#### AMENDMENT NUMBER SIX TO -CONTRACT MA-060-13011246 BETWEEN THE COUNTY OF ORANGE AND TRITECH SOFTWARE SYSTEMS

This AMENDMENT NUMBER SIX to Contract number MA-060-13011246 (hereinafter "AMENDMENT NUMBER SIX") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Tritech Software Systems (hereinafter referred to as "CONTRACTOR") with a place of business at 9477 Waples Street, Suite 100, San Diego, CA 92121, is made and entered upon execution of all necessary signatures.

#### **RECITALS**

WHEREAS, on February 5, 2013, COUNTY and CONTRACTOR entered into a Contract for Information Technology Services, as Contract number MA-060-13011246 (hereinafter "ORIGINAL CONTRACT"), for an initial term of February 16, 2013 through and including November 14, 2013, renewable for four (4) additional one (1) year terms; and

WHEREAS, on April 9, 2013, COUNTY and CONTRACTOR amended Attachment B - Compensation and Pricing Provisions of the ORIGINAL CONTRACT to add five (5) Mobile Law Vehicle Workstation Software Licenses and one (1) Remote Software License as Line numbers twelve (12) and thirteen (13) and increased the "Initial Term Total" by \$6,992.50 for a new total of \$249,883.41.

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 5, 2013 as Contract number MA-060-14010456 (hereinafter "AMENDMENT NUMBER TWO"), and added one (1) Mobile Law Vehicle Workstation SW License and Remote SW License Increase as Line #'s 14 and 15, added second year pricing of \$300,530.74, and set the second year term as November 15, 2013 through and including November 14, 2014.

WHEREAS, on April 8, 2014 COUNTY and CONTRACTOR added two (2) Mobile Law Vehicle Workstation SW Licenses, three (3) Remote SW Licenses, two (2) Mobile Law Vehicle Workstation SW Licenses Software Support, seven (7) Mobile Vehicle Workstation SW Licenses and, one (1) Mobile Vehicle Workstation Annual Maintenance Fee to the ORIGINAL CONTRACT and increased the Contract second year pricing of \$300,530.74 by \$15,285.54 for a new amount of \$315,816.28 (hereinafter "AMENDMENT NUMBER THREE");

WHEREAS, on October 28, 2014 COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT for the term of November 15, 2014 through and including November 14, 2015 as Contract Number MA 060 15010585 and added thirty one (31) Vehicle Workstation SW Licenses, one (1) Remote SW Licenses, one (1) Mobile Vehicle Workstation Annual Maintenance for a new not-to-exceed amount of \$361,278.19 (hereinafter "AMENDMENT NUMBER FOUR");

WHEREAS, on October 20, 2015 COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT as Contract Number MA 060-16010383 for the term of November 15, 2015 through and including November 14, 2016 in a not-to-exceed amount of \$355,117.77 ("hereinafter "AMENDMENT NUMBER FIVE");

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to add thirty three (33) VisionMobile Law Vehicle Workstation Software License and Mobile 24x7 License Software Support Vehicle use as line item numbers 16 & 17;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one one year term of November 15, 2016 through and including November 14, 2017 as Contract Number MA 060 17010360; as well as to increase the not to exceed amount by \$55,095.81 for a new not to exceed amount of \$410,213.58 for the 2016-17 term;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

#### 1. Articles

a. Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL AGREEMENT, is amended to read in its entirety as follows:

#### 1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 2/16/13 through and including 11/14/17, unless terminated by COUNTY. The period of 2/16/13 through and including 11/14/13 shall be known as Contract number MA-060-13011246. The period of 11/15/13 through and including 11/14/14 shall be known as Contract number MA-060-14010456. The period of 11/15/14 through and including 11/14/15 shall be known as Contract number MA-060-15010585. The period of 11/15/15 through and including 11/14/16 shall be known as Contract number MA-060-16010383. The period of 11/15/16 through and including 11/14/17 shall be known as Contract number MA-060-17010360. This Contract may not be renewed.

b. Attachment B – Compensation and Pricing Provisions, Section 2, of the ORIGINAL CONTRACT is amended as follows:

Pricing set forth below covers the Licensed Software Support and New License Purchase, and shall be firm for the Term of 11/15/17 through and including 11/14/18 of the Contract.

# 2. A true and correct copy of the ORIGINAL CONTRACT (Contract number MA-060-13011246) is attached hereto as Exhibit A and incorporated herein by this reference.

