

# COUNCIL LATE AGENDA ITEMS

Council Meeting  
September 8, 2020



## **Memorandum – HOT FILE**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Rick Otto, City Manager  
**FROM:** Chris Boyd, Fire Chief  
**Date:** September 8, 2020  
**Re:** File 20-119 Agreement with ESO Solutions - Item 3.12

---

Amendment attached to the staff report distributed last Thursday did not include Exhibit A – Supplemental Scope of Services.

**FIRST AMENDMENT  
TO  
APPLICATION HOSTING AND  
TECHNOLOGY SUPPORT SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO APPLICATION HOSTING AND TECHNOLOGY SUPPORT SERVICES AGREEMENT** (the "First Amendment") is made and entered into as of \_\_\_\_\_, 2020, by and between the CITY OF ORANGE, a municipal corporation ("City"), and ESO SOLUTIONS, INC., a Texas corporation, assignee of Xerox Government Systems, LLC, ("Contractor"), with reference to the following:

A. City and Contractor entered into an Application Hosting and Technology Support Services Agreement (Agreement No. 6258) dated as of September 1, 2015, which is incorporated herein by this reference (the "Original Agreement"); and

B. Xerox Government Systems, LLC has assigned the Original Agreement to ESO Solutions, Inc. (henceforth, "Contractor"), and City consents to this assignment; and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by extending the term, modifying the services, and increasing the compensation.

**NOW, THEREFORE**, the parties hereby agree as follows:

Section 1.     **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2.     **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Agreement, as implemented by this First Amendment.

Section 3.     **Revised Term.** Section 2.0 of the Original Agreement, Term, is hereby revised to reflect a termination date of August 30, 2021.

Section 4.     **Revised Services.** Section 3.0, Exhibit A, of the Original Agreement, Services, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 5.     **Revised Compensation.** Section 8.1 of the Original Agreement, Charges, is hereby revised to include compensation for the additional services to be rendered pursuant to Exhibit A of this First Amendment in an amount not to exceed TWENTY-NINE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS and 00/100 (\$29,418.00).

Section 6.     **Revised Notice.** Section 15.7 of the Original Agreement, Notices, is hereby revised to reflect the following notices:

If to Customer, to:

City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866  
Attn: Rosie Flores, Plan Examiner

If to ESO, to:

ESO Solutions, Inc.  
9020 N. Capital of Texas Highway  
Austin, TX 78759  
Attn: Marilee Murphy, Account Manager

Section 7.     **Integration.** This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

**[Remainder of page intentionally left blank; signatures on next page]**


IN WITNESS of this Agreement, the parties enter into this Agreement on the year and day first above written.

"CONTRACTOR"

"CITY"

ESO SOLUTIONS, INC., a Texas corporation

CITY OF ORANGE, a municipal corporation

\*By:   
Printed Name: Matt Walker  
Title: COO

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:** If Contractor is a corporation, the City requires the following signature(s):  
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR  
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

**EXHIBIT "A"**

**SUPPLEMENTAL SCOPE OF SERVICES**

[Behind this page.]



Quote Date: 08/03/2020  
Customer Name: City of Orange  
Quote #: Q-17464  
Quote valid until: 08/31/2020  
ESO Account Manager: Marilee Murphy

#### CUSTOMER CONTACT

End User City of Orange  
Name Casey Fieldhouse  
Email cfieldhouse@cityoforange.org  
Phone (714) 651-3944

#### BILLING CONTACT

Payor City of Orange  
Name Matthew Nelson  
Email mnelson@cityoforange.org  
Phone 714-288-2506  
Address  
Accts Payable  
Orange CA, 92866  
Billing Frequency Annual  
Initial Term 12 months  
Total Annual Recurring \$29,418.00

Special Terms and Notes:

Term of this Agreement shall be from September 1, 2020 to August 31, 2021.

| Firehouse   |            |            |           |
|---|------------|------------|-----------|
| Product   | Volume     | Total      | Fee Type  |
| FH Cloud Support - Fire Incident Module   | 1 Seats    | \$1,495.65 | Recurring |
| FH Cloud - Additional Users Support Fire Incident Module                                  | 19 Seats   | \$4,239.85 | Recurring |
| FH Cloud Support - Hydrant Module   | 0 Seats    | \$0.00     | Recurring |
| FH Cloud - Additional User Support Hydrant Module   | 0 Seats    | \$0.00     | Recurring |
| FH Cloud Support - Inventory Module   | 1 Seats    | \$747.85   | Recurring |
| FH Cloud - Additional Users Support Inventory Module                                      | 19 Seats   | \$2,120.40 | Recurring |
| FH Cloud Support - Occupancies & Inspections Module                                       | 1 Seats    | \$498.55   | Recurring |
| FH Cloud Support - Additional Users Support Occupancies & Inspections Module              | 19 Seats   | \$1,413.60 | Recurring |
| FH Cloud Support - Staff Activities, Training & Programs Module                           | 1 Seats    | \$997.10   | Recurring |
| FH Cloud Support - Additional Users Support Staff Activities, Training, & Programs Module | 19 Seats   | \$2,827.20 | Recurring |
| FH Cloud Support - EMS Module   | 1 Seats    | \$747.85   | Recurring |
| FH Cloud Support - Additional Users Support EMS Module                                    | 19 Seats   | \$2,119.45 | Recurring |
| FH Cloud Support - CAD Monitor  | 1 Seats    | \$1,332.20 | Recurring |
| FH Cloud Support - Additional Users Support CAD Monitor                                   | 19 Seats   | \$6,378.30 | Recurring |
| FH Inspector for iPad - Support   | 30 Devices | \$4,500.00 | Recurring |

|                 |           |                  |
|-----------------|-----------|------------------|
| Total Recurring | \$        | 29,418.00        |
| Total One-Time  | \$        | 0.00             |
| <b>TOTAL</b>    | <b>\$</b> | <b>29,418.00</b> |

