

34. First Amendment to Agreement with TriTech Software Systems for Computer Aided Dispatch and Records Management System Software (General Fund)

Department(s):

Recommended Action: Authorize the City Manager to execute the First Amendment to the agreement with TriTech Software Systems for the continued implementation as well as support and maintenance of Computer Aided Dispatch and Records Management System software for an additional three-year period beginning November 23, 2023 through November 22, 2026, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
November 7, 2023

TOPIC: First Amendment to Agreement with TriTech Software Systems for Computer Aided Dispatch and Records Management System Software

AGENDA TITLE

First Amendment to Agreement with TriTech Software Systems for Computer Aided Dispatch and Records Management System Software (General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute the First Amendment to the agreement with TriTech Software Systems for the continued implementation as well as support and maintenance of Computer Aided Dispatch and Records Management System software for an additional three-year period beginning November 23, 2023 through November 22, 2026, subject to non-substantive changes approved by the City Manager and City Attorney (Agreement No. 2023-XXX).

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

In November 2015, the City Council approved Agreement #A-2015-252 wherein TriTech agreed to provide an integrated computer system consisting of a Computer Aided Dispatch system (CAD) and a Records Management System (RMS), including applicable interfaces, software, equipment and services, and ongoing annual software support for the Police Department.

The original agreement was presented to Council as an eight-year agreement, comprised of a three-year implementation plan followed by five years of support and maintenance. The CAD portion of the system was implemented as scheduled. However the implementation for the RMS portion has taken much longer than anticipated. This amendment will allow for an additional three years of support and maintenance of the system as well as provide more time for the outstanding portions of the project to be completed.

The primary delay for the RMS is related to producing crime statistics as required by the

California Department of Justice and the Federal Bureau of Investigation. Efforts are still underway to achieve this and additional time is needed to complete this integral part of the project. Beyond this, there are interfaces to other Police Department systems that are still being implemented. Also, work related to this project is in progress to update the computer servers used for this system to enhance the City's cyber-security.

Though Council approved an amendment to the City's agreement with Axon Enterprise, Inc. for the use of their Records Management System on March 21, 2023, this new system will take time to implement. This amendment to the agreement with TriTech Software Systems will allow for the continued use of the current Records Management System until the new solution is deployed. Further, this amendment will allow for the support and maintenance of the CAD portion of the system, which is not being replaced.

FISCAL IMPACT

The proposed amendment only changes the term of the agreement. The original agreement contains sufficient spending authority to fund the additional years of support and maintenance due to a cost savings of approximately \$655,000 stemming from the delay in the completion of the RMS implementation. The table below summarizes the available balance:

Original Agreement Not-to-Exceed Amount	\$3,514,438.39
Total Expenditures to Date	2,432,262.50
Remaining Balance	\$1,082,175.89

Funding for the first additional year of support and maintenance is included in the FY 23-24 budget, PD Information Services, Contract Services-Professional account no. (01114425-62300). Funding for subsequent fiscal years will be included in the proposed budgets for City Council consideration.

EXHIBIT(S)

1. First Amendment to Agreement with TriTech Software Systems

Submitted By: David Valentin, Police Chief

Approved By: Steven A. Mendoza, Acting City Manager

**FIRST AMENDMENT TO SYSTEM PURCHASE AND SUPPORT AGREEMENT AND
TRITECH SOFTWARE SUPPORT TERMS BETWEEN THE CITY OF SANTA ANA
AND TRITECH SOFTWARE SYSTEMS**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into on November 7, 2023, by and between Tritech Software Systems, and City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. **WHEREAS**, City and TriTech entered into Agreement #A-2015-252 (Agreement), dated December 21, 2015 wherein TriTech agreed to provide an integrated Computer System (System) consisting of a Computer-Aided Dispatch System (Inform CAD); Mobile Data System (Inform Mobile); Records Management System (Inform RMS); and Field-Based Reporting System (Inform FBR), including applicable Interfaces, software, equipment and services, and ongoing annual software support (Project) to City.
- B. **WHEREAS**, The System was to provide specific functionality. One of these was the ability to submit accurate crime statistics to the California Department of Justice (Cal DOJ) and the Federal Bureau of Investigation (FBI). Efforts are still underway to achieve this and additional time is needed to complete this integral part of the Project. This functionality is required for the Project to complete the final milestone, RMS Subsystem Acceptance, and for the milestone’s related payment be issued;
- C. **WHEREAS**, The System was to include a software interface between the Client’s parking citation vendor and InformRMS. Efforts are still underway to implement this and additional time is needed to complete this part of the Project;
- D. **WHEREAS**, The System was to include a software interface between the Client’s jail management system and InformRMS for importing Master Name records and related images. Efforts are still underway to implement this and additional time is needed to complete this part of the Project;
- E. **WHEREAS**, A Change Order was enacted within the Project to transition the System to new, updated computer servers. This is still a work in progress and additional time is needed to complete this part of the Project;
- F. **WHEREAS**, When the Agreement was originally submitted to the Santa Ana City Council for approval, the accompanying Request For Council Approval stated that this was to be an eight (8) year agreement. However, additional time is needed to complete the Project; and

