

AGREEMENT FOR SERVICES #819-S0911

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 Tech Logic Corporation, a Wisconsin Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1818 Buerkle Road, White Bear Lake, MN 55110 and whose Agent for Service of Process is CT Corporation System, 818 West Seventh Street, Los Angeles, CA, 90017 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide radio frequency identification self check out and security system for the Main Library, and an upgrade of the software used in the El Dorado Hills Library; and

WHEREAS, Contractor 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 these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel, hardware, software, installation, and services necessary to provide radio frequency identification self check out and security system at the Main Library and software upgrades to the self check out system at the El Dorado Hills Library. Products and Services shall include those described in Exhibit "A", marked "RFID and Self – Checkout System", incorporated herein and made by reference a part hereof.

Software maintenance and license support includes the following:

Access to Online Self-Help Support Services: County shall have access to the online self-help services available at www.Tech-Logic.com.cc. The services available on this Web site include basic assistance for software fixes, information on how to purchase software maintenance and support, training information, software documentation, planned enhancement and fix information, the ability to submit and view online help tickets, and access to the software support manual.

Remote Technical Support: Contact Tech Logic for specific, task-oriented questions regarding the operation of currently supported software products. This also entitles the County to telephone and/or electronic access to Tech Logic's technical support knowledgebase and technical product specialists. Types of support available include installation, usage, product compatibility, interoperability, diagnostic information, and defect inquiries about eligible products.

Software Maintenance: Software maintenance includes remote problem analysis and assistance during normal business hours, voice access support for code-related problems, and support for routine installation and usage questions. Support for mission critical emergencies during off-shift hours. Access to a registered Web site for enhanced electronic support features. This is available only on the licenses covered and the software versions that are currently supported by Tech Logic.

Enhancements: Software enhancements are not included. Software enhancements will be purchased at an additional cost. The cost will be determined by the amount of labor and product(s) necessary to complete the request.

Upgrades: Upgrades to software will be provided by Tech Logic as they become available. Software version upgrades are included and will be scheduled with the customer at a mutually agreed upon date and time. Upgrades are done via remote session with the customer.

Maintenance of hardware for year two includes the following support:

Parts: Repairs and replacements will be made with new or remanufactured Tech Logic authorized parts of like kind and quality during the Agreement period. Expendable and/or consumable items or parts included with the equipment are not covered under this Agreement.

Telephone Support: Service includes unlimited telephone support between the hours of 8am CST to 5pm CST with a response from the right expert in less than two hours. The toll free telephone number for support is 1-866-800-9981.

Service Support: Includes response within 24 hours. County will notify Contractor of any hardware issue via telephone. Contractor will attempt to correct the issue via telephone support and remote proxy. Should County and Contractor agree that an onsite visit is required, Contractor shall provide the County with a written estimate including the anticipated travel and on-site time expected to correct the issue; upon authorization from the County, Contractor shall proceed with services. Contractor will inform the County of any access to the system via remote proxy prior to the access. Contractor will inform the Library of the reason for accessing the system.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor in phases upon receipt of hardware, software, and installation and training. Payment shall be made within thirty (30) days following the County's receipt and approval of itemized invoice(s). For the purposes hereof, the cost for all goods and services received shall be in accordance with Exhibit "A".

If applicable, County requires Contractor's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Contractor shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Contractor shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Contractor and subcontractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Contractor.

Total amount of this Agreement shall not exceed \$61,208.08.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days 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.

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ARTICLE X

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
LIBRARY SERVICES
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: JEANNE AMOS, DIRECTOR

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:

TECH LOGIC CORPORATION
1818 BUERKLE ROAD
WHITE BEAR LAKE, MN 55110
ATTN: GARY KIRK, PRESIDENT

Or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVI

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Jeanne Amos, Director, Library Services, or successor.

