AMENDMENT #3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELEOSOFT, INC

THIS AMENDMENT is made to the AGREEMENT for maintenance and support services for Civil Records Management System for the Monterey County Sheriff/Coroner's Office, by and between **TELESOFT, INC.,** 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 originally entered into this Agreement on November 1, 2020 with a Not to Exceed amount of $82,578.00 and a term date ending June 30, 2023; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT with Amendment 1, by adding $32,232 in funding and extending the term of AGREEMENT by one (1) year, with a new term end date June 30, 2024; and

WHEREAS, the County and CONTRACTOR amended the AGREEMENT with Amendment 2, by adding $70,546 and Addendum A; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT by adding $459,075 and Exhibit A-2 and Exhibit C, and extending the term of the AGREEMENT by two (2) years with a new term ending date of June 30, 2026.

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

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $185,356",* and replacing it with, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $644,611".*

2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "The term of this Agreement is from 11/01/2020 to 6/30/2024", and replacing it with, "The term of this Agreement is from 11/01/2020 to 6/30/2026."

3. Exhibit A – Scope of Services shall be amended by adding Exhibit A-2 & Exhibit C, hereto attached.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are 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 July 1, 2018.

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

MONTEREY COUNTY   Telesoft, Inc.

_____   By: _____
Contracts/Purchasing Officer   Signature of Chair, President, or
                                                   Vice-President

Dated: _____   Cory Fregm, CEO
                                                   _____
                                                   Printed Name and Title
Approved as to Fiscal Provisions:
                                                   Dated: _____

_____
Deputy Auditor/Controller
                                                   By: _____
Dated: _____   (Signature of Secretary, Asst. Secretary, CFO,
                                                   Treasurer or Asst. Treasurer)*
_____

Approved as to Liability Provisions: Josh Irwin, COO
                                                   _____
                                                   Printed Name and Title
_____
Risk Management   Dated: _____

Dated: _____

Approved as to Form:

_____
County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*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.

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELEOSOFT, INC

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES – In addition to services previously outlined in Exhibit A & A-1, the following applies:

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:

1. **CountySuite™ Software**

   All licensed CountySuite™ products assumed to be hosted within the cloud environment herein described are itemized below.

   Sheriff
   Includes all licensed CountySuite™ Sheriff applications and related CountySuite™ modules

   Base Product:
   - Accounting & Check Printing
   - Civil Actions
   - Personal Property
   - Real Property
   - Temporary Restraining Orders
   - Civil Bench Warrants
   - Scan & Attach
   - Notifications
   - User Management
   - Barcoding
   - Deputy Services

   Modules Included:
   - Public Portal
     - Portal Base Module
     - Public Access File Status Listing Portal
   - E-Services
     - User Registration and Approval Module
     - E-filing and Approval Module
   - File Assignment Module

2. **3rd-Party Integrations**

NOTE: All 3rd-party integrations must be evaluated for use in the Cloud environment. As a result, there may be additional costs and/or county-level configuration associated with this effort.

3. **Cloud Infrastructure & Software Provisioning**

Teleosoft shall be responsible for all aspects of CountySuite™ software and Cloud environment provisioning. This includes infrastructure provisioning (as shown in the cloud architecture diagram above), installation and configuration of all prerequisite software, and any special networking considerations.

A sample list of covered items:

- Windows Server OS (licensing covered in hosting costs)
- SQL Server (licensing covered in hosting costs)
- Internet Information Server
- Acquisition of SSL Certificates
- Domain Name registration
- Coordination with County IT on any Cloud/Local Network configuration
  - Site-to-site VPN configuration
  - 3rd-party integrations

4. **Cloud Resource Capacity & Usage-Based Costs**

In the cloud environment, certain resource costs are based on resource capacity and/or usage. As a result, some of the costs included in this proposal are baseline costs that have been estimated for a specific usage amount or resource capacity.

The following are maximum usage allotments/capacities for this proposal:

- Contract allows for a maximum of 5 TB of traffic
  - Additional bandwidth cost (approx. $0.13 /GB)
- Contract allows for a maximum of 2 TB Total DB active storage
  - Additional storage cost (approx. $108 per 2 TB per month)
- Total Database Backup storage size (10 TB) & retention period (1 year)
- Compute capacities (VM sizes)

Production usage will be continually monitored to determine if additional capacity is required. County will be notified of any adjusted costs semiannually, and overages will be invoiced along with the annual renewal.
Annual renewal rates will also reflect the latest capacities, updated growth estimates, and current Azure pricing.

