

**AMENDMENT #1 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & CDI INFRASTRUCTURE, LLC dba
L.R. KIMBALL**

THIS AMENDMENT is made to the AGREEMENT for project management services as set forth below for the award of RFP 10447 for RFP Development and Computer Aided Dispatch system acquisition support by and between CDI Infrastructure, LLC dba L.R. KIMBALL, 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 wish to amend the AGREEMENT to reflect the County's exercise of the option to extend for one (1) additional year; and

The County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

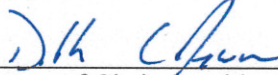
1. Section 2.0, "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$82,401.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$167,158.*"
2. Section 3.0, "**TERM OF AGREEMENT**", shall be amended by removing "The term of this Agreement is from 7/1/2014 to 6/30/2015, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from 7/1/2014 to 6/30/2016, unless sooner terminated pursuant to the terms of this Agreement".
3. EXHIBIT A – Scope of Services/ Payment Provisions shall be amended by adding several additional services and payment provisions as per EXHIBIT A1 TO AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & CDI Infrastructure, LLC dba L.R. Kimball attached hereto. The provisions of Exhibit A-1 are in addition/supplemental to, not a substitute for, the requirements and provisions of the original Exhibit A.
4. If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on September 8, 2014.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 
Signature of Chair, President, or
Vice-President

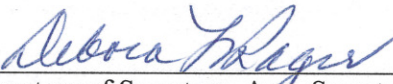
Dated: _____

Deborah C. Irwin, Vice President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: February 27, 2015

Deputy Auditor/Controller

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

Dated: _____

Debora L. Rager, Assistant Secretary
Printed Name and Title

Approved as to Liability Provisions:

Dated: February 27, 2015

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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 A1 TO AMENDMENT #1 TO AGREEMENT BY AND
BETWEEN COUNTY OF MONTEREY & CDI Infrastructure, LLC dba
L.R. KIMBALL**

IN ADDITION TO THOSE DUTIES AND SERVICES SET FORTH IN THE ORIGINAL EXHIBIT A TO THE ORIGINAL AGREEMENT BY AND BETWEEN THE COUNTY OF MONTEREY AND CDI INFRASTRUCTURE, LLC, DBA L.R. KIMBALL, THE PARTIES SHALL ALSO COMPLY WITH THE FOLLOWING ADDITIONAL CONDITIONS AND PROVISIONS, EFFECTIVE THE DATE OF AMENDMENT 1 TO THE AGREEMENT:

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below for the award of RFP 10447 CAD Needs Assessment for Department of Emergency Communications to include development of an Request For Proposal (RFP) for a Computer Aided Dispatch (CAD) system, Records Management System (RMS), and Mobile Data Communications (MDC) system, vendor selection, acquisition support, contract negotiations, and validation of deliverables. This amendment does not include implementation oversight.

Phase 2—RFP Preparation and Procurement Support through Contract

2.2 Selection of System Functionality and Project Operational Parameters

- CONTRACTOR shall provide feedback to the County on what functional, technical and business requirements are essential for the procurement of the identified systems. CONTRACTOR shall advise the County on the consistency of the defined requirements with commonly recognized best practices from NFPA, APCO, NENA and LEITC; our knowledge of emerging trends in CAD/RMS/MDCS and from our own experience defining requirements and specifications.

2.3 Assist in the Preparation of the Draft CAD RFP

- CONTRACTOR shall prepare a draft document reflecting all selected functional specifications, technical requirements, Calendar of Events, Scoring Matrix weighting the scoring factors, Proposal Submission format/requirements, milestone definitions with associated payment provisions as defined by County to be included in the solicitation for procurement of vendor services and technologies. The specifications and requirements document will be prepared in a manner to include RFP solicitations for procurement of vendor services, software applications, hardware and maintenance to implement the CAD/RMS/MDC systems.

2.4 Review Draft CAD RFP with County Team

- CONTRACTOR shall lead on-site meeting with County to review the draft RFP and record changes requested from County.

2.5 Incorporate Changes and Finalize

-CONTRACTOR shall incorporate changes from section 2.4 and work with County to arrive at consensus on final RFP and deliver final version of RFP.

Phase 3 – Acquisition Support

3.1 Assist County Team in Conducting System Pre-Bid

- CONTRACTOR shall assist County in preparing rules and guidelines for a Pre-Bid conference. Attend a Pre-Bid conference to be held at the County. CONTRACTOR shall record bidder inquiries.

3.2 Respond to Bidder Inquiries

- CONTRACTOR shall prepare responses to bidder inquiries from preliminary inquiries and from inquiries generated from Pre-Bid Conference. County will collect preliminary inquiries and CONTRACTOR will collect Bid Conference inquiries. CONTRACTOR shall prepare responses to all inquiries with input from County and deliver written responses to County and prepare addendum based upon inquiries.

3.3 Assist County Team in Evaluating Proposals/ Standard of Compliancy

- CONTRACTOR shall lead onsite scoring committee meetings to review all qualified bids and guide Scoring Committee through the proposals providing clarifications to ensure the scoring committee members understand the bids and score fairly and equitably.

