

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

This Amendment (this "Amendment") to the System Agreement between the County of Santa Barbara, California and TriTech Software Systems (the "Agreement"), dated 27 June 2006, is effective upon execution by the County, and 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 Amendment and the Agreement, the terms of this Amendment shall control.

WHEREAS, the initial twelve months of Software Support provided under Warranty expired on March 31, 2009; and

WHEREAS, County now intends to continue with 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:

The following amendment is made to Exhibit B, Payment Milestones:

The reference to 5 years of pre-paid TriTech Support & Maintenance fees of \$675,000 to be invoiced July 1, 2007 is hereby deleted and replaced with the following:

"Paid TriTech Support & Maintenance fees will begin on April 1, 2009. Support fees will be based on the TriTech Software licenses stated in Exhibit A of this Agreement, as may be adjusted by written notice to County, as well as adding or deleting TriTech Software licenses. The initial annual support fees will be calculated at 22% of the value of the VisiCAD, Interfaces and VisiNet Mobile software licenses.

A change in the number of TriTech Software licenses purchased will result in a change in the support fees."

Payment Amount

County shall pay contractor \$148,060 for the period April 1, 2009 through March 31, 2010, based on Exhibit A of the Agreement. County shall amend this "Agreement" annually to adjust for changes in the TriTech Support and Maintenance fees.

Exhibit I, System Support and Maintenance

Section 1.0, Term, paragraph 1.1, and Section 2.0 Support Fee(s), paragraphs 2.1 and 2.2 are hereby amended as follows:

1.0 Term

“1.1 The initial twelve (12) month period of Software Support services provided under this Exhibit I shall begin at Go Live for the CAD System. Support fees for this initial twelve (12) month period have been included in the Purchase Price. *Paid Software Support will begin upon expiration of the initial twelve (12) month term.* Software Support for subsequent annual terms shall be subject to renewal of the Software Support terms of this Agreement, or entering a new Software Support Agreement, and payment of the renewal Software Support fees. On or before the expiration of the then current support period, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature which shall be acceptable to both parties. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to County. *An increase in the TriTech Software licenses granted to County during any support term shall result in an increase in the support fees.*”

2.0 Support fee(s)

2.1 Software Support fee(s) to be paid by County for the first *annual period* of paid support under this Exhibit I shall be *based on the TriTech Software (including TriTech Interface) licenses listed in Exhibit A hereto as well as any subsequent TriTech Software licenses granted to County as of the due date for such support fees, payable without deduction or offset pursuant to Contractor’s invoices, which shall be due and payable on receipt.*

2.2 Contractor shall use its best efforts to notify County sixty (60) days prior to the end of a support term of the Software Support fees for the next succeeding annual term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term (subject to appropriation of funds). County support fees shall be subject to *increase on an annual basis at a rate equal to the current Consumer Price Index for all Urban Consumers (“CPI-U”) – All Items, Los Angeles-Riverside-Orange County, CA (1982-84 = 100), or 5%, whichever is less (e.g., an initial annual support fee of \$100,000, would be calculated for the following year as $\$100,000 \times 5\% = \$5,000 + 100,000 = \text{new annual fee of } \$105,000$). Additional licenses purchased by the County during any annual support period will result in additional support fees which shall be prorated to be coterminous with the County’s then current support period.”*

SIGNATURE PAGE FOLLOWS

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

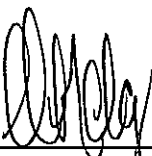
COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR

By:  _____

**Christopher J. Maloney
President and CEO
TriTech Software Systems
Tax Id No. 95-3871079**

**ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD**

By: _____
Deputy

**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 DEPARTMENT
SHERIFF BILL BROWN**

For

By:  _____, CFO