G. **WHEREAS**, Addendum E of the Agreement titled Trittech Software Support Systems currently references five (5) annual renewal terms for software support services. The parties wish to extend this to add three (3) additional years for a total of eight (8) annual renewal terms.

WHEREFORE, in consideration of the covenants contained in said Agreement, and subject to all the terms and conditions of said Agreement, except those amended in this First Amendment,

THE PARTIES THEREFORE AGREE:

1. **Section 3.1 of Addendum E**, "Support Fee(s)", is hereby amended to add the following: "The parties agree the Software Support Term will be extended immediately for an additional three (3) one (1) year terms, and any additional renewal terms past the three (3) years, as needed, may be added upon written amendment signed by the parties and approved by Council so long as the extensions do not exceed the not to exceed amount authorized by the System Purchase and Support Agreement." Attachment "A" is a true and correct copy of the amendment to Section 3.1 of Addendum E.
2. **Exhibit A of Addendum E** is hereby amended to add the following: "The cost of any additional renewals will be consistent with Section 3.2 of Addendum E, but will not exceed the not to exceed amount authorized by the System Purchase and Support Agreement." Attachment "A" is a true and correct copy of the amendment to Exhibit A of Addendum E.
3. **Section 4.1**, "Prices and Payment", is hereby amended to add the following: "The parties agree the Software Support Term will be extended immediately for an additional three (3) one (1) year terms, and any additional renewal terms past the three (3) years, as needed, may be added upon written amendment signed by the parties and approved by Council so long as the extensions do not exceed the not to exceed amount authorized by the System Purchase and Support Agreement." Attachment "A" is a true and correct copy of the amendment to Section 4.1.

This First Amendment contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties. Except as modified by this First Amendment, all other terms and provisions of the Agreement, as amended, remain in full force and affect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement the date and year first above written.

ATTEST:


CITY OF SANTA ANA

JENNIFER L. HALL
City Clerk

STEVEN A. MENDOZA
Acting City Manager

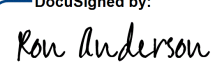
APPROVED AS TO FORM:
SONIA R. CARVALHO
City Attorney

RECOMMENDED FOR APPROVAL:

By: 
TAMARA BOGOSIAN
Senior Assistant City Attorney

DAVID VALENTIN
Chief of Police

TRITECH SOFTWARE SYSTEMS

DocuSigned by:

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Signature

Attachment A

(e) Addendum C	Subcontractor Warranty Support Maintenance
(f) Addendum D	Subcontractor License Agreements, if applicable
(g) Addendum E	Software Support Terms
(h) Addendum F	TriTech.com Subscription Service License and Use Terms

3.0 INTENTIONALLY DELETED

4.0 PRICES AND PAYMENT

4.1 Unless otherwise stated herein, all dollar amounts contained in this Agreement are in U.S. dollars. The total amount of this Agreement shall not exceed \$3,514,438.39, unless otherwise mutually agreed to in a change order signed by both parties. The Contract Price for the purchased and/or licensed items hereunder is \$2,128,032.16, as more completely specified in Addendum A-2. Client shall pay the Contract Price without deduction or offset on the terms specified in Addendum A-2, pursuant to invoices issued by TriTech which shall be due net forty- five (45) days from date of invoice. The fees for annual software support and maintenance for years 2 through 6 shall be \$1,311,598.38 (includes annual Source Code Escrow enrollment and specified annual subscription fees) as specified in Addendum E Software Support Terms. Ongoing annual subscription fees for TriTech.com IQ shall be \$74,807.85, for years 2 through 6 as specified in Addendum F TriTech.com Subscription Service License and Use Terms. The parties agree the Software Support Term will be extended immediately for an additional three (3) one (1) year terms, and any additional renewal terms past the three (3) years, as needed, may be added upon written amendment signed by the parties and approved by Council so long as the extensions do not exceed the not to exceed amount authorized by the System Purchase and Support Agreement.