3.4 Prepare Bidder Shortlist Questionnaire and Tabulation

-CONTRACTOR shall prepare a scripted agenda and questionnaire for County to use at bidder demonstrations. CONTRACTOR shall identify criteria, the functionality to be demonstrated, the need for further clarification of the bidder's response to the RFP and any other requirements to be placed on the vendor. Upon completion of bidder demonstrations, County will return answers to CONTRACTOR for their tabulation and scoring.

Phase 4 – Contract Negotiations

4.1 Assist County Team in Review of Vendor Agreements

-CONTRACTOR shall assist County staff in preparing a draft agreement based upon contracting requirements from County's "boilerplate" and advice from the County's legal staff. CONTRACTOR shall review vendor contract documentation, installation agreements, licensing and support agreements and warranties, making changes as required by County so that they reflect the County's needs and review draft agreement with County to discuss required changes. CONTRACTOR will negotiate changes with vendor and ensure County functional and technical requirements are met by the agreement.

4.2 Review Contract Changes with County Team

- CONTRACTOR shall review draft agreement with County after changes from 4.1 are incorporated into Agreement. CONTRACTOR shall supplement the contracting language with information about system procurement and the County's standard contracting language.

4.3 Assist County Team in Review Vendor Statement of Work

- CONTRACTOR shall meet on-site with County team and review vendor statement of work and implementation plan for the replacement of the current systems. This plan reflects key information relative to the implementation of the new systems and subsystems, including detailed milestones, implementation timelines, deliverables, budget and definition of the County and vendor contracted responsibilities and contingencies for key project activities.

4.4 Finalize Vendor Agreements/Statement of Work

- CONTRACTOR shall hold meetings via conference call to advise County on changes and collect County feedback to deliver to vendor, advise County regarding options on technical and functional requirements for resolution of conflicts, and negotiate on behalf of County for inclusion into the Statement of Work.

4.5 Assist County Team in Review and Validation of Deliverables

- CONTRACTOR shall review final agreement and validate that all County requirements and requested changes from previous meeting have been incorporated. CONTRACTOR shall review and validate project deliverables, and the interdependencies among deliverables, with

County. CONTRACTOR shall coordinate plan with vendor to provide an audit trail to allow County to record key events to compare to planned milestones.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.):

- **Task 2.2 Deliverables** – Consolidated functional requirements and technical specifications to meet County Purchasing requirements for inclusion in RFP as accepted in writing by County.
- **Task 2.3 Deliverables** – Draft RFP document that directly supports the effective review and evaluation of vendor responses to assure the most appropriate selection of offerings including functional specifications as part of a scope of work, technical specifications, calendar of events, Scoring Matrix, Proposal Submission format/requirements, milestone definitions.
- **Task 2.4 Deliverables** – Onsite meeting at County
- **Task 2.5 Deliverables** – Finalized RFP as accepted in writing by County.
- **Task 3.1 Deliverables** – Recorded pre-bidder inquiries from pre-bidders conference and addendum as accepted in writing by County.
- **Task 3.2 Deliverables** – Attendance at pre-bid conference. Written responses to vendor inquiries from preliminary inquiries and from pre-bid conference inquiries as accepted in writing by County.
- **Task 3.3 Deliverables** – Onsite meeting with County to review all qualified bids with scoring committee.
- **Task 3.4 Deliverables** – Scripted agenda and questionnaire for bidders on shortlist for use at bidder demonstrations as accepted in writing by County. Scored bidder responses from bidder demonstrations.
- **Task 4.1 Deliverables** – Written suggested changes for draft agreement as accepted in writing by County. Meetings to review agreement and conduct negotiations with selected vendor.
- **Task 4.2 Deliverables** – Reviewed draft agreement with incorporated changes from 4.1.
- **Task 4.3 Deliverables** – Written suggested revisions to statement of work and Implementation plan. Review of suggestions with County as accepted by County in writing.
- **Task 4.4 Deliverables** – Written validation that County changes are in agreement. Resolution to issues with vendor as agreed to in writing by County.
- **Task 4.5 Deliverables** – Written validation of deliverables and review of final agreement with County team to be accepted in writing by County.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

B1 – Payment Table			
Task Number	Task	Compensation	Task Length
2.2	Selection of System Functionality and Project Operational Parameters	\$7,063.00	14 Days
2.3	Assist in the Preparation of the Draft CAD RFP	\$7,063.00	30 Days
2.4	Review Draft CAD RFP Format with County Team	\$7,063.00	7 Days
2.5	Incorporated Changes and Finalize	\$7,063.00	7 Days
3.1	Assist County Team in Conducting System Pre-Bid	\$4,709.00	10 Days
3.2	Respond to Bidder Inquiries	\$4,709.00	60 Days
3.3	Assist County Team in Evaluating Proposals/ Standard of Compliancy	\$11,771.00	21 Days
3.4	Prepare Bidder Shortlist Questionnaire and Tabulation	\$4,709.00	7 Days
4.1	Assist County Team in Review Vendor Agreements	\$9,417.00	30 Days
4.2	Review Contract Changes with County Team	\$7,063.00	30 Days
4.3	Assist County Team in Review Vendor Statement of Work	\$4,709.00	14 Days
4.4	Finalize Vendor Agreements/Statement of Work	\$4,709.00	14 Days
4.5	Assist County Team in Review and Validation of Deliverables	\$4,709.00	14 Days