software and documentation to County.
- c. The County shall not use, copy, rent, lease, sell, sublicense, create derivative works, or transfer the Software or Documentation, or permit others to do said acts, except as provided in this Contract. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of Contractor. In such event, the County shall not be entitled to a refund of the license fees paid hereunder.
- d. The Software licenses granted in this Contract or in connection with it are for object code only and do not include a license or any rights to source code. The County is specifically prohibited from accessing, copying, using, modifying, distributing or otherwise exercising any rights to such source code, even if such source code is loaded on the equipment. The loading and/or using of source code to any Software by Contractor or its employees on any computer system equipment at the County's location or any other location associated with the County shall not constitute a waiver of this provision, or any express or implied license or other permission to copy, use or exercise other rights to the source code.
- e. The County may not export the Software or Documentation outside the United States without the written agreement of Contractor. In the event of such written agreement, the County agrees to comply with all applicable U.S. export rules and regulations.

- f. The license granted herein is effective until surrendered or terminated in accordance with the provisions of this Contract. In the event of such surrender or termination, the County shall remove all Contractor Software covered in this Contract from its computer system and at Contractor's direction, either return the Software and its associated Documentation to Contractor, or destroy the Software and Documentation and verify such destruction in writing to Contractor. Such surrender shall not affect Contractor's right to receive and retain the fees and expense earned hereunder.
- GG. **Software Support:** Annual software support for the Contract software licensed hereunder will begin upon the date of Go Live (live operational use), and will be provided in accordance with Contractor's software support terms attached hereto at Attachment C.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the "Scope of Work" and "Compensation and Pricing Provisions", which are attached hereto as Attachment(s) A & B and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and shall be effective for one (1) year from that date, unless otherwise terminated by County. Contract may be renewed for up to ~~four (4)~~ three (3) additional one-year consecutive terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. In the event that funds are not appropriated, County shall provide reasonable notice to Contractor.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

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 interest of County.
6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager from providing services to the County under this Contract. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to the County under this Contract.
8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, the County's project

manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's project manager shall notify the Contractor's project manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.

9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
10. **County of Orange Child Support Enforcement (Exhibit 1 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.
11. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
12. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

TriTech Software Systems
9477 Waples Street, Suite 100
San Diego, CA 92121
Attn: Contracts
Ph: 858-799-7000

For County:

County of Orange
Sheriff-Coroner Department/Purchasing Services Bureau
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Buyer
Ph: 714-834-4700
Fx: 714-834-6411

13. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
14. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County's assigned Deputy Purchasing Agent.
15. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection which shall take place during Contractor's regular business hours. County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

16. **Disputes-Contract:** A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's project manager and County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
- i. Contractor shall submit to the agency/department Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating the that demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the

delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

17. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
18. **Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all applicable Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract.
19. **Security and Policies:** All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth in Section 18. Policies and Procedures and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
20. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
21. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

22. **Breach of Security:** Any breach or violation by Contractor of any any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
23. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on the County's premises, possession or distribution or contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
24. **Security Audits:** Each Contract Year, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPPA.
25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor, excluding Contractor's Intellectual Property and any and all derivative works thereof, including any third party software provided hereunder to which all ownership shall remain with the applicable vendor. All non-Contractor or its vendor's owned documents, reports, and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the County owned documents, reports, and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County. Nothing herein shall be construed as granting any title or ownership to the County of the Licensed Software or its associated Documentation.
26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
27. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

(Signature Page Follows)

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed AMENDMENT NUMBER ONE to ~~this~~ Contract MA-060-15011970. ~~for Inform FBR on the dates shown opposite their respective signatures below.~~

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. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document 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 on: _____

Approved as to Form
Office of the County Counsel

By: _____
Deputy

ATTACHMENT A

SCOPE OF WORK

A. Deliverables

1. Detailed Project Implementation Schedule – to be developed jointly by Contractor and County staff to fully define all project tasks including the actions required to complete each task, as well as the time line associated with each task;
2. Inform FBR application software and 600 licenses;
3. Business analysis and consultation services;
4. End User and Administration training;
5. Server installation and configuration;
6. One year maintenance and support;
7. Configuration of Computer Aided Dispatch (CAD), Records Management System (RMS), and Mobile interfaces;
8. Development & implementation of three custom interfaces (Arrest/Booking, Imaging and Property & Evidence).

