
AMENDMENT TWO

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ATIMS LAW ENFORCEMENT SOFTWARE DIVISION

THIS AMENDMENT TO THE AGREEMENT, entered into this 10 day of MARCH, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Act-1 Group, a California corporation, d/b/a ATIMS LAW ENFORCEMENT SOFTWARE DIVISION, hereinafter called "Contractor";

WITNESSETH:

***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 (Resolution No. 071988) for providing services and licensing for the installation of a jail management system application (ATIMS-JMS) for use by County on June 5, 2012; and*

***WHEREAS**, on October 3, 2013, both parties approved Amendment One to the Agreement for the purpose of establishing data exchanges between Criminal Justice Information System (CJIS) and JMS; and*

***WHEREAS**, the parties wish to further amend the Agreement to implement data exchanges between JMS and the criminal justice departments remaining on CJIS.*

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

1. Section 1. Exhibits and Attachments, of the agreement is hereby deleted in its entirety and replaced with the following:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A - Statement of Work
 - Exhibit A-1 - Data Exchanges
 - **Exhibit A-2 - CJI Data Exchanges**
- **Exhibit B - Payment Schedule (Revised March 2014)**
- Exhibit C - Pricing Schedule
- Exhibit D - Project Timeline
- Exhibit E - Professional Services & Support Program
- Exhibit F - RFP Response
- Attachment A - Contractor's Declaration
- Attachment B - §504 Compliance
- Attachment C - Certificate of Insurance

2. Section 3. Payments, of the agreement is hereby deleted in its entirety and replaced with the following:

3. **PAYMENTS.**

- In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibits A and A-1, 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 that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION NINE HUNDRED TWO THOUSAND SIX HUNDRED FORTY DOLLARS AND ZERO CENTS (\$1,902,640.00).**

3. Section 5. Term and Termination, of the agreement is hereby deleted in its entirety and replaced with the following:

5. **TERM AND TERMINATION**

- Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date, and continue for a period of **six (6)** one-year periods based on system cutover and acceptance date. The Agreement will be renewed upon the County's annual payment of Support and Maintenance Fees **which begins at the end of the warranty term.**

- This Agreement may be terminated by Contractor, the County or its designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. No such termination shall relieve County from payment for services completed or partially completed prior to the effective date of any such termination.

- In the event of termination prior to acceptance date, 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 the County and shall be promptly delivered to the County. Upon termination, the 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 prior to 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. In the event of termination prior to acceptance date, County shall not receive the ATIMS-JMS system. In the event of termination after to acceptance date, County shall receive the ATIMS-JMS system but shall not receive any support or maintenance services outside of the warranty period.

4. "Exhibit A-2 – CJI Data Exchanges", is hereby added to the agreement, which is attached hereto and incorporated herein by reference.
5. Original "Exhibit B – Payment Schedule", is hereby deleted in its entirety and replaced with "Exhibit B - Payment Schedule (Revised March 2014)", attached hereto and incorporated herein by reference.
6. All other terms and conditions of the agreement dated June 5, 2012, between the County and Contractor, as amended on October 3, 2013, shall remain in full force and effect.

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

COUNTY OF SAN MATEO

A Political Sub-division of the
State of California

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

CLERK OF SAID BOARD

ATIMS

BY: Nancy H. Laymley

DATE: 3/10/14

EXHIBIT A-2

CJI DATA EXCHANGES

1. SCOPE DESCRIPTION

ATIMS will provide for data exchanges Calendaring – Arraignment (8.3A) and Calendaring – Request (8.3B), as described in the Sierra Systems EID's with Sierra's Middleware solution. The data exchange will provide for the sending and receiving of court appointment information with the ATIMS JMS and Sierra's Middleware solution.

ATIMS will provide for data exchanges Sentencing Codes (8.4), Future Surrender (8.16), Bail Information (8.17), and Held to Answer / 859a Certification (8.19) (as described in the Sierra Systems EID's) with Sierra's Middleware solution. The data exchange will provide for the sending and receiving of sentencing code information, future surrender information, bail information, and held to answer / 859a certification information with the ATIMS JMS and Sierra's Middleware solution.