5. **Rightsizing**

Rightsizing involves matching cloud resources to performance and capacity needs. Teleosoft shall continually monitor key metrics to determine optimal sizing that will contain costs while providing adequate margins around demand loads.

If additional resource costs are identified as necessary during the rightsizing process, County will be invoiced for the additional costs.

6. **Office Transition (2-Phased Approach)**

Teleosoft will work with County IT and the respective offices to successfully transition you from your current software to CountySuite™. This is done using a 2-phased approach:

- Phase 1 is test environment provisioning where all the software is setup on the new servers and user training and validation of the new application software is done. Depending on the office/application, this may include 1 (or more) test migrations where the existing application database is migrated to the new CountySuite™ application DB. In this situation, select office staff will assist with migration database validation. *This can be done during normal business hours.*
- Phase 2 is production launch/go-live. During this phase, final database migration shall be done (where applicable). Additionally, any necessary DNS entries as well as internal links shall be adjusted to point to the new Cloud-hosted environment. *This must be done off hours and shall require coordination between Teleosoft and County IT.*

A.2 The Contract Manager for this contract within the Monterey County Sheriff's Office shall be the Civil Manager and IT Manager. Civil Manager and/or IT Manager or above will approve all invoices.

A.3 PRODUCT FEATURES

1. **Product Overview**

This section provides a summary of the details and work associated with the hosting of all licensed CountySuite™ software referenced below in a CJIS Compliant Cloud Hosted environment.
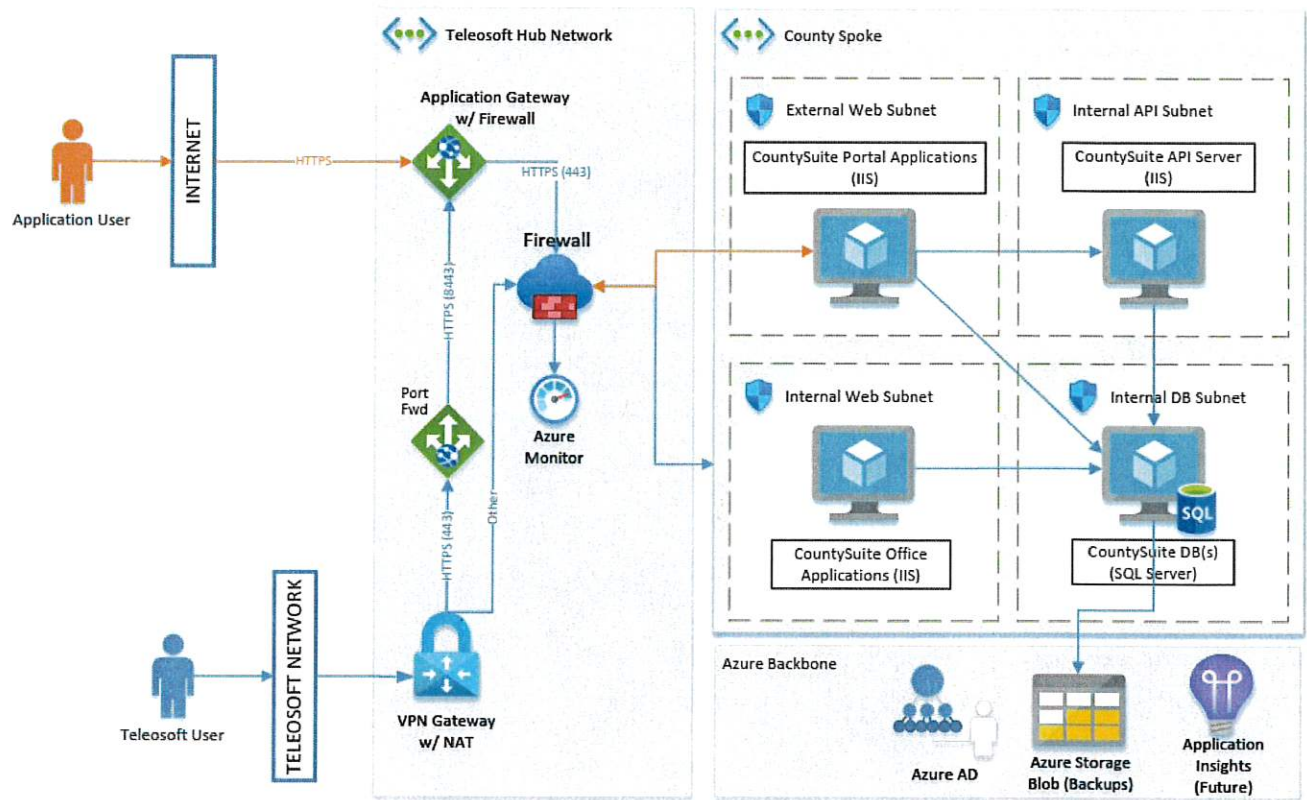
2. **No Hardware**

