

## **AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & LATITUDE GEOGRAPHICS GROUP LTD.**

**THIS AMENDMENT** is made to the NON-STANDARD AGREEMENT for the maintenance and technical support for the GIS database and application, Geocortex Essentials, by and between Latitude Geographics Group Ltd, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County.”

**WHEREAS**, the County and CONTRACTOR entered into an agreement on November 29, 2016, by which CONTRACTOR is to provide the product, Geocortex Essentials, which provides the County the ability to share web mapping over the internet; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to provide virtual classroom training for County staff to attend online and associated professional services;

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 4.0, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”, shall be amended by adding Exhibit A-1.**
2. **Exhibit A-1 – Scope of Services, Section II.B shall be amended by adding CONTRACTOR shall provide Geocortex Training, as follows:**
  - A. **CONTRACTOR shall provide Geocortex Virtual Classroom Training, as follows:**
    1. CONTRACTOR offers a set of instructor-led training and client coaching services related to the use of its Geocortex software.
    2. Instructor-led private training events occur at a client's site or via the web in a virtual classroom environment. The CONTRACTOR software training courses offered and all relevant details are located on CONTRACTOR's Training website (<http://www.geocortex.com/events-training/training/>).
    3. CONTRACTOR reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following a CONTRACTOR training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.
    4. **CONTRACTOR'S Responsibilities:**
      - a. CONTRACTOR will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. CONTRACTOR will provide each Student with all required course material, a virtual classroom environment and cloud based Geocortex software, where applicable.
      - b. CONTRACTOR will confirm scheduled virtual classroom training dates approximately three (3) business days prior to the training event start date.

- c. CONTRACTOR will confirm scheduled private training dates approximately 13-15 business days prior to the event date.
- 5. County's Responsibilities:
  - a. County must ensure the protection of CONTRACTOR's copyrights. COUNTY SHALL NOT RECORD, COPY OR DISTRIBUTE NOR PERMIT A THIRD PARTY TO RECORD, COPY OR DISTRIBUTE ANY OF CONTRACTOR'S TRAINING MATERIAL(S).
  - b. County is not authorized to resell seat(s) to a CONTRACTOR training event, unless explicitly authorized in writing by CONTRACTOR.
  - c. County must ensure that all Students have received confirmation from CONTRACTOR to participate in a CONTRACTOR training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. CONTRACTOR reserves the right to disconnect any Students who permit access to unregistered Students.
  - d. County must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on CONTRACTOR's Training website.
  - e. County must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If County submits a registration without a confirmed payment, CONTRACTOR will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
  - f. County must provide written notice to CONTRACTOR's Customer Service department at training@geocortex.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
  - g. CONTRACTOR reserves the right to record a classroom training event for future rebroadcast.

**3. Exhibit A-1 – Scope of Services, Section IV.A shall be amended by adding**

<b>Service</b>	<b>Billing schedule/pricing</b>		<b>Current rate</b>
Extended Maintenance	Annually	20% of current license cost of Geocortex Essentials product	\$3,700/year
Technical Support	Hourly	Current Latitude Geographics Hourly Rate	\$115/hour
Virtual Classroom Training	Upon Registration	Current Latitude Geographics Daily Training Rate	\$1060/day

- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
- 5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated November 29, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

*Geri A. Chatham*

Director of Information Technology Department

Dated:

*4/20/17*

Approved as to Fiscal Provisions:

*[Signature]*

Deputy Auditor/Controller

Dated:

*4/4/17*

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

*Rebecca M. Cuevas*

Deputy County Counsel

Dated:

*April 3, 2017*

CONTRACTOR

By:

*[Signature]*  
Signature of Chair, President, or Vice-President

Steven Myhill-Jones – President & CEO  
Printed Name and Title

Dated:

**MAR 22 2017**

By:

*[Signature]*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

David Stevenson - CTO  
Printed Name and Title

Dated:

**MAR 08 2017**

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A-1**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. Service Delivery Sites**

Services will be provided remotely through telephone or online support to the Monterey County Information Technology Department.

The service delivery site will be the Monterey County Information Technology Department (ITD) Facility, 1590 Moffett Street, Salinas, California 93905.

**II. Scope of Services**

A. CONTRACTOR shall provide the County with Geocortex Essentials Extended Maintenance services, to include:

1. County access to Geocortex Support Center website, URL: <https://support.geocortex.com>.
2. Ability to download Software update releases from the Geocortex Support Center
3. Access to view and download content from the Geocortex Code Gallery
4. Access to view and participate in online forums on the Geocortex Support Center

B. CONTRACTOR will provide the County with Technical Support services remotely over the telephone, electronic mail or online webshare.