ATIMS will provide for data exchange Booking Arrest Charges (8.6) (as described in the Sierra Systems EID's) with Sierra's Middleware solution. The data exchange will provide for the sending of booking charges and person information from ATIMS JMS to Sierra's Middleware solution. Per discussion with ATIMS and Sierra, this exchange will encompass the data elements Calendaring – Arraignment (8.3A) and CII/FBI #Master Index/Involved Person ID Updates (8.5) will be sent within Booking Arrest Charges (8.6) upon the booking complete being clicked in the ATIMS application. Sierra will parse out and sequence the submission in the correct order of the need for exchanges 8.3, 8.5 and 8.6. If ATIMS does not submit an IPID, Sierra will generate one which will be absorbed in data exchange 8.6B as listed below.

ATIMS will provide for data exchange Return of IPID (8.6B) with Sierra's Middleware solution. The data exchange will provide for the receipt of a new IPID from Sierra and inserting in the existing inmates record in ATIMS.

ATIMS will provide for data exchanges 8.X and 8.Y. ATIMS will provide for the export and import of booking and inmate releases that occur within the JMS and the courts.

ATIMS will provide for data exchanges Warrant or Commitment Charges (8.20), as described in the Sierra Systems EID's with Sierra's Middleware solution. The data exchange will provide for the receiving of court commitment and or warrant information with the ATIMS JMS and Sierra's Middleware solution.

2. PROJECT DELIVERABLES

The 8.3B and 8.2 data exchange will provide for the sending and receiving of court appointment information with the ATIMS JMS and Sierra's Middleware solution.

The 8.4, 8.16, 8.17, and 8.19 data exchanges will provide for the receiving of sentencing code, future surrender information, bail information, and held to answer / 859a certification information with the ATIMS JMS and Sierra's Middleware solution.

The 8.6 data exchange will provide for the sending of booking arrest charges from the ATIMS JMS to Sierra's Middleware solution as well as encompass exchange data for 8.3A and 8.5.

The 8.6B data exchange will provide for the receipt of newly generated IPID from Sierra's Middleware Solution to the ATIMS JMS and Sierra's Middleware solution.

The 8.X and 8.Y data exchange will provide for the sending and receiving of inmate booking release and release from custody information between the ATIMS JMS and Sierra's Middleware solution.

The 8.20 data exchange will provide for the validation of court docket numbers for a court commitment and or warrant information with the ATIMS JMS and Sierra's Middleware solution.

3. PROJECT OBJECTIVES

- A. To establish a method for the transfer of court appointment information between the San Mateo Sheriff's Office JMS and the local courts.
- B. To establish a method for the transfer of sentencing code information, future surrender information, bail information, and held to answer / 859a certification information with the between the San Mateo Sheriff's Office JMS and the local courts.
- C. To establish a method for the transfer of booking arrest charges from the San Mateo Sheriff's Office JMS to the District Attorney's Office, and Courts.
- D. To establish a method for the receipt of newly created IPID from the CJIS system to the San Mateo Sheriff's Office JMS.
- E. To establish a method for the sending of booking release and release from custody information between the San Mateo Sheriff's Office JMS and the local courts.
- F. To establish a method for the transfer of court commitment and or warrant information between the San Mateo Sheriff's Office JMS and the local courts.

4. PROJECT WORK

- A. Exchange 8.3A, 8.3B and additions to 8.2
 - 1) GUI changes – Additional Enhancements to ATIMS Functionality
 - a) 8.3B and 8.2 – Court Division, new field, allow entry, sync with CJIS values (currently free form)
 - b) 8.3B – Save logic - original appointment date (if changed) new field – to accommodate delete/insert during export
 - c) 8.3B - Event for appointment save, filter on court appointments only – generates export
 - d) 8.3B – Release arraignment for future court date
 - SMSO will make procedure for staff to manually correct prior to release
 - ATIMS will add Appointment as a wizard step in the release wizard
 - 2) Interface Work:
 - a) 8.3A – Calendar – Event Booking complete – Arraignment Date – Send To CJIS
 - b) 8.3B - Calendar – Event Booking complete – Arraignment Date – Send To CJIS
 - c) 8.2 – Calendar – Import To ATIMS appointment
 - d) Addition of three (3) unique fields for primary key. Use original date to distinguish delete, insert.
- B. Exchanges 8.4, 8.16, 8.17 and 8.19
 - 1) For exchanges 8.4, 8.16, 8.17, and 8.19, ATIMS will use web methods for all four (4) of these exchanges. ATIMS will utilize the records check functionality within ATIMS. Each exchange will be distinguished by type within the software.
 - a) Goes to Records Check Request by Type

b) Asynchronous

- Type, note, date are primary fields.
- Note will string together the work to be done (*This will be handled by Sierra.*)
- ATIMS will use return method in the interface engine to map to records check¹

C. Exchanges 8.6

- 1) For exchange 8.6, the Complete Booking Event will fire the export method from the interface engine to send the booking arrest charges. All elements exchange 8.3 and 8.5 will be included in this data packet. This will be fired at the save of the booking complete. Sierra will receive the packet and will parse out the information and submit it in the correct order to CJIS. In cases when ATIMS does not have an IPID from prior incarcerations one will not be submitted. In these cases Sierra will generate a new IPID and will return it to ATIMS via data exchange 8.6B listed below.