Quote	Item#/ TriTech	<del>Lie./</del> Software Original Purchase			Orig Per	2016 Maint. Per Unit	Annual % Maint.	Suppo		COLA	
Line	PO#	Date	Description/Module	#Lie	Unit Cost	Cost	Factor	rt	11/14 Cost	Factor	11/15 Cost
1	V_VMERM \$002/990598	<del>1999</del>	RMS 24x7 Software Support-includes 200 concurrent licenses, 13 Jurisdiction RMS Server Access, Modules: Traffic, Towing, Officer Activity Log, Citations	_	-	_	<del>17%</del>	24x7	<del>\$83,976.31</del>	<del>3.0%</del>	\$86,495.60
2	V_VMERM \$002/5123	<del>2013</del>	RMS 24x7 Software Support-Yorba Linda Jurisdiction RMS Server Access-Add-on	-	-		<del>20%</del>	<del>24x7</del>	\$1,283.95	<del>3.0%</del>	\$ <del>1,322.47</del>
3	V_VMECA D002/99059 8	<del>1999</del>	CAD 24x7 Software Support-includes 51 Licenses, CAD Server License	_	-		<del>17%</del>	<del>24x7</del>	<del>\$91,102.12</del>	<del>3.0%</del> -	<del>\$93,835.18</del>
4	V_VMEMB L002/990598	<del>2000</del>	Mobile 24x7 Software Support (with Message Switch licensing)- (General) Vehicle use	<del>292</del>	unk	<del>\$324.21</del>	<del>17%</del>	<del>24x7</del>	<del>\$91,912.38</del>	<del>3.0%</del>	<del>\$94,669.75</del>
5	V_VMEMB L002/061116	<del>2007</del>	Mobile 24x7 License Software Support- (General) Office use	40	<del>\$550.00</del>	<del>\$125.09</del>	<del>20%</del> -	<del>24x7</del>	\$4,857.82	<del>3.0%</del>	<del>\$5,003.55</del>
6	V_VMEMB L002/091101	<del>2009</del>	Mobile 24x7 License Software Support- (General): -Vehicle use	-	-	- <del>\$302.35</del>	<del>20%</del> -	<del>24x7</del>	\$23,153.21	<del>3.0%</del>	<del>\$23,847.81</del>
	-	-		<del>59</del> 4 <del>3</del>	\$1,368.50 \$632.50	<del>\$302.33</del> <del>\$139.74</del>	-	extend extend	<del>\$17,838.71</del> <del>\$6,009.10</del>	-	-
-	-	-	-Onice use		<del>\$032.30</del>	<del>\$139.74</del>	-	елени	<del>\$0,009.10</del>	-	
7	V_VMEMB L002/120811 06	<del>09/12/12</del>	Mobile 8x5 License Software Support- (General)-Vehicle use	+	<del>\$1,368.50</del>	<del>\$215.47</del>	<del>15%</del>	<del>8x5</del>	<del>\$209.19</del>	<del>3.0%</del>	<del>\$215.47</del>
8	<del>↓-</del> <del>↓MEMBL00</del> <del>2/5934</del>	<del>11/15/14</del>	Mobile 24x7 License Software Support- (Multi-City)-Vehicle use (Prorated 11/20/15- 11/14/16=361 days)	31	<del>\$1,368.50</del>	<del>\$306.70</del>	<del>22%</del>	<del>24x7</del>	<del>\$9,333.17</del>	<del>3.0%</del>	<del>\$9,507.82</del>
9	V_VMEOT H002/09200 θ	<del>2009</del>	Custom Solution Software Support- GenSPOut to VisionCAD PTT	_	-	_	<del>20%</del>	24x7	\$4,066.48	<del>3.0%</del>	<del>\$4,188.47</del>
10	V_VMEMB L002/5093	<del>02/05/13</del>	Mobile 24x7 License Software Support- (South Ops)-Office use	4	<del>\$632.50</del>	<del>\$132.77</del>	<del>20%</del> -	<del>24x7</del>	<del>\$515.62</del>	<del>3.0%</del>	<del>\$531.09</del>
11	V_VMEMB L002/5093	<del>02/05/13</del>	Mobile 24x7 License Software Support- (Yorba Linda)-Vehicle use	13	<del>\$1,368.50</del>	<del>\$287.27</del>	<del>20%</del>	<del>24x7</del>	<del>\$3,625.71</del>	<del>3.0%</del>	<del>\$3,734.48</del>
<del>12</del>	V_VMEMB L002/5093	<del>02/05/13</del>	Mobile 24x7 License Software Support- (Court Ops)-Vehicle use	6	<del>\$1,368.50</del>	<del>\$287.27</del>	<del>20%</del>	<del>24x7</del>	<del>\$1,673.40</del>	<del>3.0%</del>	<del>\$1,723.60</del>
13	V_VMEMB L002/5327	<del>07/19/13</del>	Mobile 24x7 License Software Support- (OCTA) Vehicle use	5	\$1,368.50	<del>\$316.00</del>	<del>22%</del> -	<del>24x7</del>	<del>\$1,533.97</del>	<del>3.0%</del>	<del>\$1,579.99</del>

