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

This Seventh 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 exits between this Fifth Amendment and the Agreement, the terms of this Seventh 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, 2015 and end performance upon completion, but no later than March 31, 2016, 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 <a href="Exhibit I-5"><u>Exhibit I-5</u></a>

# 3.2 Charges

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 <a href="Exhibit I-5">Exhibit I-5</a> 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 Seventh Amendment shall be \$178,656.44 as set forth in <u>Exhibit I-5</u> 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 Seventh 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	CONTRACTOR
By:  Janet Wolf, Chair Board of Supervisors	By:
ATTEST: MONA MIYASATO CHIEF EXECUTIVE OFFICER Clerk of the board	APPROVED AS TO FORM: SHERIFF BILL BROWN SHERIFF'S OFFICE
By: Deputy	By: SW S
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL  By: Deputy County Counsel	APPROVED AS TO ACCOUNTING FORM ROBERT W GEIS, CPA AUDITOR-CONTROLLER  By: Deputy

APPROVED AS TO FORM: RAY AROMATORIO RISK MANAGER

Bv: