

AGREEMENT FOR SERVICES #437-S1211
AMENDMENT I

This Amendment I to that Agreement for Services #437-S1211, made and entered into 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, duly qualified to conduct business in the State of California, whose principal place of business is 1277 Adobe Lane, Pacific Grove, CA 93950; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has entered into a separate perpetual Software Product License Agreement with Consultant identified as Agreement #714-S0811 dated March 25, 2008 and subsequent amendments (hereinafter "License Agreement") for certain programs and services relating to automated criminal information and additional law enforcement/public safety operations and management; and

WHEREAS, Consultant has been engaged by County for a Software Maintenance Service Plan (hereinafter "Maintenance Agreement"), in accordance with Agreement for Services #437-S1211, dated May 22, 2012; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the Agreement for five (5) additional years, hereby amending Article II: Term and Article III: Compensation for Services; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #437-S1211 shall be amended a first time as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall have a term of ten (10) years covering the period of July 1, 2012 through June 30, 2022. Either the 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

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposed of this Agreement, the billing rate for June 1, 2012 through June 30, 2017 shall be in accordance with original Agreement #437-S1211 dated May 22, 2012. The billing rate for July 1, 2017 through June 30, 2022 shall be in accordance with revised Exhibit "A", marked TracNet Corporation Software Maintenance Service Plan" incorporated herein and made by reference a part hereof, or Exhibit "B" included in original Agreement #437-S1211 dated May 22, 2012.

Total amount of this Agreement shall not exceed \$1,276,437.57

Except as herein amended, all other parts and sections of that Agreement #437-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Phil Dold,
Sheriff's Support Services Manager
Sheriff's Office

Dated: 5/4/17

Requesting Department Head Concurrence:

By: 
John D'Agostini
Sheriff
Sheriff's Office

Dated: 5/22/17

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #437-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Shiva Fretzen
Board of Supervisors
"County"

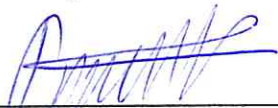
ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

TRACNET CORPORATION
A California Corporation

By: 
Patrick N. Rolle,
President
"Consultant"

Dated: 5/5/2017

By: 
Corporate Secretary

Dated: 5/5/2017

(KGA)

(#437-S1211)