-14	¥-	07/01/14	Mobile 24x7 License	9	<del>\$1,368.50</del>	<del>\$316.00</del>	<del>22%</del>	24x7	New	<del>na</del>	<del>\$2,843.94</del>
	VMEMBL00		Software Support-								
	<del>2/5665</del>		Vehicle use								
15	V_VOTOTH	-	Contractor Remote	-	-		-	24x7	\$400.00	<del>na</del>	<del>\$400.00</del>
	002		Online Support								
			Connectivity								
			(GoToAssist)								
<del>16</del>			VisionMobile Law	<del>33</del>	<del>\$1,368.50</del>						<del>\$45,160.50</del>
			Vehicle Workstation								
			Software License								
17			Mobile 24x7 License		<del>\$9,935.31</del>			24x7			<del>\$9,935.31</del>
			Software Support-								
			Vehicle use								
	-	-	OTHER SOFTWARE	-	-	-	-	-	-	-	-
			SUPPORT								
-	-	-	CLETS Interface	4	-	-	-	<del>8x5</del>	-	-	<del>\$0.00</del>
			(CAD/ELETE)								
-	-	-	Alarm Interface (Pro	4	-	-	-	24x7	-	-	<del>\$0.00</del>
			Systems)								
-	-	-	Mobile AVL Software	<del>32</del>	-	-	-	<del>8x5</del>	-	-	<del>\$0.00</del>
			License Support								
-	-	-	Annual Maintenance	-	-	-	-	-	-	-	\$339,834.53
			Due 11/15/2016								
-	-	_	-Contract amount	-	-	-	-	-	-	-	<del>\$410,213.58</del>
			shall not exceed								

- 3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract number MA-060-13011246) is attached hereto as Exhibit B and incorporated herein by this reference.
- 4. A true and correct copy of AMENDMENT NUMBER TWO (Contract number MA-060-14010456) is attached hereto as Exhibit C and incorporated herein by this reference.
- 5. A true and correct copy of AMENDMENT NUMBER THREE (Contract number MA 060-14010456) is attached hereto as Exhibit D and incorporated herein by this reference.
- 6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract number MA-060-15010585) is attached hereto as Exhibit E and incorporated herein by this reference.
- 7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract number MA 060-16010383) is attached hereto as Exhibit F and incorporated herein by this reference.
- 8. All other provisions of the ORIGINAL CONTRACT, AMENDMENTS ONE through AMENDMENT NUMBER FIVE, except as amended herein remain AMENDMENT NUMBER SIX, remain unchanged and in full force and effect

(Signature Page Follows)

# IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER SIX to Contract number MA-060-13011246.

#### <u>\*Contractor: TriTech Software Systems</u>

By:	Title:
Print Name:	Date:
*Contractor: TriTech Software Systems	
By:	Title:
Print Name:	Date:

\*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

#### County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: Ti	tle:
Print Name: Di	ate:

Approved by the Board of Supervisors on: \_\_\_\_\_

Approved as to Form Office of the County Counsel

By: \_

-Deputy

## EXHIBIT A

ORIGINAL CONTRACT (Contract number MA-060-13011246)

## EXHIBIT B

# AMENDMENT NUMBER ONE (Contract number MA-060-13011246)

### EXHIBIT C

AMENDMENT NUMBER TWO (Contract number MA-060-14010456)

## EXHIBIT D

### AMENDMENT NUMBER THREE (Contract number MA-060-14010456)

## EXHIBIT E

### AMENDMENT NUMBER FOUR (Contract number MA-060-15010585)

### EXHIBIT F

#### AMENDMENT NUMBER FIVE (Contract number MA-060-16010383)