



ORIGINAL
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Contract Revision Date: 02/19/09

AGREEMENT NO. 380-S1010

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SOFTWARE LICENSE QUOTATION
TELESTAFF LICENSE AND ANNUAL SERVICE AGREEMENT

This Agreement ("AGREEMENT") made by and between **Principal Decision Systems International** ("PDSI") that has its principal place of business at **50 Corporate Park, Irvine, CA 92606**, and **El Dorado County Sheriffs** ("CUSTOMER"), that has its principal place of business at **300 FairLane, Placerville CA 95667**, for the exclusive use of **El Dorado County Sheriffs** shall be subject to the following terms and conditions:

Whereas, PDSI has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

Whereas, PDSI imposes certain license requirements on customers desirous of purchasing a license for TELESTAFF; and

Whereas, CUSTOMER wishes to contract with PDSI to: (1) implement a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, implement all licenses necessary to use TELESTAFF; and

Whereas, PDSI is willing to contract with CUSTOMER to: (1) grant CUSTOMER a license to use TELESTAFF, (2) train CUSTOMER on its configuration and use, and (3) as applicable, grant all licenses necessary to use TELESTAFF;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, PDSI and CUSTOMER do hereby agree as follows:

1. **Ownership and License of TELESTAFF**

Except as provided herein at paragraph 2(b), PDSI hereby grants to CUSTOMER a license to use TELESTAFF in object code form. CUSTOMER shall abide by the terms and conditions of this license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with PDSI.

2. **Copyright and Proprietary Protection.**

(a) TELESTAFF is owned by PDSI, and is protected by United States and international copyright laws and international trade provisions. CUSTOMER must treat TELESTAFF like any other copyrighted material. This License and CUSTOMER's right to use TELESTAFF shall terminate automatically if CUSTOMER violates any part of this AGREEMENT. In the event of termination for any reason other than non-renewal of Service and Support as described herein at Section 10, CUSTOMER must immediately return TELESTAFF and accompanying documentation to PDSI.

(b) CUSTOMER shall not:

- (i) Modify TELESTAFF and/or merge it into another program for CUSTOMER use except by express, written permission from PDSI. Any portion of TELESTAFF merged into another program following the express, written permission from PDSI will be subject to the terms of this AGREEMENT;
- (ii) Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF;
- (iii) Copy TELESTAFF for any reason other than to make one backup copy in machine-readable form for archival purposes;
- (iv) Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. CUSTOMER acknowledges that such direct connection to the database violates the OEM agreement between PDSI and Sybase.

3. **Execution Date.** The Execution Date is defined as the date this AGREEMENT is signed by an authorized agent of CUSTOMER.

4. **Term.** This AGREEMENT is effective and binding upon PDSI and CUSTOMER upon the Execution Date as defined in paragraph 3 herein and shall remain in effect for a term of one (1) year, unless terminated as provided herein. On each anniversary date thereafter, this AGREEMENT shall automatically renew for a term of one (1) year, unless otherwise terminated as provided herein.

5. **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that CUSTOMER does hereby agree to purchase from PDSI available in connection with the use of TELESTAFF. See Appendix A for the recommended TELESTAFF hardware specifications.

<u>Initial</u>	<u>Component</u>	<u>Fee</u>
	TELESTAFF Enterprise Software License for 140 SHERIFF Staff Members	\$ 19,600
	Sales Tax at 8.25% on TELESTAFF Software License	\$ 1,617
	TELESTAFF Implementation Services for 140 SHERIFF Staff Members	\$ 16,000
	One year of PDSI-hosted Web Access for 140 SHERIFF Staff Members	Included
	AUCTIONS Software License for 140 SHERIFF Staff Members	\$ 7,000
	Sales Tax at 8.25% on AUCTIONS Software License	\$ 577.50
	4 Port Telephony Hardware Qty: 1	\$ 1,000
	Sales Tax at 8.25% on 4 Port Telephony Hardware	\$ 82.50
	4 Port Telephony License (Dongle) Qty: 1	\$ 900
	Sales Tax at 8.25% on 4 Port Telephony License (Dongle)	\$ 74.25
	Sybase Concurrent Connections (1) Qty: 8	\$ 1,000
	Sales Tax at 8.25% on Sybase Concurrent Connections (1)	\$ 82.50
	10% MULTI AGENCY DISCOUNT	\$ -4,793.38
Total Initial Acquisition Cost		\$ 43,140.38

6. **Pricing.** PDSI agrees to the fees reflected above in paragraph 5 until 4/29/2010.
7. **Payments.** CUSTOMER agrees that all pricing and amounts due hereunder are based on United States currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. CUSTOMER does hereby agree to the payment terms for each component.