B. Services

The Contractor will provide the following services:

1. **Project management**
 - a. Updated project plan and schedules documenting major tasks, task responsibilities, task duration, milestones, tasks completed and tasks in progress;
 - b. Bi-weekly calls to discuss status of project, key action items and deliverables;
 - c. Monthly status reports to include accomplishments, planned activities, issues and potential risks, key action items.
2. **Installation**
 - a. Installation, configuration and integration of client software on system hardware;
 - b. Configuration of existing standard Contractor interfaces (CAD, RMS, Mobile) as required to support Inform FBR.
3. **Business analysis:**
 - a. Observation and evaluation of OCSD's current business practices
 - b. Written recommendations and on-site assistance to help us optimally configure roles, users, workflows and templates within the FBR/RMS module
4. **Custom Interfaces**
 - a. Develop and implement FBR interfaces to existing OCSD:

- i. Arrest/Booking System
- ii. Property/Evidence System
- iii. Imaging System

5. Training

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

6. Testing

- a. Functional Acceptance Testing
 - i. Planning document
 - ii. Error identification and resolution documentation
- b. Integration Testing
 - i. Scenario planning document
 - ii. Error identification and resolution documentation

7. Support

- a. On-site support for 20 total days at pilot (phase 1);
- b. On-site support for additional 20 total days at final implementation;
- c. On-going service and technical support for term of contract.

C. Milestones

In general, milestones include:

1. **Project Launch:** Kick-off meeting, initial Project Plan, initial Project Schedule to be presented by Contractor and accepted within one month of effective date of contract . The Project Schedule shall include a projected date by which each milestone will be achieved. Once accepted by the County the Project Plan and Project Schedule will be deemed part of this Contract and control the timeline for Contractor to achieve the other milestones noted herein.
2. **System Orientation:** Review and evaluate OCSD business operations and workflows; identify issues and provide recommendations for optimal usage of FBR/RMS. Milestone timelines to be mutually agreed upon and determined after System Orientation review.
3. **Installation Services:** Server and System Configuration & Installation (hardware & software)
4. **Business Analysis:** on-site assistance to configure roles, users, workflows, and templates within the FBR/RMS software; number of hours to be clearly defined and mutually agreed upon during the System Orientation process
5. **System Administration Training:** training and documentation for up to 10 people on the configuration and maintenance of the System; instruction in methodology for creating report templates, structuring workflows and establishing user roles
6. **Interface Development:**
 - a. **Arrest/Booking System:** send Arrest related data when incident is created or modified to OCSD DES system and write returning booking number to FBR record
 - b. **Property/Evidence System:** send Incident Property & Evidence data when incident is created or modified to OCSD DES system
 - c. **Imaging:** send to OCSD Imaging system the final image of any report after final approval in FBR
7. **Functional Acceptance Testing (FAT):**

8. **FAT planning document for OCSD approval.** Error and error resolution documentation. FAT testing will completed in accordance with a mutually agreed upon FAT test plan.
Integration Testing: test of all applications and interfaces based on scenarios as agreed upon by both OCSD and the Contractor; written approval by OCSD is required to conclude success of the testing.
9. **End User Train-the Trainer Instruction:** Contractor shall provide Fifteen (15) 2-day classes, for up to 15 attendees in each class, by a qualified on-site instructor; access to training manuals.
10. **System Implementation (“Go Live”):** System Implementation will occur in accordance with the mutually agreed upon Detailed Project Implementation Schedule.
11. **System Acceptance:** System Acceptance is defined in Section F of the Agreement.

ATTACHMENT B

Compensation and Pricing Provisions

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. Location

Contractor shall make delivery of all services listed in this Contract to the following location:

County of Orange
 Sheriff-Coroner's Department/Information Systems
 320 N. Flower Street, 3rd Floor
 Santa Ana, CA 92703
 Attn: Melissa Iglesias / Brian Peelle

2. Pricing

Pricing set forth below covers the services provided by Contractor and shall be firm for the Term of the Contract.

A. OCSD InformRMS/FBR

Line #	Service Description	Quantity	Price **	Extended price
Inform FBR Software License Fees				
1	Inform FBR Server Software (E-501-1000 Users)	1	\$25,000	\$25,000
2	Inform FBR User	600	\$915	\$549,000
	Inform FBR Software License Fee(s) Subtotal			\$574,000
FBR Implementation Service Fees				
1	FBR Server Installation and Configuration	1	\$3,500	\$3,500
2	FBR Position Software Installation (up to 5 workstations)	1	\$3,150	\$3,150
3	FBR Administration Training (E-501+concurrent users)	1	\$5,600	\$5,600
4	FBR Core End User Train-The-Trainer Training (2 days)	15	\$2,800	\$42,000
5	FBR System Orientation and Analysis (E-501+ concurrent users)	1	\$15,400	\$15,400
6	Onsite Go Live Support Services for FBR (1 person, 2 days, single shift) (10 units for pilot and 10 units for Department-wide)	20	\$4,200	\$84,000
7	FBR Business Analysis and Consultation	1	\$15,000	\$15,000
	FBR Implementation Service Fee(s) Subtotal			\$168,650