4.1.1 For each payment milestone identified in Addendum A-2, TriTech's Project Manager will provide the Client with a TCR for signature. The Client signed TCR will initiate TriTech's invoicing of the payment milestone.

4.1.2 The Contract Price for the Deliverables and Services defined in Addendum A-2 is based on a firm fixed price, subject to the following adjustments. In the event that Client in its sole discretion chooses to delay implementation of any Deliverable for more than six (6) months beyond the Go Live date set forth in the Project Schedule, and the then current pricing for such Deliverable(s) including applicable Services has increased since the date of execution of this Agreement, such then current pricing will apply. A change order for signature by both parties will be processed to adjust the Contract Price.

4.1.3 Fees for ongoing annual Software Support will be paid in accordance with Addendum E Software Support Terms.

4.1.4 The annual subscription fee for TriTech.com IQ will be paid in accordance with Addendum F TriTech.com Subscription Service License and Use Terms.

4.2 TriTech reserves the right not to deliver the purchased and/or licensed items, or any part thereof, until credit approval and/or lease approval (if applicable) has occurred

Attachment A

2.3 Either party may terminate this Addendum upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Addendum, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by Client to TriTech within ninety (90) days' prior to the end of the then current support term.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Addendum are established based on the software licenses purchased under the Agreement. The Software Support fee for the first annual renewal term, and subsequent five (5) annual renewal terms shall be the amount specified in Exhibit A hereto, subject to the adjustments as described in 3.2. If applicable, Software Support fees will be prorated based on the date of Subsystem Acceptance for the TriTech Software components and Interfaces. The parties agree the Software Support Term will be extended immediately for an additional three (3) one (1) year terms, and any additional renewal terms past the three (3) years, as needed, may be added upon written amendment signed by the parties and approved by Council so long as the extensions do not exceed the not to exceed amount authorized by the System Purchase and Support Agreement.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 3%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses.

3.4 If Client ceases to keep this Addendum in force, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. These services and fees must be approved by the Parties in advance of the services being delivered. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from forty-five (45) days after their due date until paid.

Attachment A

EXHIBIT A SUPPORT FEES

Support fees for the initial term of Software Support beginning coincident with first Subsystem Acceptance as defined in Section 10.3 of the Agreement and ending twelve (12) months thereafter, are included under the Contract Price in the Agreement.

Based on the licenses purchased under the Agreement, the annual support fee for the first renewal term (to begin immediately upon termination of the initial term 12 months post first Subsystem Acceptance), and subsequent five (5) annual renewal terms are set forth in the table below:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Begins at	Begins 12 mos.					
Subsystem Acceptance	Post Subsystem Acceptance					
Included in System Purchase Agreement	\$238,912.11	\$246,079.47	\$253,461.86	\$261,065.71	\$268,897.68	\$1,268,416.84
Source Code Escrow Enrollment Renewal (Year 1 is a line item in the System Purchase Agreement)	\$850.00	\$875.50	\$901.77	\$928.82	\$956.68	\$4,512.77
RMS Validation and Pin Mapping annual subscription fee (Year 1 included as a line item in the System Purchase Agreement)	\$7,283.44	\$7,501.94	\$7,727.00	\$7,958.81	\$8,197.58	\$38,668.77
Total	\$247,045.55	\$254,456.92	\$262,090.62	\$269,953.34	\$278,051.94	\$1,311,598.38

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Addendum. An increase in the TriTech Software licenses granted to Client during any support term will result in an increase in the Software Support fee.

Annual source code escrow enrollment fees will be shown as a separate line item on Client's annual Software Support renewal invoice.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

The cost of any additional renewals will be consistent with Section 3.2 of Addendum E, but will not exceed the not to exceed amount authorized by the System Purchase and Support Agreement.