## AMENDMENT NUMBER TWO THREE TO AGREEMENT MA-060-13011246 BETWEEN THE COUNTY OF ORANGE AND TRITECH SOFTWARE SYSTEMS

This AMENDMENT NUMBER TWO THREE to Contract number MA-060-13011246 (hereinafter "AMENDMENT NUMBER TWO THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (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 AGREEMENT"), for a initial term of February 16, 2013 through and including November 14, 2013, renewable for four (4) additional one (1) year terms;

WHEREAS, on April 9, 2013, COUNTY and CONTRACTOR amended Attachment B - Compensation and Pricing Provisions of the ORIGINAL AGREEMENT 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 desire to renew ORIGINAL AGREEMENT, as Contract number MA-060-14010456 (hereinafter "AMENDMENT NUMBER TWO"), add one (1) Mobile Law Vehicle Workstation SW License and Remote SW License Increase as Line #'s 14 & 15, add second year pricing of \$300,530.74, and set the second year term as November 15, 2013 through and including November 14, 2014.

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, 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 & 15, add second year pricing of \$300,530.74, and set the second year term as November 15, 2013 through and including November 14, 2014.

WHEREAS, COUNTY desires to add 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 and as well as Line #'s 16, 17, 18, 19, 20, 21, 22, 23 and 24 and increase the Contract second year pricing by \$15,285.54 for a new amount of \$315,816.28;

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

## 1. Articles

- a. Page 7, Additional Terms and Conditions, Section 2 Term of Contract, of the ORIGINAL AGREEMENT, is amended to read in its entirety as follows:
  - 1. <u>Term of Contract</u>:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 2/16/13 through and including 11/14/14, 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. This Contract may be renewed for three (3) additional consecutive one (1) year terms. The County does not have to give reason if it elects not to renew.

- b. Pages 21 & 22, Attachment B Compensation and Pricing Provisions, Section 2, of the ORIGINAL AGREEMENT is amended to add second term pricing as follows:
  - 2. Pricing for ("Licensed Software") the Term of November 15, 2013 through and including November 14, 2014 (Unless otherwise noted herein):

Pricing set forth below covers the Licensed Software and shall be firm for the Term of 11/15/13 through and including 11/14/14 of the Contract.

| Line<br># | Service Description  | -Qty | Item Number | Unit Price *           | Extended<br>Price *    |
|-----------|--|------|-------------|------------------------|------------------------|
| 4         | RMS 24x7 Software Support 12<br>Months   | 4    | V-VMERMS002 | <del>\$82,410.51</del> | <del>\$82,410.51</del> |
| 2         | RMS 24x7 Software Support<br>Yorba Linda RMS Server Access<br>24x7 (Term: 3/28/14 to 11/14/14)   | 4    | V VMERMS002 | <del>\$797.43</del>    | <del>\$797.43 **</del> |
| 3         | CAD 24x7 Software Support:<br>#11101076—12 Months  | 1    | V VMECAD002 | <del>\$89,403.45</del> | <del>\$89,403.45</del> |
| 4         | Mobile 24x7 Software Support 12<br>Months  | 4    | V VMEMBL002 | <del>\$90,198.61</del> | <del>\$90,198.61</del> |
| 5         | Mobile 24x7 Software Support 12<br>Months  | 1    | V VMEMBL002 | <del>\$4,767.24</del>  | <del>\$4,767.24</del>  |
| 6         | Mobile 24x7 Software Support 12<br>Months #091101 Mobile Law<br>Vehicle 59, Mobile Law Office 43 | 4    | V VMEMBL002 | <del>\$22,721.50</del> | <del>\$22,721.50</del> |
| 7         | Mobile 24x7 Software Support -<br>#12081106 VISA for 1 Mobile Law                                | 4    | V-VMEMBL002 | <del>\$241.28</del>    | <del>\$241.28</del>    |

