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

This AMENDMENT NUMBER ONE TWO to Contract number MA-060-13011246 (hereinafter "AMENDMENT NUMBER ONE TWO") 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, COUNTY and CONTRACTOR desire to amend Attachment B Compensation and Pricing Provisions of the ORIGINAL AGREEMENT adding five (5) Mobile Law Vehicle Workstation Software Licenses and one (1) Remote Software License as Line numbers twelve (12) and thirteen (13) and increase the "Initial Term Total" by \$6,992.50 for a new total of \$249,883.41.

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.

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

1. Articles

a. Pages 21 & 22, Attachment B — Compensation and Pricing Provisions, Section 2, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

2. Pricing for ("Licensed Software") Initial Term of February 16, 2013 through and including November 14, 2013 (Unless otherwise noted herein):

Pricing set forth below covers the Licensed Software and shall be firm for the Initial Term of the Contract.

Line #	Service Description	-Qty	Item Number	Unit Price *	Extended Price *
1	RMS Base Package 150-250K 200 Positions (24 x 7 MTC plan)	1	VMERMS002	\$60,105.40	\$60,105.40
2	Vision CAD 10 Position & Vision CAD Additional 9 Position (24 x 7 MTC PLAN)	1	VMECAD002	\$65,206.26	\$65,206.26
3	Vision Message Switch 101 (200 position) Vision Message Switch (300 position) Mobile Base Pkg (292 position) (24 x 7 MTC Plan)	1	VMEMBL002	\$65,786.10	\$65,786.10
4	Mobile Law Office Workstation 8 X 5 Software Support (24 x 7 MTC Plan)	1	VMEMBL001	\$3,479.26	\$3,479.26
5	Remote Support Connectivity	4	VOTOTH002	\$296.99	\$296.99
6	Custom Solution Software 8x5 Support #092000 GenSpout to VisionCAD PTT	1	VMEOTH002	\$2,912.24	\$2,912.24
7	Mobile 8x5 Software Support, #091101 Mobile Law Vehicle, Mobile Law Office: 43	1	VMEMBL002	\$16,573.16	\$16,573.16
8	Mobile 24x7 Software Support, #12081106 VISA: 1 Mobile law license, 8x5.	1	VMEMBL002	\$0.00	\$0.00
9	Mobile Law Office Workstation Software License	4	VPWMBL002	\$632.50	\$2,530.00 **
10	Mobile Law Vehicle Workstation Software License	13	VPWMBL001	\$1,368.50	\$17,790.50 ***
11	Mobile Law Vehicle Workstation Software License	6	VPWMBL001	\$1,368.50	\$8,211.00
12	Mobile Law Vehicle Workstation Software License (4/23/13 – 11/14/13)	5	VPWMBL001	\$1,368.50	\$6,842.50 ****
43	Remote Software License (4/23/13 11/14/13)	1	VSEINS018	\$150.00	\$150.00 ****
				Initial Term Total	\$ 249,883.41

^{*} 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.
- 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. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 2/16/13 through and including 11/14/14, 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 #	Service Description	Qty	Item Number	Unit Price *	Extended Price *
1	RMS 24x7 Software Support – 12 Months	1	V-VMERMS002	\$82,410.51	\$82,410.51
2	RMS 24x7 Software Support – Yorba Linda – RMS Server Access 24x7 (Term: 3/28/14 to 11/14/14)	1	V-VMERMS002	\$797.43	\$797.43 **
3	CAD 24x7 Software Support: #11101076 – 12 Months	1	V-VMECAD002	\$89,403.45	\$89,403.45
4	Mobile 24x7 Software Support – 12 Months	1	V-VMEMBL002	\$90,198.61	\$90,198.61
5	Mobile 24x7 Software Support – 12 Months	1	V-VMEMBL002	\$4,767.24	\$4,767.24
6	Mobile 24x7 Software Support – 12 Months - #091101 Mobile Law Vehicle 59, Mobile Law Office 43	1	V-VMEMBL002	\$22,721.50	\$22,721.50
7	Mobile 24x7 Software Support - #12081106 VISA for 1 Mobile Law Vehicle License	1	V-VMEMBL002	\$241.28	\$241.28
8	Custom Solution Software Support – 12 Months - #092000 GenSpout to VisionCAD PTT	1	V-VMEOTH002	\$3,990.66	\$3,990.66

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9	Mobile 24x7 Software Support - #5093 for Mobile Law Office License for SO (Term: 3/29/14 to 11/14/14)	1	V-VMEMBL002	\$320.24	\$320.24
10	Mobile 24x7 Software Support – Yorba Linda - #5093 for 13 Mobile Law Vehicle Workstation SW License (Term: 3/28/14 – 11/14/14)	1	V-VMEMBL002	\$2,251.84	\$2,251.84 **
11	Mobile 24x7 Software Support – Court Ops - #5093 for 6 Mobile Law Vehicle Law SW License (Term: 3/28/14 to 11/14/14)	1	V-VMEMBL002	\$1,039.31	\$1,039.31 ***
12	Mobile 24x7 Software Support - #5327 OCTA for 5 Mobile Law Vehicle SW License (Term: 7/24/14 to 11/14/14)	1	V-VMEMBL002	\$470.17	\$470.17 ****
13	Remote Support Connectivity – 12 Months	1	V-VOTOTH002	\$400.00	\$400.00
14	Mobile Law Vehicle Workstation SW License	1	VPWMBL001	\$1,368.50	\$1,368.50 ****
15	Remote SW License Increase	1	VSEINS018	\$150.00	\$150.00 ****
				Term (11/15/13 – 11/14/14) Total	\$300,530.74 *

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

- 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.
- 3. All other provisions of the ORIGINAL AGREEMENT, except as amended herein, remain unchanged and in full force and effect.
- 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.

(Signature Page Follows)

^{**} For Yorba Linda Location.

^{***} For Court Operations Location.

^{****} For OCTA Location.

^{*****} For Narcotics Unit.

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ONE

Approved by the Board of Supervisors on: ______
Approved as to Form

By: _____

Office of the County Counsel

Deputy

Exhibit A

ORIGINAL AGREEMENT (Contract number MA-060-13011246)

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Exhibit B

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

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