D. Exchanges 8.6B

- 1) For exchange 8.6B, if ATIMS does not send an IPID during the booking complete, Sierra will generate a new IPID for the record submitted. This exchange will receive the new IPID and insert it in the ATIMS record.

E. Exchange 8.X and 8.Y

1) 8.X

- a) Case release information from courts will be directed to the modified ATIMS Records Check module that was defined in exchanges 8.4, 8.16, 8.17 and 8.19.

2) 8.Y²

- a) Clear Event for each case.
 - Use the export method of ATIMS interface engine. The trigger will be the clear event for the booking and will be sent to Sierra.
- b) Release from Jail event
 - Use the export method of ATIMS interface engine. The trigger will be the release from jail and will be sent to Sierra.

F. Exchange 8.20

- 1) Add a button next to court docket that triggers an event. The data returned will be presented in a return dialog. The window will display the information returned in the exchange. Event should check for correct booking type (must be Remand or Local Warrant) before it submits the request. If another booking type has been used, the exchange will not be triggered.
- 2) Add functionality to the architecture and will modify code to accept synchronous return of validated case number from the Sierra Middleware Solution.
- 3) Add functionality to display synchronous popups with in the application from the ATIMS interface engine.

¹ A detailed discussion and demo of approach is still pending.

² This exchange will be #1 and/or #2 depending on answers to questions posed to the County.

EXHIBIT B

PAYMENT SCHEDULE

(Revised March 2014)

1. PAYMENT SCHEDULE

Contractor will provide written official notice to County advising of the successful completion of a milestone and all tasks within that milestone. Upon written response from County to Contractor approving successful completion, Contractor may invoice County for the milestone payment.

Payments shall be made against invoices submitted by the Contractor in a format that provides data that is acceptable to the County and includes the following:

- Invoice date
- Contract Number
- Tax Identification Number
- Invoice number
- Billing period for current charges
- Remittance address
- Invoice description (brief description of type of work performed)
- Description that refers to the deliverable/milestone schedule as stated in the contract
- Date deliverable/milestone was completed/delivered
- Amount due for each deliverable/milestone
- Progress payments made to date
- Total amount due
- Cumulative amounts billed to date
- Numbered pages

The final invoice must be marked "FINAL INVOICE"

In consideration of the services provided by Contractor in Exhibits A and A-1, County shall pay Contractor based on the following fee schedule.

	Milestone	% of Total	Amount
1.	Signing of Contract	14%	139,950
2.	Installation of Test Database and Production Database. (SOW task ID #3.1a & #3.1b)	19%	186,600
3.	Completion of Third Party Interfaces (SOW task ID # 3.2)	19%	186,600
4.	Completion of Data Conversion (SOW task ID # 3.3)	14%	139,950
5.	Completion of Training (SOW task ID# 3.4)	9%	93,300
6.	Acceptance & Cutover to ATIMS JMS	19%	186,600
7.	Data Exchanges (Exhibit A-1)	7%	66,000

A.	Task	Est. Time/ Hrs	Cost	Payment % of Task
	R & D / Project Management	2 Wks / 40	9,600	15%
	Specs	2 Wks / 40	9,600	15%
	Development	2 Wks / 80	16,800	25%
	Configure transaction, export	2 Wks / 40	8,400	13%
	QA	2 Wks / 24	5,040	8%
	Testing – back and forth	4 Wks / 40	8,400	13%

Remote setup, configure & test	1 Wk / 16	3,360	5%
Total	15 Wks / 280	61,200	
Data Exchange Contingency	---	4,800	7%

8.	CJI Data Exchanges (Exhibit A-2)	270,840
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A. SMSO - Sierra Middleware Data Exchange 8.3A & 8.3B

