

CONTRACT AMENDMENT
#1

**FIRST AMENDMENT TO THE
MASTER LICENSE, SERVICES, AND SUPPORT AGREEMENT**

between

COUNTY OF SANTA BARBARA

and

COLORADO CUSTOMWARE, INC.

THIS IS THE FIRST AMENDMENT (hereafter "First Amendment") to the Master License, Services, and Support Agreement, contract number BC 10-147, entered into as of May 25, 2010, by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter "JURISDICTION") and **Colorado Customware, Inc.** (hereafter "CONTRACTOR"), having its principal place of business at 1109 Oak Park Drive, Fort Collins, CO 80525 (hereafter "Agreement").

WHEREAS, JURISDICTION and CONTRACTOR wish to add Matix software, services, training and support to the scope of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JURISDICTION and CONTRACTOR hereby agree as follows:

Amendments

THE AGREEMENT IS AMENDED AS FOLLOWS:

1. The following language is added to the end of Exhibit B, Statement of Work and Functionality Requirements:

CONTRACTOR shall provide JURISDICTION with an additional module to the RealWare application ~~already covered by the Agreement. The additional module, (Matix), formerly~~ EncompassGIS, will serve as an enhanced data visualization and valuation tool to be used in conjunction with RealWare. CONTRACTOR shall provide JURISDICTION with implementation services for Matix, including: installation, connection to existing ArcGIS Map Services, integration configuration with existing legacy system, configuration for custom theming, training, support for 1 year, and on-going maintenance and optional annual support for years 2 through 5 at the option of the JURISDICTION.

This module will have a separate accelerated timeline from the already established original contract. The estimated timeline is approximately one (1) to two (2) month of installation, configuration, and training to commence immediately after the effective date of this First Amendment.

Users will be presented with a map view and data view. The map view provides state-of-the art multi-layer map rendering, navigation and polygon selection. Within this view, the user can easily generate task-specific visualizations using choropleths, bubble charts, and icon and text label overlays. The data view contains a powerful and flexible data grid where associated data for the selected polygons is shown.

Implementation services will include: installation, connection to existing ArcGIS Map Services, integration configuration with existing legacy system, configuration for custom theming-modeling, training, and optional on-going support.

2. The additional costs to JURISDICTION for the Matix software and services are outlined in Attachment 1, attached hereto and incorporated by reference, which is hereby added to Exhibit A, Price/Payment Schedule.
 3. The first year of support for Matix is included in the \$93,000 project cost outlined in Attachment 1. For each of years two through five, the Clerk-Recorder Assessor of JURISDICTION shall determine whether to continue support, and JURISDICTION shall notify Matix in writing of such determination.
 4. The total contract not-to-exceed amount in Section 8.A. of the Agreement is increased by \$174,036 and reference to EncompassGIS (now known as Matix) in Section 8.a is deleted. Matix is now included in the not-to-exceed amount.
 5. Matix is added to the list of Licensed Software in Section 10.10 of the Agreement.
 6. Reference to EncompassGIS in Section 10.11 is changed to Matix.
 7. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
 8. All other provisions of the Agreement remain in full force and effect.
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First Amendment to Master License, Services, and Support Agreement between the County of Santa Barbara and Colorado Customware, Inc.

IN WITNESS WHEREOF, this First Amendment to the Master License, Services and Support Agreement has been executed by the parties hereto to be effective on the date executed by JURISDICTION.

JURISDICTION:

COUNTY OF SANTA BARBARA

By: Jon Gray
Chair, Board of Supervisors

Date: 3/1/11

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: [Signature]
Deputy

By: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy County Counsel

By: [Signature]
Deputy

CLERK-RECORDER-ASSESSOR
JOSEPH E. HOLLAND
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: [Signature]
Director

By: [Signature]
Risk Management

Attachment 1

Amendment to Exhibit A – Price / Payment Schedule to include:



COMPONENTS for Santa Barbara County	Component Totals	Sub Totals
SOFTWARE (based on 150,000 parcels)	\$ 75,000	
*Matix: GIS interconnectivity tool		\$ 75,000
SERVICES:	\$ 3,600	
Matix: Interconnectivity setup (24 hours @ \$150 per hour)		\$ 3,600
TRAINING:	\$ 2,400	
Advanced End User Training (up to 10 students)		\$ 2,400
ANNUAL MATIX SUPPORT:	\$ 18,000	
Annual Matix Support: Year One		\$ 18,000
Total Project Cost	\$ 99,000	
2011 1st Quarter Promotional Discount	\$ (6,000)	
Discounted Project Cost	\$ 93,000	

*Requires ESRI ArcGIS Server

Full payment is due within 30 days after acceptance by the County of Santa Barbara and in accordance with the invoicing procedures in the Agreement.

Maintenance and Support Cost



FUTURE SUPPORT (Matix) for Santa Barbara County	Component Totals	Sub Totals
OPTIONAL ANNUAL SUPPORT (For year 2)	\$ 18,540	
Matix		\$ 18,540
Total Annual Support Estimate (Matix)	\$ 18,540	
OPTIONAL ANNUAL SUPPORT (For year 3)	\$ 19,096	
Matix		\$ 19,096
Total Annual Support Estimate (Matix)	\$ 19,096	
OPTIONAL ANNUAL SUPPORT (For year 4)	\$ 19,669	
Matix		\$ 19,669
Total Annual Support Estimate (Matix)	\$ 19,669	
OPTIONAL ANNUAL SUPPORT (For year 5)	\$ 20,259	
Matix		\$ 20,259
Total Annual Support Estimate (Matix)	\$ 20,259	

First year of maintenance and support is included in initial price commencing on the date of acceptance by the County of Santa Barbara.

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JURISDICTION:

COUNTY OF SANTA BARBARA

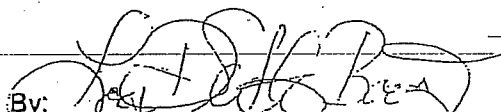
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

-CONTRACTOR

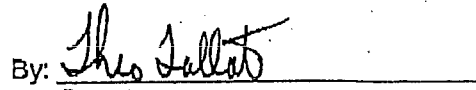
By: _____
Deputy

By: 
Lori D Schlatter Bunge
President & CEO

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

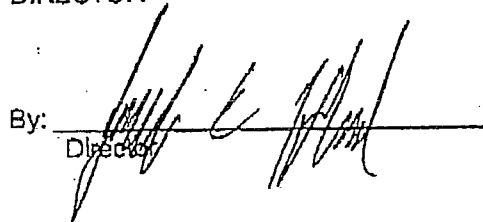
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

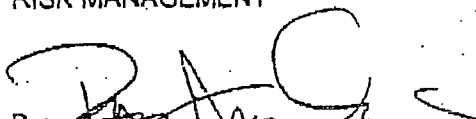
By: 
Deputy County Counsel

By: 
Deputy

CLERK-RECORDER-ASSESSOR
JOSEPH E. HOLLAND
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Director

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Risk Management