Project Related Fees				
1	Project Management	1	\$103,971	\$103,971
2	Fixed Fee Travel Expenses*	1	\$105,560	\$105,560
	Subtotal Project Related Fees			\$209,531
* This is the maximum amount that may be charged for travel, lodging and per diem reimbursement under this contract. Contractor shall provide actual itemized travel expenses for reimbursement by the County with itemized receipts. Contractor should use the most reasonable and necessary mode of transportation and lodging. Daily per diem rate for meals shall not exceed sixty-six dollars (\$66) per Contractor employee (current GSA per diem rate for Orange County). Alcoholic beverages are not reimbursable to the Contractor. Should travel expenses reach the maximum amount allowable under this contract, contract may be amended to increase this amount upon mutual written agreement of both parties.				
Annual Maintenance Fees (Year 1)				
1	Inform FBR Server Software (E-501-1000 Users) 24X7 support	1	\$5,500	\$5,500
2	Inform FBR User 24X7 support	1	\$120,780	\$120,780
	Subtotal Annual Maintenance Fees			\$126,280
	TOTAL FOR INFORM RMS/FBR			\$1,078,461

B. OCSD Imaging IF RMS 4.6

Line #	Service Description	Quantity	Price **	Extended price
Custom Solution :Imaging IF RMS 4.6				
1	OCSD Imaging IF RMS 4.6	1	\$45,500	\$45,500
Project Related Fee(s)				
1	Project Mangement	1	\$6,370	\$6,370
Annual Maintenance Fees (Year 1)				
1	OCSD Imaging RMS 4.6 24X7 Support	1	\$10,010	\$10,010
	TOTAL FOR OCSD IMAGING IF RMS 4.6			\$61,880

C. OCSD Arrest IF RMS 4.6

Line #	Service Description	Quantity	Price **	Extended price
--------	---------------------	----------	----------	----------------

Custom Solution : Arrest IF RMS 4.6				
1	OCSD Imaging IF RMS 4.6	1	\$26,250	\$26,250
Project Related Fee(s)				
1	Project Mangement	1	\$3,675	\$3,675
Annual Maintenace Fees (Year 1)				
1	OCSD Arrest IF RMS 4.6 24X7 Support	1	\$5,775	\$5,775
	TOTAL FOR OCSD ARREST IF RMS 4.6			\$35,700

D. OCSD Property and Evidence Custom IF RMS 4.6

Line #	Service Description	Quantity	Price **	Extended price
Custom Solution : Property and Evidence Custom IF RMS 4.6				
1	OCSD Property and Evidence Custom IF RMS 4.6	1	\$21,000	\$21,000
Project Related Fee(s)				
1	Project Mangement	1	\$2,940	\$2,940
Annual Maintenace Fees (Year 1)				
1	OCSD Property and Evidence IF RMS 4.6 24X7 Support	1	\$4,620	\$4,620
	TOTAL FOR OCSD ARREST IF RMS 4.6			\$28,560

**** No other costs, fees, or amounts will be paid or authorized by County except for those as listed in this Contract.**

CONTRACT SHALL NOT EXCEED \$1,204,601 FOR THE FIRST CONTRACT TERM

///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///
 ///

///

3. Payment Terms

Payment milestones shall be 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
Milestone 3	15% Software and Services due at Completion of Installation	\$142,853.40
Milestone 4	20% Software and Services due at Completion of Pre-Go Live End User Trainings	\$190,471.20
Milestone 5	10% Software and Services due at Go Live	\$95,235.60
Milestone 6	20% Software and Services due at Final Acceptance as defined in Section F of the Agreement	\$190,471.20
Milestone 7	100% First year annual support fee due at Go Live	\$146,685.00
Travel	To be billed as incurred, in an amount not exceed	\$105,560.00
	Project Implementation Total	\$1,204,601.00

Invoices are to be submitted in accordance with Paragraph G - Payment. Contractor shall provide a Task Completion Report (TCR) for Client's signature prior to invoicing the payment milestones above.

Support Fees Years 2-5 to be paid on an annual basis. Annual support fees are subject to increase at a rate of 5% or the CPI for all US Cities for the previous 12 month period, which ever is less. The fees below are based on the TriTech software licenses granted under this Agreement in the quantities identified in this Attachment B, with a budgetary increase of 5% and will be adjusted accordingly at the time of invoice. A 0% or negative increase in the CPI will result in no increase for the affected annual support period. An increase in the number of licenses granted will result in an increase in support fee:

Support Period	Support Level	***Maximum Annual Software Support Amount
Annual Maintenance Fee for Year 2 due upon delivery and acceptance of fully functional Product by Sheriff's Department following first full year of use	24 x 7	\$154,019.25
Annual Maintenance Year 3 payable upon the second full year of use	24 x 7	\$161,720.21
Annual Maintenance Year 4 payable upon the third full year of use	24 x 7	\$169,806.22
Annual Maintenance Year 5	24 x 7	\$178,296.53

*** This is the maximum amount that annual support may cost. Actual cost will be based on the CPI formula listed above in this section.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of 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.