<i>Task</i>	<i>Est Time / Hours</i>	<i>Cost</i>
R & D / Project Management	1 Week / 16	\$2,560
Specs	1 Week / 24	\$3,840
Development	4 Weeks / 84	\$11,760
Configure transaction, export	---	---
QA	1 Week / 8	\$1,120
Testing – back and forth	2 Weeks / 116	\$16,240
Remote setup, configure and test	2 Weeks / 16	\$2,240
Total	10 Weeks / 264	\$37,760

B. SMSO – Sierra Middleware Data Exchange 8.4, 8.16, 8.17, 8.19

<i>Task</i>	<i>Est Time / Hours</i>	<i>Cost</i>
R & D / Project Management	1 Week / 64	\$10,240
Specs	1 Week / 120	\$19,200
Development	2 Weeks / 80	\$11,200
Configure transaction, export	---	---
QA	1 Week / 8	\$1,120
Testing – back and forth	3 Weeks / 120	\$16,800
Remote setup, configure and test	---	---
Total	8 Weeks / 392	\$58,560

C. SMSO - Sierra Middleware Data Exchange 8.6

<i>Task</i>	<i>Est Time / Hours</i>	<i>Cost</i>
R & D / Project Management	1 Week / 8	\$1,280
Specs	1 Week / 240	\$38,400
Development	3 Weeks / 120	\$16,800
Configure transaction, export	---	---
QA	1 Week / 8	\$1,120
Testing – back and forth	2 weeks / 160	\$22,400
Remote setup, configure and test	---	---
Total	8 Weeks / 536	\$80,000

D. SMSO - Sierra Middleware Data Exchange 8.6B

<i>Task</i>	<i>Est Time / Hours</i>	<i>Cost</i>
R & D / Project Management	1 Week / 8	\$1,280
Specs	1 Week / 40	\$6,400
Development	1 Week / 40	\$5,600
Configure transaction, export	---	---
QA	1 Week / 8	\$1,120
Testing – back and forth	2 Weeks / 80	\$11,200
Remote setup, configure and test	---	---
Total	5 weeks / 176	\$25,600

E. SMSO – Sierra Middleware Data Exchange 8.x and 8.y

<i>Task</i>	<i>Est Time / Hours</i>	<i>Cost</i>
R & D / Project Management	1 Weeks / 8	\$640
Specs	1 Week / 40	\$3,200
Development	2 Weeks / 60	\$4,200

Configure transaction, export	---	---
QA	1 Weeks / 8	\$560
Testing – back and forth	6 Weeks / 40	\$2,800
Remote setup, configure and test	---	---
Total	11 Weeks / 156	\$11,400

F. SMSO - Sierra Middleware Data Exchange 8.20

Task	Est Time / Hours	Cost
R & D / Project Management	3 Weeks / 120	\$19,200
Specs	1 Week / 40	\$6,400
Development	3 Weeks / 100	\$14,000
Configure transaction, export	---	---
QA	1 Weeks / 8	\$1,120
Testing – back and forth	3 Weeks / 120	\$16,800
Remote setup, configure and test	---	---
Total	11 Weeks / 388	\$57,520
TOTAL FOR EXHIBIT A-2		\$270,840

- G.** County will make payments for services described in Exhibit A-2 (CJI Data Exchanges) as follows:
- 25% (\$67,710) upon full execution of Amendment 2
 - 25% (\$67,710) upon completion of development
 - 50% (\$135,420) upon go-live deployment
 - Payments above do not include costs for onsite visits. Any onsite visit cost will be reimbursed by County at actual costs. Contractor must provide receipts when submitting invoices.

Services Total:	\$1,270,640
Maintenance Costs Total (see Section 2 below):	\$632,800
CONTRACT TOTAL:	\$1,902,640

2. ANNUAL RECURRING COSTS - MAINTENANCE

The ATIMS-JMS application comes with a one-year warranty. This warranty period begins on the date of final acceptance of the completed product. At the end of the warranty period, the ATIMS-JMS product support will transfer to maintenance.

Contractor will provide maintenance for a five-year period at the rate of \$126,560 per year. At the end of the five-year maintenance period, County may choose to renew annual maintenance support with Contractor. If the County chooses to renew, for year six and any subsequent years, Contractor may not increase annual maintenance more than 5% of the then current year's maintenance cost.

Application Software Maintenance	\$126,560
System Software Maintenance	\$0
Hardware Maintenance	\$0
Other Recurring Costs	\$0
On-Site Maintenance Staffing Support Included during implementation	
ANNUAL RECURRING COSTS (with options)	\$126,560
TOTAL MAINTENANCE COSTS (\$126,560 X 5 YEARS)	\$632,800