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"AMENDMENT THREE" to TracNet Software License Agreement

The following is a description of (1) the Licensed Program to be added under this License Attachment, (2) the cost of the TracNet Licensed Program License cost and installation, services, and training and (3) the number of authorized workstations utilizing the software. The rights and obligations of the parties regarding this addition to the License agreement are governed by the terms of the previously approved existing Software Product License Agreement dated 09-24-96.

<u>Additional Software Licensed Program Name</u>	<u>Cost</u>	<u># Authorized Workstations</u>
Wireless CAD Status Screen & Server Code	\$ 40,000.00	40 <i>pd</i>
Upgrade to Annual Maintenance Service Plan Covering Wireless TracNet Applications	<i>J</i> \$ 4,800.00	N/A

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Amendment Three" as an attachment to the existing TracNet Proposal previously approved and dated 09-24-96. Both parties agree that this Amendment and all related attachments only serves to add the above listed TracNet software products, number of authorized users and additional costs to the existing agreement. The previously approved TracNet Proposal, License Agreement, Maintenance Service Plan, Attachment "A", Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Three" continue to set forth the entire agreement and understanding of the parties relating to the subject matter herein. In addition, both parties agree to continue to be bound by the terms and conditions contained in these documents and agree that no modification of or amendment of this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties to this Agreement.

If any provision or provisions of this Attachment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, LICENSOR and LICENSEE hereby execute this Attachment titled "Amendment Three" in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

ACCEPTED BY:

LICENSEE: EL DORADO COUNTY

LICENSOR: TracNet Corporation

By: *[Signature]*
Title: DAVID A. SOLARO, Chair
Date: June 11, 2002

By: *[Signature]*
Title: Principal
Date: 5/16/02

Address: _____

Address: 1277 Adobe Lane
Pacific Grove, CA 93950

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

042902

By *[Signature]*
DEPUTY
10-11-02

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: SHERIFF
 Dept. Contact: Nancy Egbert
 Phone #: 621-5479
 Department Head
 Signature: Nancy Egbert

CONTRACTOR:

Name: TracNet Corporation
 Address: 1277 Adobe Lane
Pacific Grove, CA 93950
 Phone: 650-625-1470

EL DORADO COUNTY COUNSEL
 2:02 PM 5/16/02

CONTRACTING DEPARTMENT: SHERIFF

Compliance with Human Resources requirements? Yes: No:
 Compliance verified by: Nancy Egbert

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: / Date: 5/22/02 By: Justina Kim
 Approved: _____ Disapproved: _____ Date: _____ By: _____

DATE	ASSIGNMENT
5/17/02	<p>1) Recommend that this be reviewed by I-3</p> <p>2) Description of Wireless LAN Station and Server software code is vague - what requirements and materials have been provided. This information should be incorporated into contract is approved by upgrade Maintenance Plan</p> <p>3) This office continues to reject information from advisory board regarding set forth in previous memos. Board should be advised of previous memos when matter is again taken to the board</p>

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: Date: 5/28/02 By: Judy Green
 Approved: _____ Disapproved: _____ Date: _____ By: _____

MAY 23 2002

Memo to BOS attached

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract). Department(s): _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

**EL DORADO COUNTY SHERIFF'S DEPARTMENT
SHERIFF HAL BARKER**

MEMORANDUM

TO: Board of Supervisors
FROM: Hal Barker, Sheriff *B*
SUBJECT: Third Amendment to Software License with TracNet Corporation
DATE: 05/28/02

Recommendation:

Your Board is requested to authorize the Chair to sign Amendment #3 to the software license agreement with TracNet Corporation of Pacific Grove, California.

Reason for Recommendation:

The Sheriff's Office has received state funding to purchase software that will allow for wireless transmission of crime reports from patrol cars in the field, eliminating the need for officers to return to the main office to upload their reports and allowing supervisors to approve reports in the field during the course of a shift, rather than in the office at the end of a shift. In order to implement wireless technology, the in-field report writing system must be modified. The amendment before you today allows for that modification by TracNet Corporation, the supplier of the in-field report writing system.

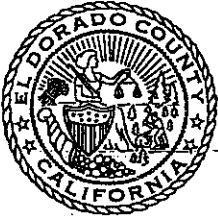
Please note that the original software license with TracNet Corporation, approved by your Board on September 24, 1996, Amendment #1 approved by your Board on June 27, 2000, and Amendment #2 approved by your Board on June 27, 2001 contained non-standard liability and insurance provisions. The amendment before you does not change that situation, as has been noted by both County Counsel and Risk Management in their review of the amendment. As was the case on those three prior occasions, the Sheriff's Office recommends that your Board note the concerns raised by County Counsel and Risk Management but authorize the Chair to sign the Amendment anyway.

