

**FIRST AMENDMENT  
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
METABIM, INC.  
FOR FISCAL YEARS 2017-2018 THROUGH 2020-2021**

This First Amendment to the Software License and Support Services Agreement, dated March 15, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MetaBIM Inc., a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desired to retain a qualified professional to develop, install, implement, host, support and maintain an enterprise asset management software system and provide training and support services related to the use and operation thereof; and

WHEREAS, on March 15, 2018, COUNTY and CONTRACTOR entered into a Software License and Support Services Agreement ("Software Services Agreement") regarding the provision of the above-referenced software and services; and

WHEREAS, the parties now desire to amend certain provisions of the Software Services Agreement in order to modify the scope of services provided thereunder and increase the maximum amount payable set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 4 – Compensation of the Software Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the licenses and services provided, and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Thirty-Two Thousand Six Hundred Fifteen Dollars (\$132,615.00). In no event shall the maximum amount paid under this Agreement exceed Eleven Thousand Eight Hundred Sixty-Five Dollars (\$11,865.00) for fiscal year 2017-2018, Thirty-Five Thousand Dollars (\$35,000.00) for fiscal year 2018-2019, Fifty Thousand Seven Hundred and Fifty Dollars (\$50,750.00) for fiscal year 2019-2020 and Thirty-Five Thousand Dollars (\$35,000.00) for fiscal year 2020-2021. CONTRACTOR agrees to provide all licenses and services required hereunder for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Rate of Compensation. COUNTY shall compensate CONTRACTOR for all licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement at an annual rate which equals COUNTY's total building gross square footage divided by one million (1,000,000) and multiplied by Ten Thousand Dollars (\$10,000.00).

- C. Additional Licenses and Services. Any additional licenses and services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
2. The Software Services Agreement is hereby amended to delete Exhibit A – Scope of Services (“Exhibit A”), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
  3. Except as modified herein, the Software Services Agreement dated March 15, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Software Services Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**METABIM, INC.**

By: Roger Anderson

Date: 6/18/19

Name: Roger Anderson

Title: President / CEO

By: Pamela Anderson

Date: 6/18/19

Name: Pamela Anderson

Title: Secretary

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Purchasing Agent

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

Exhibit A – Scope of Services

**EXHIBIT A**  
**SCOPE OF SERVICES**

MetaBIM, Inc.

For Fiscal Years 2017-2018 through 2020-2021

1. SERVICES:

- A. Development, Installation, Implementation and Hosting Services. CONTRACTOR shall develop, install, implement and host the MetaBIM Facilities Link Asset Management Software system, including, without limitation, loading existing COUNTY databases onto the system provided pursuant to the terms and conditions of this Agreement, in accordance with any and all protocols agreed upon by CONTRACTOR and the County Administrative Officer.
- B. Technical Support Services. CONTRACTOR shall respond to COUNTY inquiries regarding any issues involving the implementation and operation of the MetaBIM FacilitiesLink Database system, including, without limitation, verification of any reported errors, provide acceptable problem workarounds and communicate with designated COUNTY contacts on status and/or additional problem information. Any and all support issues will be tracked and managed by CONTRACTOR's Account Manager. Simple issues and requests will generally be resolved within twenty-four (24) hours from receipt of notification thereof. Moderately complex issues and requests will generally be resolved within one (1) week from receipt of notification thereof. Complex issues and requests that are beyond the scope of the support services provided pursuant to the terms and conditions of this Agreement and will be fielded through discussion and potentially lead to an additional project proposal from CONTRACTOR's Account Manager to the County Administrative Officer.
- C. Maintenance Services. CONTRACTOR shall maintain and update the MetaBIM FacilitiesLink Database system, including, without limitation, providing any and all necessary security updates, routine backups, software upgrades and ongoing program development, in accordance with any and all protocols agreed upon by CONTRACTOR and the County Administrative Officer.
- D. Training Services. CONTRACTOR shall provide a comprehensive training program regarding the implementation and operation of the MetaBIM FacilitiesLink Database system which includes, without limitation, all of the following:
1. "Train-the-Trainer" training sessions which include individualized one (1) on one (1) instruction with key COUNTY personnel.
  2. "End-User Training" sessions with selected COUNTY user groups with periodic annual refresher training sessions as needed.
  3. "One-Time Remedial Training" session with COUNTY staff who may be experiencing difficulties with the MetaBIM FacilitiesLink Database system.
- E. CAD Floor Plan Surveying Services. CONTRACTOR shall provide the time and expertise required to generate site-verified architectural floor plans of one hundred thousand (100,000) square feet of specified COUNTY facilities, including, without limitation, the Coroner's Office, Mental Health Administration, Public Works Land Use Division and the Department of Health and Human Services Garberville facilities, and provide scaled floor plan CAD files for each accessible level of such facilities. CONTRACTOR shall integrate and upload the scaled floor plan CAD files to MetaBIM FacilitiesLink, and engage with COUNTY to accurately identify

room numbering, in order to develop a comprehensive space accounting and inventory, within the FacilitiesLink system, for each surveyed facility.