<u>Initial</u>	<u>Component</u>	<u>Due</u>
	TELESTAFF Enterprise Software License and applicable Sales Tax for 140 SHERIFF Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
	TELESTAFF Implementation Services for 140 SHERIFF Staff Members	Due Upon Completion of deployment configuration as described in appendix B
	AUCTIONS Software License and applicable Sales Tax for 140 SHERIFF Staff Members	Due Upon Completion of advanced configuration training as described in appendix B
	4 Port Telephony Hardware and applicable Sales Tax	Due upon Delivery of Telephony hardware
	4 Port Telephony License (Dongle) and applicable Sales Tax	Due upon delivery of dongle
	Sybase Concurrent Connections (1) and applicable Sales Tax	Due upon delivery of Sybase connections

8. **Travel Expenses.** CUSTOMER agrees to pay for all travel expenses related to TELESTAFF implementation and training services as defined in Appendix B.
9. **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in Appendix B. CUSTOMER acknowledges that training and/or reconfiguration requested by CUSTOMER in addition to that defined in Appendix B will be at an additional cost.
10. **Telephony Service.** CUSTOMER acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service from a local phones services provider, and that PDSI warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should CUSTOMER attempt to connect TELESTAFF to PBX or other digital phone services, PDSI will not warrant correct telephony behavior nor will provide support for CUSTOMER's unique telephony solution.
11. **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first twelve (12) months following the Execution Date. See Appendix C for the definition of Service and Support. CUSTOMER does hereby acknowledge that on each anniversary of the Execution Date, CUSTOMER may renew service and support under the following events:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF for 140 SHERIFF Staff Members - 1st Anniversary of the Execution Date	\$ 3,528
	AUCTIONS for 140 SHERIFF Staff Members - 1st Anniversary of the Execution Date	\$ 1,260
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew Service and Support on the anniversary of any Execution Date, CUSTOMER acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by PDSI after CUSTOMER cures the previous lapse in Service and Support by paying PDSI the Service and Support fee for the lapsed periods. In addition, CUSTOMER acknowledges that PDSI may assess CUSTOMER a Service and Support re-instatement fee that will not exceed ten percent (10%) of the Service and Support fee for the lapsed periods. PDSI reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in Appendix C.

Should CUSTOMER increase the licensed capacity of TELESTAFF, CUSTOMER acknowledges that Annual Service and Support will increase as specified in Section 13 beginning with the next renewal period.

12. **Web Access.** Access to TELESTAFF via the web is hosted by PDSI. CUSTOMER does hereby acknowledge that on each event and for the fee specified below, CUSTOMER can renew web access:

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	Web Access for 140 SHERIFF Staff Members - 1 month after 1st Anniversary of the Execution Date	\$ 2,646
	Subsequent anniversaries during term	3% maximum increase over previous period

Should CUSTOMER elect not to renew web access or fail to pay the usage fee specified above in advance the subsequent 12 month period, CUSTOMER acknowledges that PDSI will disable CUSTOMER access from the Internet.

13. **Increases in License Capacity:** CUSTOMER may increase the capacity of its TELESTAFF license at a future date in increments of 50 staff members for an additional fee. CUSTOMER acknowledges that increasing its TELESTAFF license capacity will also cause an increase in Annual Service and Support, and Web Access services (PDSI-hosted Usage or Self-Hosted License and Annual Service and Support), if applicable. The following table shows the current pricing for all upgradeable components, however, pricing is subject to change without notice. Increases in TELESTAFF Annual Service and Support, PDSI-Hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