Fiscal Impact:

None. \$40,000 is currently available in the Sheriff's FY 01-02 budget from the California Law Enforcement Technology Program grant for this modification.

Action to be Taken Following Approval:

The Chair will sign the Amendment and Purchasing will encumber the grant funds.



EL DORADO COUNTY
Chief Administrative Office

Risk Management

Tom Soike, Interim Chief Administrative Officer
Sherril Jodar, Risk Program Manager

TO: Nancy Egbert, Sheriff's Department Administration
FROM: Sandy Green, Risk Management
DATE: May 28, 2002
SUBJECT: Amendment #3 to TrackNet Software License Agreement

Risk Management has completed its review of Amendment #3 to the TracNet agreement.

Reaffirming 1999 and 2001 memos regarding this contract, staff concurs with County Counsel that the vendor lacks appropriate liability, assurances, and product warranty. Sections 7 and 8 of the Agreement make it clear that TracNet accepts no responsibility or liability for any problems associated with their product or services that fall outside of the initial test period.

Risk Management recommends that the Board of Supervisors should be informed of this limitation.

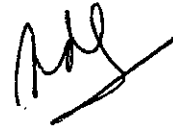
Please contact me at ext. 6625 if you have questions.

Thank you.

EL DORADO COUNTY SHERIFF'S OFFICE
SHERIFF HAL BARKER

TO: Sandy Green, Risk Management

FROM: Nancy D. Egbert, Director of Administrative Services




DATE: May 28, 2002

SUBJECT: Amendment #3 to Software License with TracNet Corporation

Your comments regarding Amendment #3 are noted. As was the case with Amendment #2 and Amendment #1, where the same objections were raised, the Sheriff's Office will forward them to the Board but will recommend that Amendment #3 be signed.

EL DORADO COUNTY SHERIFF'S OFFICE
SHERIFF HAL BARKER

TO: Judith Kerr, Deputy County Counsel
Sherril Jodar, Risk Manager

FROM: Nancy D. Egbert, Director of Administrative Services 

DATE: May 15, 2002

SUBJECT: Amendment #3 to the TracNet Software License Agreement


The software license agreement with TracNet Corporation, signed in September 1996 contains non-standard indemnification and insurance language. The same is true of Amendment #1 signed in May 1999 and Amendment #2 signed in June 2001. County Counsel and Risk Management recommended that the Board not sign the original license agreement as well as the two amendments because of the non-standard features of the agreement. The Sheriff's Office noted those recommendations in taking the documents to the Board, but recommended that they Board sign and they did.

As Amendment #3 was negotiated, my staff and I did discuss whether TracNet was now willing to accept the County's standard language, but they are not. We expect that stance will cause both County Counsel and Risk Management to renew their previous objections.

Given our long-standing, trouble-free relationship with TracNet and our inability to purchase the enhancement provided for by this amendment elsewhere given the proprietary nature of the software, the Sheriff's Office will recommend to the Board that it sign the amendment but will note your expected objections in the agenda item.

Grant funds are paying for the enhancements provided for by this amendment and must be encumbered prior to June 30, 2002. We would like to have this item on the Board's June 11th agenda if possible, so your prompt preparation of your objections would be appreciated. I have attached copies of the original agreement and the two earlier amendments, as well as the comments you prepared after reviewing Amendment #2, to assist you with this review. If you need any additional information, please call me at 621-5479.

EL DORADO COUNTY SHERIFF'S OFFICE
SHERIFF HAL BARKER

TO: Judith Kerr, Deputy County Counsel
FROM: Nancy D. Egbert, Director of Administrative Services 
DATE: May 28, 2002
SUBJECT: Amendment #3 to Software License with TracNet Corporation

I have reviewed the comments you made on the Contract Routing Sheet and would offer the following additional information:

1. Review of this amendment by Information Services would be inappropriate. The Sheriff's Office has a separate technology section responsible for all its unique software programs. Information Services has no involvement with those programs and so a review would be meaningless.
2. We believe the letter from TracNet that is incorporated as a part of the amendment sufficiently describes the wireless CAD status and server software code and that no additional documentation is required.
3. As additional modules are purchased from TracNet, additional maintenance charges are imposed. "Upgrade" refers to the additional maintenance charge to be imposed for the wireless application being purchased via this amendment.
4. We recognize County Counsel's continued objection to the non-standard indemnification language and the use of something other than the County's standard contract agreement. However, the Sheriff's Office has done business with TracNet for six years and has never experienced any problems with them because of the unique nature of the software license. We will include your memo of June 7, 2001 that detailed those objections when Amendment #2 went to the Board with this agenda item.

Your prompt review of this amendment was appreciated.