No hardware is included as a part of this proposal (e.g., servers, tablets, printers, bar code scanners, label printers, etc.).

3. **Cloud Architecture**

The following diagram outlines the typical architecture for provisioning in a CJIS-Compliant Azure Government Cloud environment.

Architecture Clarifications

- Direct TCP communication from VPN Gateway to Firewall is limited to Teleosoft access.
- All County network communication will occur over the public internet (shown above) or over a site-to-site connection on the Teleosoft Hub VPN Gateway (depending on communication requirements and/or 3rd party integrations).

Teleosoft, Inc.
Amount: $644,611
Term: 11/01/2020 – 06/30/2026

- Authentication via OAuth:
  - o The preferred model is to use the County's Azure AD as the Identity Provider, allowing user and credential management to remain unchanged.
  - o Alternatively, Teleosoft will provide an Azure AD Identity Provider, including MFA, and County IT will hold responsibility for user management.

4. **Cloud Hosting Benefits & Services**

AZURE INFRASTRUCTURE

- FedRAMP high, CJIS, PCI, HIPAA & IRS compliant
- VM Infrastructure 7x24x365 Uptime (99.9% SLA)
- Data Security
  - o Data at rest
    - ▪ VM Disk Encryption
  - o Data in motion
    - ▪ All web traffic is transmitted using

HTTPS and TLS 1.2 TELEOSOFT MANAGED

SERVICES

- Microsoft Windows Server, SQL Server, and CountySuite™ Patch Management, Inventory, and Change
  Tracking
- VM backups w/ 30-day retention and redundant copies
- Data backups w/ 1-year retention

Timeframe	RTO	RPO
0-7 days	1 day	4 hours
8-30 days	1 day	1 day
31-365 days	1 day	1 month

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

a. County shall pay an amount not to exceed $644,611 for the maintenance of the system and support services performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in Addendum A, Addendum B and Exhibit B.

b. Payment is detailed in the below chart:

Milestone Name	Payment Due
1. Contract Signed & Deposit Payment Approved (includes first year Azure hosting fees). Deliverable: • Prjoject Kickoff Meeting & Porject Plan	$36,750
2. Complete base cloud server setup and validation Deliverables: • Provisioned CountySuite™ Cloud Test Environment with CountySuite™ application(s) installed and validation provided	$36,831
3. Complete pre-production CountySuite Sheriff UAT V & V (verification and validation) Deliverables: • CountySuite™ Sheriff Cloud Environment has been validated and CountySuite™ software functionality verified through Office • User Acceptance Testing sessions	$36,750
4. Complete production cutover for CountySuite™ Sheriff in the cloud environment Deliverables: • Final production database migration from existing on-premises environment to CountySuite™ Sheriff cloud Production environment • County Sheriff Office is using CountySuite™ in production	$36,750

* Total Payment includes first year Azure hosting fee of $115,081

Support Services				
	Annual Maintenance	Online Servies	Cloud Maint	Totals
Cost for adding cloud				$147,081.00
7/1/2024	6/30/2025	$32,232.00	$8,684.00	$115,081.00	$155,997.00
7/1/2025	6/30/2026	$32,232.00	$8,684.00	$115,081.00	$155,997.00

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2   CONTRACTORS BILLING PROCEDURES

Invoicing shall occur annually. All invoices shall reference the Lease number attached to this agreement. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

> Monterey County Sheriff/Coroner's Office
> Attention: Fiscal Unit Accounts Payable
> 1414 Natividad Road
> Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT C

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & TELEOSOFT, INC

Insurance Modification

Automobile

CONTRACTOR's work does not require CONTRACTOR to travel in the performance of this Agreement. This modification of insurance does not affect the CONTRACTOR's responsibility and duty to indemnify the County under the provisions of this contract.