

# ORIGINAL

## AGREEMENT FOR SERVICES # 714-S0811

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and TracNet Corporation, a California corporation with its principal place of business at 1277 Adobe Lane, Pacific Grove, CA, 93950 (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement #158-S9711, as subsequently amended (hereinafter "License Agreement"), for certain programs and services relating to automated criminal information and additional law enforcement/public safety operations and management; and

**WHEREAS**, in connection with and pursuant to the License Agreement, County and Consultant also executed a Software Maintenance Service Plan (hereinafter "Maintenance Agreement") with subsequent upgrades to the maintenance plan included in amendments to the License Agreement; and

**WHEREAS**, the Maintenance Agreement provides for annual renewal by payment of Consultant's current annual maintenance fee when paid prior to the expiration of the annual term; and

**WHEREAS**, although the current annual term under the Maintenance Agreement has expired, the County has determined that it continues to need the maintenance services provided by Consultant under the original Maintenance Agreement as subsequently upgraded; and

**WHEREAS**, Consultant desires to increase the annual support fees by five percent (5%) for the 2006-2007 year; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Incorporation of the Original Agreement:** All provisions and attachments of the Maintenance Agreement, excluding only section 5 relating to Term and the annual fee and commencement date provisions on page 4, are incorporated herein and made by reference a part hereof and given full force and effect. In addition, all upgrades to the maintenance plan made by Amendments One through Six to the License Agreement are incorporated herein and made by reference a part hereof and given full force and effect.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall have a term of one year. This Agreement may be renewed on or before the 30<sup>th</sup> day prior to the end of the term by payment subject to acceptance by Consultant of Consultant's then current annual fee. Either County or Consultant may terminate this Agreement for any reason or without cause upon sixty (60) days prior written notice. If Consultant terminates this Agreement, it shall remit to County the remaining balance, if any, of the annual fee. Such termination shall be without prejudice to any other remedies the terminating party may have.

**ARTICLE III**

**Description of Licensed Programs included under Maintenance Agreement and annual fees:**  
The following is a description of (1) the licensed programs to be included under the TracNet Corporation Software Maintenance Service Plan and (2) the annual cost of the TracNet Corporation Software Maintenance Service Plan for identified Licensed Programs:

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**Fiscal Year: 2007-2008**

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	21,423.60
Computer Aided Dispatch	22,722.00
Jail Management	12,334.80
Mobile CAD	5,193.60
Cellular E-911 Mapping	9,629.00

Total Maintenance Service Plan Cost 2007-2008  
\$71,303.00

**Fiscal Year: 2008-2009**

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	23,565.96
Computer Aided Dispatch	24,994.20
Jail Management	13,568.28
Jail Biometric ID System	2,200.00
Mobile CAD	5,712.96
Comm. Van Cad	3,465.00
Cellular E-911 Mapping	10,591.90
Interfaces (Web, CAD, DOJ)	2,200.00

Total Maintenance Service Plan Cost 2008-2009  
\$86,298.30

**Fiscal Year: 2009-2010**

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	25,922.56
Computer Aided Dispatch	27,493.62
Jail Management	14,925.11
Jail Biometric ID System	2,420.00
Mobile CAD	6,284.25
Comm. Van Cad	3,811.50
Cellular E-911 Mapping	11,651.09
Interfaces (Web, CAD, DOJ)	2,420.00

Total Maintenance Service Plan Cost 2009-2010  
\$94,928.13

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**Fiscal Year: 2010-2011**

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	28,514.81
Computer Aided Dispatch	30,242.98
Jail Management	16,417.62
Jail Biometric ID System	2,662.00
Mobile CAD	6,912.68
Comm. Van Cad	4,192.65
Cellular E-911 Mapping	12,816.20
Interfaces (Web, CAD, DOJ)	2,662.00

Total Maintenance Service Plan Cost 2010-2011  
\$104,420.90

**Fiscal Year: 2011-2012**

<u>Covered Software Licensed Program Name</u>	<u>Cost</u>
Records Management System	31,366.29
Computer Aided Dispatch	33,267.28
Jail Management	18,059.38
Jail Biometric ID System	2,928.20
Mobile CAD	7,603.95
Comm. Van Cad	4,611.92
Cellular E-911 Mapping	14,097.82
Interfaces (Web, CAD, DOJ)	2,928.20

Total Maintenance Service Plan Cost 2011-2012  
\$114,862.04

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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 1/29/08  
Phil Dold  
Technology Manager  
Sheriff's Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 1/29/08  
Bill Neves  
Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #079-S0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy Clerk

-- CONTRACTOR --

Dated: 2/6/08

TRACNET CORPORATION

By: 

President  
"Contractor"

By:   
Corporate Secretary

Dated: 2/6/08