ARTICLE XX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator/Department Head Concurrence:

By: _____ Dated: _____

Jeanne Amos
Director
Library Services

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Tech Logic Corporation
A Wisconsin Corporation

By: _____
Gary Kirk
President
"Contractor"

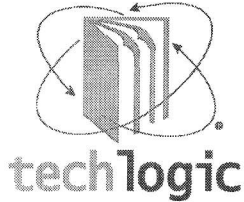
Dated: _____

By: _____
Corporate Secretary

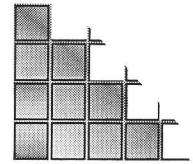
Dated: _____

EXHIBIT "A"

6/23/2009

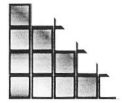


Quote Form



EL DORADO COUNTY LIBRARY

RFID and Self-Checkout System					
Please refer to Quote 061109 SW 2 when ordering					
QTY	PN	Tech Logic Products and Services	Individual Item Cost	1st Year Costs	2nd Year Costs
Hardware:					
Self Checkout System					
Staff Stations					
3	25012872	ELO Touchsystems 17" Flat Touch Screen, Swivel-Base	\$ 1,100.00	\$ 3,300.00	\$ 495.00
3	45006871	Tech Logic ABS Single Antenna with Reader - EMS	\$ 2,000.00	\$ 6,000.00	\$ 900.00
3	25012428	Epson Desktop Receipt Printer	\$ 650.00	\$ 1,950.00	\$ 292.50
3	25012273	Epson 6 foot USB cable	\$ 15.00	\$ 45.00	\$ 6.75
3	25012513	Linear Imager, Desk-Top Bar Code Scanner with Hands-Free Base	\$ 450.00	\$ 1,350.00	\$ 202.50
Staff Stations					
Security Gates					
1	45006065	Dual Walk Way Wooden Gate System With Sensource People Counter	\$ 19,000.00	\$ 19,000.00	\$ 2,850.00
1		Shipping and Handling	\$ 900.00	\$ 900.00	
Total 1st Year Costs before tax				\$ 32,545.00	
8.5% Sales Tax				\$ 2,689.83	
Total 1st Year Costs				\$ 35,311.33	
Total 2nd Year Costs (Hardware and Software)					\$4,746.75
*2 nd year Hardware maintenance optional, 2 nd year Software License & Support Required.					
Prices contained in this quote are good for 90 days.					
<i>Note: The SIP interface which integrates self check systems with ILS software is provided by the ILS vendor (e.g. TLC/CARL). SIP or SIP2 is required and will need to be acquired by the customer.</i>					
<i>Important Note: If the library is providing computers for CircIT, verify that the computers meet the minimum specifications for the computer set up available in the CircIT datasheet.</i>					
Please note that on all Tag orders, final shipment and invoice quantities are subject to a 5% variance.					



EL DORADO COUNTY LIBRARY

RFID and Self-Checkout System

Please refer to Quote 061109 SW 3.1 when ordering

QTY	PN	Tech Logic Products and Services	Individual Item Cost	1st Year Costs	2nd Year Costs
		Software:			
6	28000002	Software upgrades from ACS to CircIT		\$ -	
4	28000002	Software licenses, CircIT, New order (per seat)	\$ 2,000.00	\$ 8,000.00	
		Licensing and Support:			
10		Software Support (2nd Year costs for support are required)			\$ 4,000.00
		Total 1st Year Costs		\$ 8,000.00	
		Total 2nd Year Costs			\$ 4,000.00

*2nd year Software License & Support Required.
Prices contained in this quote are good for 90 days.

Note: The SIP interface which integrates self check systems with ILS software is provided by the ILS vendor (e.g. TLC/CARL). SIP or SIP2 is required and will need to be acquired by the customer.

Important Note: If the library is providing computers for CircIT, verify that the computers meet the minimum specifications for the computer set up available in the CircIT datasheet.

EXHIBIT "A"



Services

Please refer to Quote 010709-LT-1 when ordering

QTY	PN	Tech Logic Services	Individual Item Cost	1st Year Costs
		Installation and Training:		
1	w2	Security Gate Installation	\$ 3,850.00	\$ 3,850.00
1	s3	Installation and Training	\$ 5,300.00	\$ 5,300.00
		Total 1st Year Costs		\$ 9,150.00

*2nd year Hardware maintenance optional, 2nd year Software License & Support Required.

Prices contained in this quote are good for 90 days.

Note: The SIP interface which integrates self check systems with ILS software is provided by the ILS vendor (e.g. TLC/CARL). SIP or SIP2 is required and will need to be acquired by the customer.

Important Note: *If the library is providing computers for CircIT, verify that the computers meet the minimum specifications for the computer set up available in the CircIT datasheet.*

Please note that on all Tag orders, final shipment and invoice quantities are subject to a 5% variance.