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

\*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



Quote Date: 08/03/2020  
Customer Name: City of Orange  
Quote #: Q-17464  
Quote valid until: 08/31/2020  
ESO Account Manager: Marilee Murphy



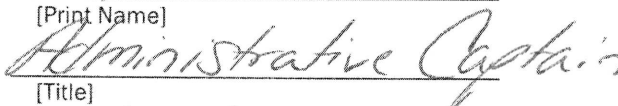

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

City of Orange  
  
[Signature]  
  
[Print Name]  
  
[Title]  
  
[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 08/03/2020  
Customer Name: City of Orange  
Quote #: Q-17464  
Quote valid until: 08/31/2020  
ESO Account Manager: Marilee Murphy

## Firehouse

| Product   | Description   |
|---|---|
| FH Cloud Support - Fire Incident Module   | FIREHOUSE Cloud Hosted Enterprise Fire Incidents Module Support - Enables NFIRS reporting for fire departments.   |
| FH Cloud - Additional Users Support Fire Incident Module                                  | FIREHOUSE Cloud Hosted Enterprise Fire Incidents Module Additional Users Support - Enables NFIRS reporting for fire departments.  |
| FH Cloud Support - Hydrant Module   | FIREHOUSE Cloud Hosted Enterprise Hydrant Module Support - Enables the collection of complete hydrant data, inspection, and repair records.                                   |
| FH Cloud - Additional User Support Hydrant Module   | FIREHOUSE Cloud Hosted Enterprise Hydrant Module Additional Users Support - Enables the collection of complete hydrant data, inspection, and repair records.                  |
| FH Cloud Support - Inventory Module   | FIREHOUSE Cloud Hosted Enterprise Inventory Module Support - Keeps comprehensive apparatus, equipment, and inventory data for use and tracking of Inventory.                  |
| FH Cloud - Additional Users Support Inventory Module                                      | FIREHOUSE Cloud Hosted Enterprise Inventory Module Additional Users Support - Keeps comprehensive apparatus, equipment, and inventory data for use and tracking of Inventory. |
| FH Cloud Support - Occupancies & Inspections Module                                       | FIREHOUSE Cloud Hosted Enterprise Occupancies & Inspections Module Support - Enables tracking of all building information, enabling robust pre-plans.                         |
| FH Cloud Support - Additional Users Support Occupancies & Inspections Module              | FIREHOUSE Cloud Hosted Enterprise Occupancies & Inspections Module Additional Users Support - Enables tracking of all building information, enabling robust pre-plans.        |
| FH Cloud Support - Staff Activities, Training & Programs Module                           | FIREHOUSE Cloud Hosted Enterprise Training Module Support - Enables the collection and tracking of all Training & Certification data.   |
| FH Cloud Support - Additional Users Support Staff Activities, Training, & Programs Module | FIREHOUSE Cloud Hosted Enterprise Training Module Additional Users Support - Enables the collection and tracking of all Training & Certification data.                        |
| FH Cloud Support - EMS Module   | FIREHOUSE Cloud Hosted Enterprise Fire Incidents Module Support - Enables EMS reporting for fire departments.   |
| FH Cloud Support - Additional Users Support EMS Module                                    | FIREHOUSE Cloud Hosted Enterprise Fire Incidents Module Additional Users Support - Enables EMS reporting for fire departments.  |
| FH Cloud Support - CAD Monitor  | FIREHOUSE Cloud Hosted CAD Monitor Support - Imports incident information from dispatch.  |
| FH Cloud Support - Additional Users Support CAD Monitor                                   | FIREHOUSE Cloud Hosted CAD Monitor Additional Users Support - Imports incident information from dispatch.   |
| FH Inspector for iPad - Support   | Annual Support for iPad for inspections.  |



Quote Date: 08/03/2020  
Customer Name: City of Orange  
Quote #: Q-17464  
Quote valid until: 08/31/2020  
ESO Account Manager: Marilee Murphy

Please fill in your contact information below:

|                                | Name                    | Email  | Phone         |
|--------------------------------|-------------------------|--|---------------|
| Primary Business Contact       | Matt Nelson             | mnelson@cityoforange.org                         | 714) 288-2506 |
| Invoicing Contact              | Jennifer Wilson-Charles | jcharles@cityoforange.org                        | 714) 288-2532 |
| Legal Contact                  | Mary Binning            | mbinning@cityoforange.org                        | 714) 288-5583 |
| Software Administrator Contact | Ros. e Flores           | rflores@cityoforange.org                         | 714) 288-2546 |
| Privacy HIPAA Contact          | Bryan Johnson           | bjohnson@cityoforange.org                        | 714) 288-2503 |
| Tax Exempt                     | YES OR NO               | If YES, return Exempt Certificate with Agreement |               |
| Purchase Order Required?       | YES OR NO               | If YES, return PO with Agreement                 |               |

Please email the signed sales order to [legal@eso.com](mailto:legal@eso.com) and your sales representative.