



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Foray Technologies, LLC.
3911 5th Avenue
Suite 300
San Diego, CA 92103

Contract No. 2018-048
Contract: Enterprise Evidence Management System

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

This First Amendment to Enterprise Evidence Management System Contract ("Amendment") is made and entered into by and between Collin County, Texas ("Collin County") and Foray Technologies, LLC ("Foray"). This Amendment amends the Enterprise Evidence Management System Contract ("Contract") previously executed by parties effective November 1, 2019.

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived from this Contract, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Collin County and Foray Technologies, LLC agrees as follows:

Item #1 Revise the ADAMS SaaS for Digital Evidence Management to;

Change quantity of Standard Users;

From: 200
To: Unlimited Standard Users for Outside Agencies and Defense Bar

Change quantity of Advanced Users in the District Attorney's Office;

From: 15 with media redaction capabilities
To: 130 *twenty-five (25) shall have media redaction capabilities

Increase system storage;

From: 6 TB
To: 156 TB

The revisions to ADAMS SaaS shall be effective during Year 2 maintenance.

Item #2 Modification to annual system maintenance costs, based on modifications above;

Year Two (2) Maintenance [April 01, 2022 through March 31, 2023]

From: \$ 86,060.00
To: \$ 226,366.00

Year Three (3) Maintenance [April 01, 2023 through March 31, 2024]

From: \$ 86,060.00
To: \$ 226,366.00

Year Four (4) Maintenance [April 01, 2024 through March 31, 2025]

From: \$ 86,060.00
To: \$ 226,366.00

The total proposed annual system maintenance cost increase is \$140,306.00 per year.

Item #3 Add Force Majeure to Terms and Conditions;

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. One (1) has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. _____ effective on _____.

ACCEPTED BY:

Michal Temple
SIGNATURE
Michal Temple

(Print Name)

TITLE: Sales Operations
DATE: March 15, 2022

SIGNATURE
Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: PURCHASING AGENT
DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2019-991-10-28

Renewal No.	_____	Court Order No.	_____
Renewal No.	_____	Court Order No.	_____
Renewal No.	_____	Court Order No.	_____

Amendment No.	<u>1</u>	Court Order No.	_____	Summary	<u>add licenses, storage, maint. Cost</u>
Amendment No.	<u>2</u>	Court Order No.	_____	Summary	_____
Amendment No.	<u>3</u>	Court Order No.	_____	Summary	_____