

AMENDMENT NUMBER ~~TWO~~ THREE  
 TO  
 CONTRACT MA-060-18010186  
 BETWEEN THE  
 COUNTY OF ORANGE  
 AND  
 TRITECH SOFTWARE SYSTEMS

This AMENDMENT NUMBER ~~TWO~~ THREE to Contract Number MA-060-18010186 (hereinafter “AMENDMENT NUMBER ~~TWO~~ THREE”) between the County of Orange, a political subdivision of the State of California (hereinafter “COUNTY”) and TriTech Software Systems) (hereinafter “CONTRACTOR”) with a business address of 1000 Business Center Dr., Lake Mary, FL 32746-5585, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for CAD/RMS/Mobile Software Maintenance and Support on January 16, 2018, as Contract Number MA-060-18010186 (hereinafter “ORIGINAL CONTRACT”), for a two (2) year term of November 15, 2017 through and including November 14, 2019, renewable for three (3) additional one (1) year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 5, 2020 as Contract Number MA-060-19011907 for a one (1) year term of November 15, 2019 through and including November 14, 2020 at an amount not to exceed \$360,223.95, as well as modified General Terms and Conditions, Section F, Payment, as well as modified Attachment A, Scope of Work, Section II and Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges of the ORIGINAL CONTRACT (hereinafter “AMENDMENT NUMBER ONE”); and

WHEREAS, COUNTY and CONTRACTOR amended Paragraph Q., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County’s Conflict of Interest Policy as stated in Paragraph Q herein (hereinafter “AMENDMENT NUMBER ONE”);

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ renewed the ORIGINAL CONTRACT for a one year term of November 15, 2020 through and including November 14, 2021 in an amount not to exceed \$365,261.29 (hereinafter “AMENDMENT NUMBER TWO”); ~~and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO;~~

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one year term of November 15, 2021 through and including November 14, 2022 in an amount not to exceed \$383,524.35 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER THREE;

1. ARTICLES

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

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 11/15/2017 through and including 11/14/202~~1~~<sup>2</sup>, unless otherwise terminated by COUNTY. The period of 11/15/2017 through and including 11/14/2019 shall be known as Contract Number MA-060-18010186. The period of 11/15/2019 through and including 11/14/202~~1~~<sup>2</sup> shall be known as Contract Number MA-060-19011907.

- b. Additional Terms and Conditions, Section 3, Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

**This Contract may not be renewed.**

~~This Contract may be renewed for one (1) additional, one (1) year term upon mutual agreement of both Parties. The County is not under any obligation to provide Contractor with a reason should it elect not to renew the Contract, nor is it required to give Contractor prior notice of its intent not to renew.~~

- c. Attachment B, Compensation and Pricing Provisions, Section 2, Fees and Charges of the ORIGINAL CONTRACT is amended in its entirety as follows:

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Line#	Item#	Description	Cost for 11/15/202 <del>0</del> <sup>1</sup> - 11/14/202 <del>1</del> <sup>2</sup>
1	990598	Vision RMS – Annual Maintenance Fee – Srvr and (30) workstations	<del>\$92,957.57</del> \$97,605.45
2	5123	Vision RMS – Annual Maintenance Fee – Yorba Linda Jurisdiction – RMS Srvr	<del>\$1,421.26</del> \$1,492.32
3	990598	Vision CAD – Annual Maintenance Fee, #11101076	<del>\$100,845.48</del> \$105,887.75
4	990598	VisionMobile AVL – Annual Maintenance Fee, Mobile Srvr, 292 Mobile Law Vehicle, 32 Mobile AVL	<del>\$101,742.41</del> \$106,829.53
5	061116	40 Mobile Law Office Software	<del>\$5,377.36</del> \$5,646.23
6	091101	VisionMobile AVL – Annual Maintenance Fee – 59 Mobile Law Vehicle, 43 Mobile Law Office	<del>\$25,629.45</del> \$26,910.92
7	12081106	VisionMobile AVL – Annual Maintenance Fee – 1 Mobile Law Vehicle License	<del>\$231.56</del> \$243.14
8	5934	VisionMobileAVL – Annual Maintenance Fee – 31 Mobile Law Vehicle License	<del>\$10,282.57</del> \$10,796.70
9	092000	Custom Interface – Annual Maintenance Fee – GenSpout to VisionCAD PTT	<del>\$4,501.40</del> \$4,726.47
10	5093	VisionMobile – Annual Maintenance Fee – 4 Mobile Law Office Licenses	<del>\$570.76</del> \$599.30

11	5093	VisionMobile AVL – Annual Maintenance Fee – 13 Mobile Law Vehicle for Yorba Linda	<del>\$4,013.47</del> \$4,214.14
12	5093	6 Mobile Law Vehicle	<del>\$1,852.38</del> \$1,945.00
13	5327	VisionMobile AVL – Annual Maintenance Fee – 5 Mobile Law Vehicle	<del>\$1,698.02</del> \$1,782.92
14	5665	VisionMobile AVL – Annual Maintenance Fee – 7 Mobile Law Vehicle and 2 MLV added on C3262	<del>\$3,048.05</del> \$3,200.45
15		Remote Support Connectivity – Annual Maintenance Fee Remote Support Connectivity (Formerly “Go-to Assist”)	<del>\$412.00</del> \$432.60
16	6789	VisionMobile AVL – Annual Maintenance Fee – 33 VisionMobile Law Vehicle Workstation	<del>\$10,677.55</del> \$11,211.43
Total Annual Maintenance			<del>\$365,261.29</del> \$383,524.35

Contract shall not exceed ~~\$365,261.29~~ \$383,524.35 for one-year term of 11/15/2020~~1~~ through and including 11/14/2021~~2~~.

2. True and correct copies of the ORIGINAL CONTRACT (Contract Number MA-060-18010186) and AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO (Contract Number MA-060-19011907) are attached hereto as Exhibits A, ~~and~~ B, C and incorporated by this reference.
3. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~TWO~~ THREE, remain unchanged and in full force and effect.

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ~~TWO~~ **THREE** to Contract number MA-060-18010186.

\*Contractor: TriTech Software Systems

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Contractor: TriTech Software Systems

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

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: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

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

Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-18010186)

**EXHIBIT B**

AMENDMENT NUMBER ONE (Contract Number MA-060-19011907)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-19011907)