- F. Scanning and Processing Services. CONTRACTOR shall scan and process five thousand (5,000) hard-copy plan sets into digital format and record catalog information about each plan set. CONTRACTOR shall provide any and all labor and equipment required to perform the scanning services set forth herein. All plans will be uploaded to the FacilitiesLink Plan Room database and metadata describing each plan set will be recorded.

## 2. SCHEDULE:

- A. Start-Up Meeting. Within one (1) month after commencement of this Agreement, CONTRACTOR shall schedule a program start-up meeting with key COUNTY personnel. The program start-up meeting shall include, without limitation, discussion regarding program organization, responsibilities of COUNTY personnel and stakeholders, development of program objectives, scheduling of CONTRACTOR's initial database loading efforts, scheduling and prioritization of COUNTY's unit goals by quarter and development of a program communications plan that will be used to update COUNTY on program progress.
- B. Initial Database Loading. Within two (2) months after commencement of this Agreement, CONTRACTOR shall begin loading the MetaBIM FacilitiesLink Database system with any and all necessary information, including, without limitation, a COUNTY buildings inventory, a rooms and space inventory, COUNTY maps and floor plans, COUNTY property and grounds information, a COUNTY divisions and units organizational tree, COUNTY employee data integration and a digital plan room with any and all applicable as-built drawings.
- C. Monthly Program Update Meetings. Each month after commencement of this Agreement, CONTRACTOR shall hold monthly program update meetings with key COUNTY personnel which include, without limitation, review of any and all progress towards COUNTY's unit goals, discussion of specific action items, job planning and item delegation for the next monthly program update meeting.
- D. Quarterly Review Roadmaps. Each quarter after commencement of this Agreement, CONTRACTOR shall provide COUNTY with quarterly review roadmaps which summarize all progress made during the previous quarter and set any and all goals and objectives for the upcoming quarter.
- E. Floor Plans. CONTRACTOR shall provide COUNTY with scaled floor plan CAD files and hard-copy plan sets within ninety (90) days after receiving notice to proceed with the CAD floor plan surveying, scanning and processing services set forth herein.

## 3. DELIVERABLES:

CONTRACTOR shall provide COUNTY with a turnkey, hosted version of the MetaBIM FacilitiesLink Database system which includes data center facilities, server hardware, network Bandwidth and systems administration, application licensing and database migration functions.

## 4. ACCEPTANCE CRITERIA:

The effectiveness of the development, installation, implementation, hosting, technical support and maintenance services provided pursuant to the terms and conditions of this Agreement shall be based on whether the MetaBIM FacilitiesLink Database system maintains a ninety-nine percent (99%)

reliability rating throughout the term of this Agreement and any extensions thereof.

5. PLACE OF PERFORMANCE:

Any and all hosting services provided pursuant to the terms and conditions of this Agreement shall be performed at CONTRACTOR's offices and data center facilities. Any and all training sessions and meetings conducted pursuant to the terms and conditions of this Agreement shall be held at COUNTY designated locations within Humboldt County.

6. COUNTY RESPONSIBILITIES:

- A. Designation of a Program Manager. COUNTY shall designate a Program Manager that is responsible for managing the program. COUNTY's Program Manager shall be CONTRACTOR's primary point-of-contact for any and all issues related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement, including, without limitation, coordination of data loading efforts during the initial months of engagement.
- B. Provision of Necessary Facilities. COUNTY shall provide a classroom and/or computer lab for the "End-User Group Training" sessions provided pursuant to the terms and conditions of this Agreement.
- C. Data Preparation. Any and all data provided by COUNTY shall be digitized and reasonably clean and organized prior to being loaded onto the MetaBIM Facilities Link Database system provided pursuant to the terms and conditions of this Agreement. CONTRACTOR may assist with general data processing and systematic cleanup efforts, but will not be responsible for the digitization of legacy data or data scrubbing of individual records.