Remittance Address for Payments:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

All other correspondence or notices to TriTech must be sent to TriTech's address provided at section 12 of the Contract.

4. Invoicing Instructions:

Payments and/or invoices are to be sent to:

County of Orange
Sheriff Department/Information Services
320 N. Flower Street
3rd Floor
Santa Ana, CA 92703
Attn: OCSD Support Services

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Federal I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

5. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the

deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established in this section 5 for Year End and Final Invoices may be deemed a breach and shall be a basis for the County to refuse payments.

ATTACHMENT C

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

County shall be provided Software Support for Inform FBR on a 24x7 basis.

Software Errors are reported, responded to, and resolved in accordance with the procedures below:

(1) All TriTech Software Errors reported by County personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Priorities and Support Response Matrix specified in section 9 below by product. The County may elect to downgrade the urgency of the issue if the operational impact is not severe. The County may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If County determines a software error exists, County shall immediately notify TriTech by telephone, followed by an error report in writing from the County, if required, for supporting documentation, setting forth the defects noted with specificity requested by TriTech.

Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix set forth in section 9 below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution in accordance with the matrix set forth in section 9 below, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This

number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement suggestions/requests (i.e. ideas for upgrades to software) should be emailed to support@tritech.com.

(7) The County will ensure there is appropriate connectivity in each physical area in which a Server or interface equipment is located to allow the TriTech team to assist in troubleshooting. Remote assistance will be utilized for support of Inform FBR. Access will be granted by the County on an as-needed basis via Citrix Goto Assist.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Support Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. County will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Support Response Matrix, the County may request escalation of the issue to (i) a Customer Services supervisor, (ii) the Director of Customer Service, or (iii) the Vice President of Customer Service.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Contract. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Contract.

Inform RMS, Inform Jail and Inform FBR

Priority	Issue Definition	Response Time
<p>Priority 1 – Critical Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following:</p> <ul style="list-style-type: none"> • TriTech Inform RMS, Inform Jail or Inform FBR server software inoperative • Loss of ability for all Inform RMS, Inform Jail or Inform FBR users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, or Inform FBR, workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after County telephone contact to 800.987.0911.</i></p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<p>Priority 2 – Urgent Priority</p>	<p>Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates <p>A significant number of the Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail or Inform FBR workstations). These Software Errors are defined in more detail in <i>Special Note #2</i>, below.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p><i>After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, and Inform FBR is not managed after Normal Customer Service Hours.</i></p> <p><i>If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.</i></p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, or Inform FBR function. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> Loss of Non-Critical Data (with “Non-Critical” being defined as not causing an error classified as a P1 or P2 error (above). NIBRS State reporting issues that cause agency reports to exceed State error submission limits UCR reporting multiple occurrence of inaccurate data <p>A significant number of Inform RMS, Inform Jail or Inform FBR workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>High Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>Medium Priority issues are not managed after Normal Customer Service Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions</p>	<p>Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com.</p> <p>Low Priority issues are not manager after Normal Customer Service Hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>

Priority	Resolution Process	Resolution Time
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS System:
 - a. The Inform RMS System Server is down and unavailable for queries.
 - b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
2. Inform Jail:
 - a. The Inform Jail System is down and all workstations will not launch or function.
 - b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
 - c. Inform Jail users are unable to book or release inmates.
3. Inform FBR System:
 - a. The Inform FBR Server is down and unavailable to process reports.
 - b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS, and Inform FBR:
 - a. Inform RMS - Inability to create and save reports.
 - b. Inform FBR – Inability to enter and transfer reports into RMS.
 - c. Inability to create UCR/NIBRS State Reports.
2. Inform Jail:
 - a. Inform Jail users are severely impacted due to one of the following conditions:
 - i. Unable to book or release inmates.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:
 - A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the TriTech RMS Licensed Software, as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

EXHIBIT 1**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

*"I certify that **TriTech Software Systems** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract # MA-060-15011970** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.*

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

County of Orange Child Support Enforcement

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**
RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. **Name:** TriTech Software Systems
D.O.B. _____
SSN No: _____
Residence Address: Business Address: TriTech Software Systems, 9477 Waples Street, Ste. 100
San Diego, CA 92121

2. **Name:** Palermo Finance Corporation
D.O.B. _____
SSN No: _____
Residence Address: Business Address: 9477 Waples Street, Ste. 100
San Diego, CA 92121

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that **TriTech Software Systems** is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of **Contract Number: MA-060-15011970** with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME Blake Clark

TITLE Chief Financial Officer