|               | Vehicle License   |   |             |  |                                      |
|---------------|---|---|-------------|--|--------------------------------------|
| 8             | Custom Solution Software Support<br>12 Months #092000 GenSpout to<br>VisionCAD PTT  | 1 | V VMEOTH002 | <del>\$3,990.66</del>  | <del>\$3,990.66</del>                |
| 9             | Mobile 24x7 Software Support<br>#5093 for Mobile Law Office License<br>for SO (Term: 3/29/14 to 11/14/14)                         | 4 | V VMEMBL002 | <del>\$320.24</del>  | <del>\$320.24</del>                  |
| <del>10</del> | Mobile 24x7 Software Support<br>Yorba Linda #5093 for 13 Mobile<br>Law Vehicle Workstation SW<br>License (Term: 3/28/14 11/14/14) | 4 | V-VMEMBL002 | <del>\$2,251.84</del>  | <del>\$2,251.84 **</del>             |
| ++            | Mobile 24x7 Software Support<br>Court Ops #5093 for 6 Mobile Law<br>Vehicle Law SW License (Term:<br>3/28/14 to 11/14/14)         | 4 | V-VMEMBL002 | <del>\$1,039.31</del>  | \$1,039.31<br>***                    |
| 12            | Mobile 24x7 Software Support<br>#5327 OCTA for 5 Mobile Law<br>Vehicle SW License (Term: 7/24/14<br>to 11/14/14)                  | 4 | V VMEMBL002 | <del>\$470.17</del>  | \$4 <del>70.17</del><br>****         |
| <del>13</del> | Remote Support Connectivity – 12<br>Months  | 4 | V-VOTOTH002 | <del>\$400.00</del>  | <del>\$400.00</del>                  |
| 14            | Mobile Law Vehicle Workstation SW<br>License  | + | VPWMBL001   | <del>\$1,368.50</del>  | <del>\$1,368.50</del><br><u>****</u> |
| <del>15</del> | Remote SW License Increase  | 4 | VSEINS018   | <del>\$150.00</del>  | <del>\$150.00</del><br><u>****</u>   |
|               |   |   |             | <del>Term</del><br>( <del>11/15/13</del><br><del>11/14/14)</del><br><del>Total</del> | \$300,530.74<br>*                    |

\* No other costs, fees, or amounts will be paid or authorized by County except for those as listed in this Contract.

\*\* For Yorba Linda Location.

\*\*\* For Court Operations Location.

\*\*\*\* For OCTA Location.

\*\*\*\*\* For Narcotics Unit.

# a. Pages 21 & 22, Attachment B – Compensation and Pricing Provisions, Section 2, of the ORIGINAL AGREEMENT is amended to add second term pricing as follows:

Pricing set forth below covers the Licensed Software and shall be firm for the Term of 11/15/13 through and including 11/14/14 of the Contract.

| Line | Service Description                      | Qty | Item Number | Unit Price * | Extended<br>Price * |
|------|--|-----|-------------|--------------|---------------------|
| 1    | RMS 24x7 Software Support – 12<br>Months | 1   | V-VMERMS002 | \$82,410.51  | \$82,410.51         |