1. Technical Support refers to services provided to troubleshoot and resolve issues related to a client's web-GIS and/or other information technology infrastructure, including Latitude Geographics' Geocortex products (customized or out of the box). This includes:
  - a. ArcGIS Server and Geocortex Essentials performance issue troubleshooting
  - b. Geocortex Essentials installation and upgrade questions and issue resolution
  - c. Geocortex Workflow questions and issue resolution
  - d. Geocortex Reporting questions and issue resolution
  - e. Geocortex Printing questions and issue resolution
  - f. Geocortex Essentials bug tracking
2. Technical Support services will be available during Latitude Geographics' regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays.
3. Technical Support can be reached by local telephone (250-381-8130), by toll free number (1-888-389-2621), or by email ([support@latitudegeo.com](mailto:support@latitudegeo.com)).
4. Requests for Technical Support services must be approved through County designee.
5. Technical Support services will be billed on an hourly basis.

C. CONTRACTOR shall provide Geocortex Virtual Classroom Training for County staff, as follows.

1. CONTRACTOR offers a set of instructor-led training and client coaching services related to the use of its Geocortex software.
2. Instructor-led private training events occur at a client's site or via the web in a virtual classroom environment. The CONTRACTOR software training courses offered and all relevant details are located on CONTRACTOR's Training website (<http://www.geocortex.com/events-training/training/>).
3. CONTRACTOR reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following a CONTRACTOR training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.

4. CONTRACTOR'S Responsibilities:

- a. CONTRACTOR will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. CONTRACTOR will provide each Student with all required course material, a virtual classroom environment and cloud based Geocortex software, where applicable.
- b. CONTRACTOR will confirm scheduled virtual classroom training dates approximately three (3) business days prior to the training event start date.
- c. CONTRACTOR will confirm scheduled private training dates approximately 13-15 business days prior to the event date.

5. County's Responsibilities:

- a. County must ensure the protection of CONTRACTOR's copyrights. COUNTY SHALL NOT RECORD, COPY OR DISTRIBUTE NOR PERMIT A THIRD PARTY TO RECORD, COPY OR DISTRIBUTE ANY OF CONTRACTOR'S TRAINING MATERIAL(S).
- b. County is not authorized to resell seat(s) to a CONTRACTOR training event, unless explicitly authorized in writing by CONTRACTOR.
- c. County must ensure that all Students have received confirmation from CONTRACTOR to participate in a CONTRACTOR training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. CONTRACTOR reserves the right to disconnect any Students who permit access to unregistered Students.
- d. County must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on CONTRACTOR's Training website.
- e. County must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If County submits a registration without a confirmed payment, CONTRACTOR will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- f. County must provide written notice to CONTRACTOR's Customer Service department at training@geocortex.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- g. CONTRACTOR reserves the right to record a classroom training event for future rebroadcast.

D. CONTRACTOR warrants that it has the necessary qualifications, certifications, and experience to provide Geocortex Essentials Extended Maintenance services, and Technical Support services.

E. County will notify CONTRACTOR of the names, email addresses and telephone numbers of GIS Management and Staff, to be granted access to the Geocortex Support Center

**III. Term of the Agreement**

The term of this Agreement shall be from October 10, 2016 to October 9, 2019 unless sooner terminated pursuant to the terms of this Agreement.

**IV. Payment Provisions**

A. For the services described in this Agreement, CONTRACTOR shall bill the COUNTY as follows:

Service	Billing schedule/pricing		Current rate
Extended Maintenance	Annually	20% of current license cost of Geocortex Essentials product	\$3,700/year
Technical Support	Hourly	Current Latitude Graphics Hourly Rate	\$115/hour
Virtual Classroom Training	Upon Registration	Current Latitude Graphics Daily Training Rate	\$1060/day

The sum total of all billing will not exceed **the maximum amount of \$25,000.00** per year, year, for a total of **\$75,000 for this agreement**. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

B. Invoices shall be mailed to:

Monterey County Information Technology  
1590 Moffett Street  
Salinas, CA 93905  
Attn: Accounts Payable

C. Payments shall be mailed to:

Latitude Geographics Group Ltd  
300-1117 Wharf Street  
Victoria, BC  
V8W 1T7 Canada