

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

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-15011970 (hereinafter “AMENDMENT NUMBER ~~TWO~~ THREE”) 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 desires to renew the ORIGINAL CONTRACT 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 the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ amended the ORIGINAL CONTRACT, Attachment B – Compensation and Pricing Provision, Section 2. Pricing, on June 6, 2017 to reduce the contract not exceed amount from \$1,007,129.63 to \$864,276.23; and as to Section 3. Payment Terms, add completion of Milestone 2; as well as to reduce travel amount from \$98,559.83 to \$92,176.96 and modify Support Period Maintenance Year in its entirety (hereinafter “AMENDMENT NUMBER TWO”);

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year period of June 23, 2018 through and including June 22, 2019 as Contract Number MA-060-

18011729, 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;

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:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/23/15 through and including 6/22/18, 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. Contract is renewable for ~~two~~ one (21) additional one year term upon mutual agreement of both parties. County does not have to give reason if it elects not to renew.

~~2. ATTACHMENT B, Compensation and Pricing Provisions are amended as follows:~~

~~2. Pricing~~

~~CONTRACT SHALL NOT EXCEED \$864,276.73 for the term of June 23, 2017 through and including June 22, 2018.~~

~~3. Payment Terms~~

|                        |  |                         |                      |
|------------------------|--|-------------------------|----------------------|
| <del>Milestone 1</del> | <del>20% Software and Services due at Delivery of Detailed Implementation Plan</del> | <del>\$190,471.20</del> | <del>Completed</del> |
|------------------------|--|-------------------------|----------------------|

|             |   |                         |                      |
|-------------|---|-------------------------|----------------------|
| Milestone 2 | <del>15% Software and Services due at Completion of System Orientation</del>                          | <del>\$142,853.40</del> | <del>Completed</del> |
| Milestone 3 | <del>15% Software and Services due at Completion of Installation</del>                                | <del>\$142,853.40</del> |                      |
| Milestone 4 | <del>20% Software and Services due at Completion of Pre-Go-Live End User Trainings</del>              | <del>\$190,471.20</del> |                      |
| Milestone 5 | <del>10% Software and Services due at Go Live</del>   | <del>\$95,235.60</del>  |                      |
| Milestone 6 | <del>20% Software and Services due at Final Acceptance as defined in Section F of the Agreement</del> | <del>\$190,471.20</del> |                      |
| Milestone 7 | <del>100% First year annual maintenance fee due at Go-Live</del>                                      | <del>\$146,685.00</del> |                      |

~~Travel: To be billed as incurred, in an amount not to exceed \$92,176.96~~

| <del>Maintenance Period</del>  | <del>Maintenance Level</del> | <del>***Maximum Annual Software Maintenance Amount</del> |
|--|------------------------------|--|
| <del>Annual Maintenance Fee for Year 3 due upon delivery and acceptance of fully functional Product by Sheriff's Department following the first full year of use</del> | <del>24 x 7</del>            | <del>\$154,019.25</del>                                  |
| <del>Annual Maintenance for Year 4 payable upon the second full year of use</del>  | <del>24 x 7</del>            | <del>\$161,720.21</del>                                  |

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

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 OCS’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  |

c. 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            |
|--|-------------------|---|------------------------|
| 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.

4. 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.
5. 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.
6. 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.
7. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect. All obligations of the Parties that would have terminated on June 22, 2017~~8~~ are hereby extended to June 22, 2018~~9~~.



IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ THREE 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.

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

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 Number MA-060-17011792)