

**AMMEDMENT "SIX"**  
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>
Cellular E-911 "Format 4" w/ Integrated Mapping Licenses, Installation, Configuration and Project Management Services	\$ 87,000.00	6

By affixing signatures below, both parties acknowledge that they have read and understand and accept this attachment entitled "Attachment E" 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, Attachments, Amendments and other referenced Attachments and documents remain unaltered and in effect. Those documents in conjunction with "Amendment Six" 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 Six" in their respective names and by their duly authorized officers, effective as of the date of the latter acceptance below.

ACCEPTED BY:

LICENSEE: EL Dorado County  
By: Charlie Daine  
Title: CHAIRMAN BOS  
Date: 8/23/05

Address: 330 Fair Lane  
Placerville, CA 95667

ACCEPTED BY:

LICENSOR: TracNet Corporation  
By: [Signature]  
Title: President  
Date: 5/12/05

Address: 1277 Adobe Lane  
Pacific Grove, CA 93950

**ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors**

By: [Signature]  
**DEPUTY** 8/23/05

**Project Management Agreement  
for  
El Dorado County Sheriff's Office  
Cellular E-911 "Format 4" Data  
CAD Integration Project**

Whereas, the El Dorado County Sheriff's Office desires to implement the Cellular Telephone E-911 "Format 4" integration into the CAD system currently provided in the communications center by the TracNet Corporation Law Enforcement Software,

And, Whereas the El Dorado County Sheriff's Office desires to implement an integrated mapping system enabling the display of Cellular 911 Calls on an electronic map at each PSAP,

And, Whereas, successful integration of electronic 911 data into the CAD system application requires a high level of experience and technical coordination between various vendors and products encompassing communication, application, hardware, installation and configuration services,

And, Whereas, TracNet Corporation has had extensive experience in coordinating various required vendor services for the implementation and integration of 911 data into TracNet Law Enforcement CAD systems,

The El Dorado County Sheriff's Office and TracNet Corporation Hereby agree to enter into this agreement for TracNet Corporation to provide the El Dorado County Sheriff's Office with consultation, project management, required software, initial geo-data changes and integration services to provide the El Dorado County Sheriff's Office with the new "Format 4" E-911 data integration into the exiting CAD system and provide for integrated mapping enabling the display of the Cellular E-911 calls on an electronic map.

Under this agreement, TracNet Corporation agrees to provide:

1. TracNet Software License Agreement for (6) CAD Integrated mapping application software licenses (See Amendment "Six").
2. Consultation Services with the El Dorado County Sheriff's Office on all aspects related to this Project.
3. Project Management Services related to the E-911 data integration into CAD aspects of this project.
4. (6) PSAP CAD locations at the existing PSAP locations for Integrated E-911 Format "4" data into the CAD system with electronic mapping of the Cellular E-911 call location from the data provided through the CAD port of the E-911 equipment.
5. Analysis of the existing El Dorado County CAD Geo-File for modifications required for mapping.
6. Recommendations on changes to data within the existing geo-data to increase reliability of map display of geo-verified data not displayed by Latitude and Longitude.
7. System Installation, configuration, Integration and training Services.

Under this agreement, El Dorado County Sheriff's Office agrees to provide:

1. PC client workstations at each of the six (6) PSAP locations of sufficient configuration and hardware to run the mapping system in addition to the CAD functions currently being run at the PSAP workstations.
2. Compensation for all services and equipment to TracNet Corporation in the amount of \$87,000.00.
3. Provide on-going maintenance costs for new PC computers, map upgrades and geo-file maintenance and updates.

Under this agreement, both TracNet Corporation and the El Dorado County Sheriff's Office understand and agree that the accuracy of the "Pin Locations" as displayed on the supplied map varies tremendously based on a variety of factors, including, but not limited to, data received from the CAD port from the 911 equipment, maps used for the area being displayed, mapping program that is integrated into the CAD system, map geo data utilized and a variety of other factors. The El Dorado County Sheriff's Office understands that there is no guarantee as to the accuracy of the map display, and that some displayed locations may be significantly more accurate than others based on these factors which are out of the control of TracNet Corporation. TracNet Corporation agrees to use their best knowledge, resources and recommendations in providing the most accurate display of the data received from the E-911 system utilizing the integrated products and known maps.