<u>Initial</u>	<u>Event</u>	<u>Payment</u>
	TELESTAFF License Upgrade	\$ 7,500 per 50 staff members
	TELESTAFF Annual Service and Support	22% of TELESTAFF License Upgrade PLUS current Annual Service and Support amount
	PDSI-hosted Web Access Usage Fee (if applicable)	15% of TELESTAFF License Upgrade PLUS current WEBSTAFF Usage amount
	Web Access Self-Hosted License Upgrade (if applicable)	\$ 3,000 per 50 staff members
	Web Access Self-Hosted Annual Service and Support (if applicable)	20% of Web Access Self-hosted License Upgrade
	Hourly rate for Additional Training as specified in Appendix B, ADDITIONAL TRAINING	\$ 200 per hour

14. **Limited Warranty.** PDSI WARRANTS TELESTAFF TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE AND TO OPERATE IN REASONABLE ACCORDANCE WITH TELESTAFF USER MANUALS. HOWEVER, PDSI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN TELESTAFF WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF TELESTAFF WILL BE UNINTERRUPTED OR ERROR FREE. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** PDSI'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES SHALL BE THE REPLACEMENT OF TELESTAFF UPON NOTIFICATION OF REPORTED DEFICIENCIES. IN NO EVENT WILL PDSI BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR ANY CLAIMS OR DAMAGES, INCLUDING ANY LOST WAGES, LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE TELESTAFF EVEN IF PDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
16. **Indemnification.** Each party to this Agreement shall hold harmless and indemnify the other, and its directors, officers, employees and agents, from/for any and all liability claims, losses, and/or damages suffered by the other party, arising from or directly related to this Agreement, which is/are attributable to the negligent or intentional misconduct of the other party.
17. **Termination.** This AGREEMENT shall terminate upon the following events:
- (a) **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar day's written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- (a) By mutual consent between both parties;

18. **Miscellaneous Provisions.**

- (a) **Amendments.** This AGREEMENT shall not be modified or amended except by another agreement in writing executed by the parties hereto.
- (b) **Entire Agreement.** This AGREEMENT, including Appendices A, B, C, and D (Users Manual/Implementation Guide) attached hereto, supersedes all prior discussions, understanding and agreement between the parties with respect to the matters contained herein, and constitutes the entire agreement between the parties with respect to the matters contemplated herein.
- (c) **Governing Law.** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California; and in the County of El Dorado.
- (d) **Taxes:** CUSTOMER agrees to pay any tax assessed on Product Components as specified in this agreement.
- (e) **Notices. Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
 SHERIFF'S OFFICE
 300 FAIR LANE
 PLACERVILLE, CA 95667
 ATTENTION: PHIL DOLD, CONTRACT ADMINISTRATOR

or to such other location as the County directs.

With a carbon copy to:

COUNTY OF EL DORADO
 CHIEF ADMINISTRATIVE OFFICE
 PROCUREMENT AND CONTRACTS DIVISION
 330 FAIR LANE
 PLACERVILLE, CA 95667
 ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

PDSI - PRINCIPAL DECISION SYSTEMS INTERNATIONAL
 TELESTAFF
 50 Corporate Park
 Irvine, CA 92606
 or to such other location as the Contractor directs.

- (f) **No Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy or partial exercise of any right, power or remedy by any party will preclude any other or future exercise of any other right, power or remedy or partial right, power or remedy. No express waiver of assent by any party hereto to any default in any term or condition of this AGREEMENT shall constitute a waiver of or an assent to any succeeding default in the same or any other term or condition hereof.
- (g) **Assignability.** This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, assigns and personal representatives.
- (h) **Pricing.** Pricing provided for components in Section 5 apply only to PDSI products and services, and not for 3rd party products and services that integrate with or relate to TeleStaff (unless otherwise noted).

IN WITNESS WHEREOF, the parties have signed this AGREEMENT on the day and year first above written.

PDSI
By: [Signature]
Title: National Sales Manager
Date: 3/19/2010

El Dorado County Sheriffs (CUSTOMER)
[Signature]
Title: Sheriff Fred Kollar Date: _____
[Signature] Date: 3/16/10
Contract Administrator, Phil Dold

--COUNTY OF EL DORADO--

By: [Signature] Dated: 4/27/10
Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: [Signature] Date 4/27/10
Deputy Clerk