| 2   | DMC 24w7 Software Sumport  | 1 | V-VMERMS002   | \$797.43          | \$797.43 **      |
|-----|--|---|---------------|-------------------|------------------|
| 2   | RMS 24x7 Software Support –<br>Yorba Linda – RMS Server Access     | 1 | V-VIVIERMS002 | \$797.43          | \$797.45 ***     |
|     | 24x7 (Term: $3/28/14$ to $11/14/14$ )                              |   |               |                   |                  |
| 3   | CAD 24x7 (Term: 5/28/14 to 11/14/14)<br>CAD 24x7 Software Support: | 1 | V-VMECAD002   | \$89,403.45       | \$89,403.45      |
| 5   | #11101076 – 12 Months  | 1 | v-vivieCAD002 | \$69,403.43       | \$69,403.43      |
|     |  |   |               |                   |                  |
|     |  |   |               |                   |                  |
| 4   | Mobile 24x7 Software Support – 12                                  | 1 | V-VMEMBL002   | \$90,198.61       | \$90,198.61      |
| _   | Months   | _ |               | . ,               | . ,              |
|     |  |   |               |                   |                  |
| 5   | Mobile 24x7 Software Support – 12                                  | 1 | V-VMEMBL002   | \$4,767.24        | \$4,767.24       |
| _   | Months   |   |               | . ,               | . ,              |
| 6   | Mobile 24x7 Software Support – 12                                  | 1 | V-VMEMBL002   | \$22,721.50       | \$22,721.50      |
|     | Months - #091101 Mobile Law  |   |               | +,                | +==,-====        |
|     | Vehicle 59, Mobile Law Office 43                                   |   |               |                   |                  |
| 7   | Mobile 24x7 Software Support -                                     | 1 | V-VMEMBL002   | \$241.28          | \$241.28         |
|     | #12081106 VISA for 1 Mobile Law                                    | _ |               |                   |                  |
|     | Vehicle License  |   |               |                   |                  |
| 8   | Custom Solution Software Support –                                 | 1 | V-VMEOTH002   | \$3,990.66        | \$3,990.66       |
| _   | 12 Months - #092000 GenSpout to                                    | _ |               |                   |                  |
|     | VisionCAD PTT  |   |               |                   |                  |
| 9   | Mobile 24x7 Software Support -                                     | 1 | V-VMEMBL002   | \$320.24          | \$320.24         |
| _   | #5093 for Mobile Law Office License                                |   |               |                   |                  |
|     | for SO (Term: 3/29/14 to 11/14/14)                                 |   |               |                   |                  |
| 10  | Mobile 24x7 Software Support –                                     | 1 | V-VMEMBL002   | \$2,251.84        | \$2,251.84 **    |
|     | Yorba Linda - #5093 for 13 Mobile                                  |   |               |                   |                  |
|     | Law Vehicle Workstation SW   |   |               |                   |                  |
|     | License (Term: 3/28/14 – 11/14/14)                                 | _ |               |                   |                  |
| 11  | Mobile 24x7 Software Support –                                     | 1 | V-VMEMBL002   | \$1,039.31        | \$1,039.31       |
|     | Court Ops - #5093 for 6 Mobile Law                                 |   |               |                   | ***              |
|     | Vehicle Law SW License (Term:                                      |   |               |                   |                  |
| 10  | 3/28/14 to 11/14/14)   | 1 |               | ¢ 470 17          | ¢ 470 17         |
| 12  | Mobile 24x7 Software Support -<br>#5327 OCTA for 5 Mobile Law      | 1 | V-VMEMBL002   | \$470.17          | \$470.17<br>**** |
|     |  |   |               |                   | ~ ~ ~ ~          |
|     | Vehicle SW License (Term: 7/24/14<br>to 11/14/14)                  |   |               |                   |                  |
| 13  | Remote Support Connectivity – 12                                   | 1 | V-VOTOTH002   | \$400.00          | \$400.00         |
| 15  | Months   | 1 | v-v010111002  | \$400.00          | \$400.00         |
|     | Wohths   |   |               |                   |                  |
| 14  | Mobile Law Vehicle Workstation SW                                  | 1 | VPWMBL001     | \$1,368.50        | \$1,368.50       |
| 14  | License  | 1 | VI WINDLOOI   | $\phi_{1,500.50}$ | ****             |
|     | License  |   |               |                   |                  |
| 15  | Remote SW License Increase   | 1 | VSEINS018     | \$150.00          | \$150.00         |
| 15  | Remote 5 W Electise mercase  |   | V SERVS010    | φ150.00           | ****             |
|     |  |   |               |                   |                  |
| 16  | Mobile Law Vehicle Workstation SW                                  | 1 | IN-SW-100039- | \$1,368.50        | \$1,368.50       |
| 10  | License  |   | 001           | φ1,500.50         | *****            |
|     |  |   |               |                   |                  |
| 17  | Remote SW License Increase   | 1 | IN-SV-110000- | \$175.00          | \$175.00         |
| -   |  |   | 020           | +1,0,00           | *****            |
|     |  |   |               |                   |                  |
| 18  | Mobile 24x7 Software Support – 12                                  | 1 | IN-SW-100039- | \$301.07          | \$301.07         |
| - 0 | Months   |   | 001-M-24      | +001107           | *****            |
|     |  |   |               |                   |                  |
|     | 1  | I | 1             |                   |                  |

| 19 | Mobile Law Vehicle Workstation SW<br>License        | 1 | IN-SW-100039-<br>001      | \$1,368.50                                | \$1,368.50<br>***   |
|----|---|---|---------------------------|---|---------------------|
| 20 | Remote SW License Increase                          | 1 | IN-SV-110000-<br>020      | \$175.00                                  | \$175.00***         |
| 21 | Mobile 24x7 Software Support – 12<br>Months         | 1 | IN-SW-100039-<br>001-M-24 | \$301.07                                  | \$301.07***         |
| 22 | Mobile Vehicle Workstation SW<br>License            | 7 | IN-SW-100037-<br>001      | \$1,337.40                                | \$9,361.80<br>***** |
| 23 | Remote SW License Increase                          | 1 | IN-SV-110000-<br>020      | \$175.00                                  | \$175.00<br>*****   |
| 24 | Mobile Vehicle 24x7 Software<br>Support – 12 Months | 1 | IN-SW-100037-<br>001-M-24 | \$2,059.60                                | \$2,059.60<br>***** |
|    |   |   |                           | Term<br>(11/15/13 –<br>11/14/14)<br>Total | \$315,816.28 *      |

No other costs, fees, or amounts will be paid or authorized by County except for those as listed in this Contract.

\* For Yorba Linda Location.

\*\*\* For Court Operations Location.

\*\*\*\* For OCTA Location.

\*\*\*\*\* For Narcotics Unit.

\*\*\*\*\*\*For Research & Development \*\*\*\*\*\*\* For Gangs Unit

- 2. A true and correct copy of the ORIGINAL AGREEMENT (Contract number MA-060-13011246) is attached hereto as Exhibit A and incorporated herein by this reference.
- 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. All other provisions of the ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on November 14, 2013 are hereby extended to November 14, 2014.
- 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. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, except as amended herein remain AMENDMENT NUMBER THREE, remain unchanged and in full force and effect

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

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

| 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:
 Title:

 Print Name:
 Date:

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

Approved as to Form Office of the County Counsel

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

Deputy

# Exhibit A

ORIGINAL AGREEMENT (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)