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**AMENDMENT #1 TO AGREEMENT A-13561**

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**AMENDMENT #1 TO AGREEMENT A-13561 BY AND BETWEEN COUNTY OF MONTEREY & TRACNET, INC.**

**THIS AMENDMENT** is made to the AGREEMENT A-13561 for comprehensive software management system that serves Sheriff's Office and other county and external partners for the Monterey County Sheriff's Office, by and between **TRACNET, INC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

**WHEREAS**, the County and CONTRACTOR originally entered into this Agreement February 2018 with a Not to Exceed amount of \$780,016.00 and a term date ending February 22, 2021; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT by adding the \$541,823.00 to the Agreement with a new Not to Exceed amount of \$1,321,839.00 and extend the term of the agreement by two (2) years, 4 months and 7 days, with a new term ending date of June 30, 2023.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. "PAYMENT PROVISIONS" shall be amended, *"The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$1,321,839.00."*
2. "TERM OF AGREEMENT" shall be amended by, *"The term of this Agreement is from 2/27/2018 to 6/30/2023."*
3. EXHIBIT A – Scope of Services shall be amended by adding Exhibit A-1, Exhibit E-1 per Amendment #1 attached hereto, All other Exhibits remain unchanged.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 23, 2018.

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TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

TracNet, Inc.

By: 

Signature of Chair, President, or  
Vice-President

PATRICK N. ROLLE, PRESIDENT  
Printed Name and Title

Dated: 11/24/2020

Contracts/Purchasing Officer

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

Approved as to Fiscal Provisions:

DocuSigned by:



Deputy Auditor/Controller

Dated: 12/7/2020 | 1:32 PM PST

By: 

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Ken Rolle  
Printed Name and Title

Dated: 11/24/2020

Approved as to Liability Provisions:

Risk Management

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

Approved as to Form:

DocuSigned by:



Deputy County Counsel

Dated: 12/7/2020 | 1:28 PM PST

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

TracNet, Inc.

Amount: \$1,321,839.00

Term: 02/23/2018 to 06/30/2023



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## EXHIBIT A-1

To Agreement by and between  
**Monterey County Sheriff's Office, hereinafter referred to as "County"**  
**AND**  
**TracNet Inc., hereinafter referred to as "CONTRACTOR"**

### Scope of Services / Payment Provisions

**A. SCOPE OF SERVICES - In addition to services previously outlined in Exhibits A-F the following applies:**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide Software, Software Licenses and Software Maintenance for the County and its internal and external partners as outlined in Exhibit E-1.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$1,321,839.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

All reimbursement is based on numbers of licenses purchased by the Sheriff's Office and its internal and external partners, and the method chosen to purchase these licenses, which affects the annual cost of software maintenance. The table below depicts the next two years of costs for this portion of the contract, based on present license counts:

	<b>FY 2021-22</b>	<b>FY 2022-23</b>
Software Maintenance-Sheriff	181,192.52	185,722.58
Software Maintenance-Others	41,737.93	42,781.48
Software Purchase-Sheriff	12,600.00	12,600.00
Software Purchase-Others	25,000.00	25,000.00
MCSO Interfaces	7,500.00	7,687.50
	<u>\$268,030.45</u>	<u>\$273,791.56</u>

All work must be fully scoped and have a price quote and deliverables listed prior to any design/programming work beginning. All programming requests must come from the County's Information Technology Manager, Jennifer Claudel.

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TracNet, Inc.  
Amount: \$1,321,839.00  
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ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### **B.2 CONTRACTORS BILLING PROCEDURES**

Invoicing shall occur once a year for license renewals and current license payments and upon sale for any new license and its subsequent support during the fiscal year. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.