

**FIFTH AMENDMENT TO
SYSTEM AGREEMENT
BETWEEN
THE COUNTY OF SANTA BARBARA, CA
AND
TRITECH SOFTWARE SYSTEMS**

This Fifth Amendment to the June 27, 2006 System Agreement between the County of Santa Barbara, California and Contractor TriTech Software Systems (the "Agreement"), constitutes a part of the Agreement as if originally set forth therein. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect. If any inconsistency or ambiguity exists between this Fifth Amendment and the Agreement, the terms of this Fifth Amendment shall control.

WHEREAS, County intends to continue with Contractor's System Support and Maintenance for an annual fee as established under the terms of Exhibit I of the Agreement;

NOW THEREFORE, the parties agree as follows:

Amendments

The Agreement is amended as follows:

2. Term: Contractor shall commence performance on April 1, 2013 and end performance upon completion, but no later than March 31, 2014, subject to any extensions of the term for Change Orders if so specified in the Change Orders, and earlier termination as provided herein.

3. Financial Matters

3.1 Purchase Prices

Except as otherwise provided herein and subject to County's receipt of a correct invoice, County shall pay Contractor the fixed Purchase Price for Services as described in Exhibit I-5

3.2Charges

Except as otherwise provided herein and upon County's receipt of a correct invoice, County shall pay the undisputed Charges for the Services and/or Deliverables in accordance with the payment schedule set forth in Exhibit I-5 within 30 days of receipt of such an invoice for Services and/or Deliverables provided. If payments are not received when due, Contractor may charge County one percent (1 %) per month on the amount

due until paid in full.

3.3 Maximum Amount

The Maximum Amount payable under the terms of this Fifth Amendment shall be \$173,128.63 as set forth in Exhibit I-5 except as otherwise amended by the parties in writing through a Change Order.

The Exhibits to the Agreement are amended as follows:

Exhibit I, System Support and Maintenance is amended to include an Exhibit I-5, which is attached to this Fifth Amendment. All references to Exhibit I within the Agreement are amended to include Exhibit I-5.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Effective Date.

COUNTY OF SANTA BARBARA

By: _____

**Salud Carbajal, Chair
Board of Supervisors**

Date: _____

**ATTEST:
CHANDRA WALLAR
CLERK OF THE BOARD**

By: _____
Deputy

CONTRACTOR

By: _____
**Christopher D. Maloney
President and CEO
TriTech Software Systems
Tax Id No. 95-3871079**

**APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL**

By: _____
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER**

By: _____
Deputy

**APPROVED AS TO FORM:
SHERIFF'S OFFICE
SHERIFF BILL BROWN**

By: _____

Exhibit I-5
System Support and Maintenance

For the one year term of April 1, 2013 through March 31, 2014, County shall pay contractor the amount of \$173,128.63 for the System Support and Maintenance below.

The Support Renewal Agreement for TriTech Support Services is based on the following TriTech Software licenses:

Santa Barbara Sheriff					
Product Name	Notes	# of Licenses	Cost per License	Total License Cost	Support Term 4/1/13 - 3/31/14
Primary - Server SW Lic Multi Agency		1	30,000.00	30,000.00	7,030.45
Dispatcher/Call Taker User SW Lic		10	10,000.00	100,000.00	23,434.84
Dispatcher/Call Taker User SW Lic - Montecito Fire		3	10,000.00	30,000.00	7,030.45
Test/Training Server SW Lic		1	10,000.00	10,000.00	2,343.48
Test/Training User SW Lic		2	3,000.00	6,000.00	1,406.09
**Administrator - User SW Lic (Andy)		1	5,000.00	5,000.00	1,171.74
VisiNet Browser Site License		1	25,000.00	25,000.00	5,858.71
VisiNet Browser Reports Module		1		0.00	0.00
Facility Divert Module (EMS Functionality)		1	7,500.00	7,500.00	1,757.61
Event Playback Module (GIS Playback)		1	7,500.00	7,500.00	1,757.61
Site License - CLETS/NCIC/State Query Application License		1	25,000.00	25,000.00	5,858.71
GIS Link Utility Module		2	15,000.00	15,000.00	3,515.23
Dispatcher Rules Module		1	2,500.00	2,500.00	585.87
SOP Module		1	7,500.00	7,500.00	1,757.61
Quickest Path Unit Recommendation Module		1	15,000.00	15,000.00	3,515.23
Reporting/Data Archive and Purging License		1	18,500.00	18,500.00	4,335.45
ProQA Integration User License		10	500.00	5,000.00	1,171.74
Standard Zetron Model 25 Encoder		1	25,000.00	25,000.00	5,858.71
Standard Alpha-Numeric Paging Interface License (EMS)		1	9,000.00	9,000.00	2,109.14
Standard Plant Vesta ANI/ALI with TDD Interface license		1	20,000.00	20,000.00	4,686.97
Standard Proxy - NCIC/CLETS/Records Check State Message Switch		1	50,000.00	50,000.00	11,717.42
Standard Firehouse RMS Incident Transfer Interface License		1	20,000.00	20,000.00	4,686.97
Standard Law RMS Incident Transfer License - Tiburon		1	20,000.00	20,000.00	4,686.97
Proxy Database Connection License (Application Gateway,RMS)		2	7,500.00	15,000.00	3,515.23
AMR - MEDS Eletronic Patient Care Interface License		1	35,000.00	35,000.00	8,202.19
Interface to CAL-Gangs: CAL-Photos:Megans Law:Parole-Leads		1	25,000.00	25,000.00	5,858.71
VisiCAD Message Switch License		1	25,000.00	25,000.00	5,858.71
Mapping Server License		1	5,000.00	5,000.00	1,171.74
VisiNET Mobile Client with AVL License		100	500.00	50,000.00	11,717.42
VisiNET Mobile Mapping Client with AVL License		100	300.00	30,000.00	7,030.45
Controlling Dispatcher Module	[a]	1	5,000.00	5,000.00	0.00
Geofile Cross Reference Module (SO positions)		10	250.00	2,500.00	585.87
Geofile Cross Reference Module (Montecito)		3	250.00	750.00	175.76
Geofile Cross Reference Module (Test/Training)		2	250.00	500.00	117.17
Geofile Cross Reference Module (Sys Admin)		1	250.00	250.00	58.59
VisiNet Mobile Base Client License w/AVL (SB Fire)		4	800.00	3,200.00	749.91
VisiNet Mobile Desktop Client License (SB Fire)		2	500.00	1,000.00	234.35
Standard Advanced Cad to CAD Interface (Slo to SBS)	[e]	1	40,000.00	40,000.00	0.00
VisiNet Mobile Base Client License (SB Fire)		1	800.00	800.00	185.44
VisiNet Mobile Server License Upgrade (151-200)		1	20,000.00	20,000.00	4,635.97
VisiCAD Attachements Module (SB Fire)		1	7,500.00	7,500.00	1,738.49
VisiNet Mobile Test/Train Server License (Fire)		1	10,000.00	10,000.00	2,317.99
VisiNet Mobile Base Client License (Fire)		51	800.00	40,800.00	9,457.38
VisiNet Mobile AVL Client License (Fire)		9	500.00	4,500.00	1,043.09
VisiNet Mobile Base Client License w/AVL (Montecito Fire)		1	800.00	800.00	179.17
VisiNet Mobile Base Client License (Carpinteria Fire)		5	800.00	4,000.00	880.00
NOTES:		Total Support Base Cost:		780,100.00	
ESRI Fees 16 User Licenses @16.00 each					
ESRI Fees 2 GISLink @ 16.00 each			Total License Renewal Fee:		171,990.63
[a] removed per client request no longer using				ESRI Fee	288.00
[e] Not live yet				Escrow Fee***:	850.00
			Total Adjusted License Renewal Fee:		173,128.63