

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SIERRA-CEDAR, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SIERRA-CEDAR, INC. (f/k/a Sierra Systems, Inc.), hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for implementation services in support of the Criminal Justice (CJI) project on October 8, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term date through December 30, 2016, and increase the Agreement by \$312,400 for an amount not to exceed \$1,862,952.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines acting reasonably that the quantity or quality of the work performed fails to meet the requirements set out in this Agreement. In no event shall County's total fiscal obligation under this Agreement exceed One Million Eight Hundred Sixty Two Thousand Nine Hundred Fifty Two Dollars (\$1,862,952) ("Maximum Fee"). The parties acknowledge and agree that no services will be provided by Contractor which would result in payment by the County of any amount in excess of the Maximum Fee unless the parties execute an Amendment setting out the agreed services to be provided and the increase to the Maximum Fee to be paid by County to Contractor.

2. Section 4. Term and Termination of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 15, 2013, through December 30, 2016.

This Agreement may be terminated by Contractor, the Information Services Department (ISD) Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided until up to and including the effective date of termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 11/17/2015).

Phase	Deliverable	Estimated Completion Date	Deliverable Value
Phase 0: webMethods Platform	Updated Project Planning Deliverables	Oct 26, 2013	\$15,043
	webMethods Infrastructure Design Document	Nov 04, 2013	\$27,630
Phase 1: Sheriff JMS Integration	Consolidated Requirements Deliverable for All Phase 1 Exchanges: • Service Interaction Model Document • Exchange Requirements Deliverable • ApplinX Requirements Specification	Nov 15, 2013	\$165,780
	Consolidated Design Deliverable for All Phase 1 Exchanges: • Service Interface Description Document • Service Description Document • ApplinX Design Specifications • Exchange Design Specifications • NIEM Compliant XSD File	Dec 10, 2013	\$159,640
	Integration Test Deliverable Document	Jan 10, 2014	\$242,530

	(Sheriff System will be ready for Integration Testing on November 25 th , 2013)		
	Phase 1: Production Migration Complete	Jan 28, 2014	\$52,190
Phase 2: DA CMS Integration	Consolidated Requirements Deliverable for All Phase 2 Exchanges: • Service Interaction Model Document • Exchange Requirements Deliverable • ApplinX Requirements Specification	Apr 16, 2014	\$73,680
	Consolidated Design Deliverable for All Phase 2 Exchanges: • Service Interface Description Document • Service Description Document • ApplinX Design Specifications • Exchange Design Specifications • NIEM Compliant XSD File	May 15, 2014	\$62,935
	Integration Test Deliverable Document (Courts CMS System will be ready for Integration Testing on July 15 th , 2014)	Aug 06, 2014	\$178,060
	Phase 2: Production Migration Complete	Nov 24, 2014	\$61,400
Phase 3: Court CMS Integration	Consolidated Requirements Deliverable for All Phase 3 Exchanges: • Service Interaction Model Document • Exchange Requirements Deliverable • ApplinX Requirements Specification	Aug 26, 2014	\$46,050
	Consolidated Design Deliverable for All Phase 3 Exchanges: • Service Interface Description Document • Service Description Document • ApplinX Design Specifications	Dec 01, 2014	\$55,260

	- Exchange Design Specifications - NIEM Compliant XSD File		
	Integration Test Deliverable Document (Probation CMS System will be ready for Integration Testing on Dec 23 rd , 2014)	Feb 02, 2015	\$75,215
	Phase 3: Production Migration Complete	Mar 12, 2015	\$36,410
Additional Exchanges	Phase 3	Nov 30, 2015	\$70,400
CJI Project Charge Code Translation Enhancement- Part of Phase 3 Activities (per Amendment #1)	Offense Code Translation Design Document	Oct 26, 2015	\$13,600
	Offense Code Translation Integration Testing Completion	Nov 02, 2015	\$8,000
Phase 4: Probation CMS Integration	Consolidated Requirements Deliverable for All Phase 4 Exchanges: - Service Interaction Model Document - Exchange Requirements Deliverable - ApplinX Requirements Specification	Dec 19, 2014	\$53,725
	Consolidated Design Deliverable for All Phase 4 Exchanges: - Service Interface Description Document - Service Description Document - ApplinX Design Specifications - Exchange Design Specifications - NIEM Compliant XSD File	Jan 27, 2015	\$62,935
	Integration Test Deliverable Document (DA CMS System will be ready for Integration Testing on Mar 5 th , 2015)	Apr 14, 2015	\$56,795
	Phase 4: Production Migration Complete	June 30, 2015	\$25,389
	Phase 4: Probation CMS Integration Complete	Dec 30, 2016	\$236,865
** Phase 5: CJIS Decommission	Complete Decommissioning Strategy	Sep 04, 2015	\$18,420

	Migration of CJIS to Relational Data Model	Dec 3, 2015	\$59,865
**CJIS Decommissioning- Part of Phase 5 Activities	Phase 5: CJIS Decommissioning Complete	Dec 30, 2016	\$5,135

** The actual deliverable value of CJIS Decommission is yet to be determined based on the finalized strategy and at the discretion of the County.

The County will submit payment within Net thirty (30) days of receipt of invoice.

In no event shall total payment for services under this Agreement exceed \$1,862,952.

Contractor agrees that the requirements of this Agreement pertaining to the protection of propriety rights and confidentiality shall survive termination of this Agreement.

- 4. All other terms and conditions of the agreement dated October 8, 2013, and as amended, between the County and Contractor shall remain in full force and effect. No purchase order terms, conditions or provisions shall modify the Agreement or this Amendment or otherwise affect the obligations of the parties thereunder.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SIERRA-CEDAR, INC.



Contractor's Signature

Date: 10-26-15