By affixing signatures on Amendment "Six", both parties acknowledge that they have read and understand and accept this agreement entitled, "Project Management Agreement for El Dorado County Sheriff's Office Cellular E-911 "Format 4" Data CAD Integration Project". Both parties agree that this agreement sets 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 this document 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 Agreement 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.

Contract #: \_\_\_\_\_

# CONTRACT ROUTING SHEET

### PROCESSING DEPARTMENT:

Department: Sheriff  
 Dept. Contact: Nancy Egbert  
 Phone #: 621-5479  
 Department/Head  
 Signature: Nancy D. Egbert

### CONTRACTOR:

Name: TracNet Corporation  
 Address: 1277 Adobe Lane  
Pacific Grove, CA 93950  
 Phone: \_\_\_\_\_

COUNTY MAIL  
 EL PASO COUNTY COUNSEL  
 003 MAY 27 PM 3:42

### CONTRACTING DEPARTMENT:

Compliance with Human Resources requirements? Yes:  No:   
 Compliance verified by: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Disapproved:  Date: 6/20/05 By: ER  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

DATE: 6/20/05  
 ATTORNEY: CRISTY A  
 DEPT/INDEX NO: 24110  
 BY: [Signature]

and advise Board of  
 Please note comments related to original 1996 agreement and Amendment 1-5  
 Respect non-standard indemnity and insurance language which this amendment incorporates.

Although this amendment implements all capabilities to existing CAD system the amendment and agreement do not comport with County's standard reqts for a payment schedule, the warrant, fitness for purpose, limitations of liability. Discussion w/ Nancy Egbert and advised to execute a new contract for add'l amendments. Dept

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


Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

### 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 JEFF NEVES**

**MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Jeff Neves, Sheriff   
**SUBJECT:** Amendment #6 to Software License with TracNet Corp.  
**DATE:** 8/10/2005

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**Recommendation:**

Your Board is requested to: 1) authorize the Chair to sign Amendment #6 to the software license agreement with TracNet Corporation of Pacific Grove, California; and, 2) acknowledge the perpetual nature of the associated maintenance agreement and authorize the Purchasing Agent to encumber funds for said agreement in the amount of \$57,000.

**Reason for Recommendation:**

Since 1996 TracNet Corporation has provided the Sheriff's Office with software for computer-aided dispatch, in-field report writing, records management, jail management and an intelligence database via a master software license agreement.

The Sheriff's Office has received state funding in the amount of \$87,000 to enable the Sheriff's Office to implement the new cellular 911 service into the existing computer-aided dispatch system. When complete, this modification will allow the local dispatch center to answer cellular 911 calls placed from some, but not all, roads and highways in El Dorado County. Currently, all cellular 911 calls are answered by the California Highway Patrol who must then transfer all calls that their officers do not handle to the appropriate local law enforcement or fire agency.

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, Amendment #2 approved by your Board on June 27, 2001, Amendment #3 approved by your Board on June 11, 2002, Amendment #4 approved by your Board on July 1, 2003 and Amendment #5 approved by your Board on June 28, 2005 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 six 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.

Each component of the TracNet system has a related annual maintenance payment associated with it. New procedures require that your Board be advised annually that a perpetual maintenance agreement exists and obtain your authorization for the Purchasing Agent to encumber the funds required for payment.

**Fiscal Impact:**

None. \$57,000 is available in the Sheriff's FY 05-06 budget for the annual maintenance payment. \$87,000 will be added in the department's budget addenda for the new cellular 911 module

**Action to be Taken Following Approval:**

The Chair will sign the Amendment and the Purchasing Agent will encumber \$57,000 for the FY 05-06 maintenance payment.