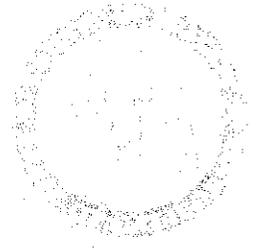


PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



MAIN OFFICE  
2929 RICHARDSON DR.  
AUBURN, CA 95603  
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION  
DRAWER 1710  
TAHOE CITY, CA 96145  
PH: (530) 581-6300 FAX: (530) 681-6377

**EDWARD N. BONNER**  
SHERIFF-CORONER-MARSHAL

**DEVON BELL**  
UNDERSHERIFF

**To:** The Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshal  
**Date:** May 22, 2012  
**Subject:** Maintenance Contract between the Placer County Sheriff Coroner-Marshal and Abtech Support Incorporated

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**Action Requested**

Approve Amendment No. 4 renewing the system support agreement between the Placer County Sheriff's Office and Abtech Support Inc. and authorize the Purchasing Manager to execute any related documents. The agreement period begins July 1, 2012 and ends June 30, 2013 with an annual cost of \$93,180.

**Background**

The original Master Support Agreement dated June 1, 2009, was approved by your Board on May 26, 2009; and included operating system and database administration support for our records, dispatch and correction management applications. In 2010 we amended this contract to include support for our two Tiburon Unix servers which were previously supported by Hewlett Packard (HP). By reducing the support from HP and continuing to have Abtech provide this service, we realized an annual savings of approximately \$9,000. The requested amendment reflects the maintenance cost for FY 2012-2013 a decrease of \$8,400 from FY 2011-2012.

**Fiscal Impact**

This contract will be in effect from July 1, 2012 to June 30, 2013 in the amount of \$93,180. This amount is included in the FY 2012-2013 Sheriff's Office Requested Budget. There is no additional impact to the General Fund.

ABTECH SUPPORT  
CONTRACT AMENDMENT # 4

Date: April 30, 2012

Customer: Placer County Sheriff's Office

Contract #: M3984

Contact: Jerry Silva

Amendment #: 4

Phone: (530) 889-4200

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Description of Amendment

The subject contract is herein amended to incorporate the attached addendum to the original agreement dated June 1, 2009.

1. Revise Exhibit B, as set forth in the Addendum, dated April 30, 2012 (attached), effective July 1, 2012.

The contract and all other terms, covenants and conditions of the above- referenced contract, except as duly modified by this and previous amendments, if any, remain in full force and effect.

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Customer: Placer County Sheriff's Office  
Support Services Division  
Information Technology Unit  
Address: 2929 Richardson Ave.  
Auburn, CA 95604

ABTECH SUPPORT  
Address: 2042 Corte Del Nogal, # D  
Carlsbad, CA 92011-1438

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED  
REVISED PER AMENDMENT #4**

The total amount payable for each task shall not exceed the amount set forth below.

A. For consultant services to be rendered under this contract, Consultant shall be paid a total First Year contract amount not to exceed \$100,000 as outlined below.

Description	Annual Rate
Preliminary Assessment	\$10,000
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$8,500 (not to exceed)
<b>Total Cost (not to exceed):</b>	<b>\$100,000</b>

Consultant shall issue monthly billings for the Database Support, Operating System Support, and Hardware Support fees. Other Professional Services shall be billed for work outside the standard scope and performed upon the specific request of the County on an as-needed basis. Such services shall be billed at the following rates:

Other Professional Services Rates

Technical Services (Normal Hours M-F 0800-1700hrs)	\$200.00 per hour
Technical Services (After Normal Hours)	\$250.00 per hour
Technical Services (Holidays)	\$300.00 per hour

*Revised per Contract Amendment #4):*

Beginning in Year three (July 1, 2012 – June 30, 2013) the annual cost for Database Support, Operating System Support, and Hardware Support shall be billed at the rates shown below

Description	Annual Rate
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Hardware Support Services	\$11,580
<b>Total Cost (not to exceed):</b>	<b>\$93,180</b>

*Revised per Contract Amendment #3):*

Beginning in Year Two (July 1, 2011 – June 30, 2012) the annual cost for Database Support, Operating System Support, and Hardware Support shall be billed at the rates shown below

Description	Annual Rate
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$18,500 (not to exceed)
Hardware Support Services	\$11,580

<b>Total Cost (not to exceed):</b>	<b>\$111,680</b>
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*Revised per Contract Amendment #2):*

Beginning in Year Two (July 1, 2011 – June 30, 2012) the annual cost for Database Support, Operating System Support, and Hardware Support shall be billed at the rates shown below

<b>Description</b>	<b>Annual Rate</b>
Database Support Services	\$62,400
Operating System Support Services	\$19,200
Other Professional Services (as needed)	\$8,400 (not to exceed)
Hardware Support Services	\$11,580
<b>Total Cost (not to exceed):</b>	<b>\$101,580</b>

*Added per Contract Amendment #1:*

Beginning in Year Three (July 1, 2010 – June 30, 2011) the annual cost for Database Support, Operating System Support, and Hardware Support shall not exceed \$101,580, plus any increase allowed by paragraph D below.

- B. Payment for services shall be made upon Consultant's satisfactory performance, based upon the scope and methodology contained in Exhibit A, Scope of Work. A County Representative shall evaluate the quality of the service performed and / or item(s) delivered and if found to be satisfactory shall provide written acceptance and agreement to initiate payment processing.
- C. Upon delivery to County of item(s) specified below and acceptance by County per paragraph B above, Consultant shall submit to the County Designated Representative an invoice for the service performed in that billing period. These invoices will cite the assigned County Blanket Purchase Order Number. County shall pay invoices or claims for satisfactory work within 30 days of acceptance. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.
- D. Each annual increase shall be at or below the U.S. Cities Consumer Price Index not to exceed an increase of 3% per year for only the services outlined in Exhibit A and performed on the equipment detailed in Exhibit C. Additional services and/or services required for additional servers will require Consultant to submit a written proposal to be approved by County prior to billing and acceptance.
- E. All Support/Maintenance Fees shall be paid within thirty (30) days of invoice at the beginning of the support period.
- F. Total includes travel, lodging and per diem. Additional charges for these services are not allowed.
- G. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Consultant to correct such work or billing or seek any other legal remedy.
- H. The Consultant will deliver to the County the following service deliverables:
  - Support per Exhibit A.

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- I. The Consultant will deliver to the County for approval the following document/media deliverables before Go-Live/turnover:
  - Maintenance Processes and Procedures Documentation
- J. In addition, the Consultant will deliver to the County the following work products:
  - Monthly Reports that include log file analysis, performance, utilization, any problems identified, and recommendations for fixing any identified problems.
- K. Consultant will issue a firm quote for out of scope modifications (change orders) upon request of the County. All quotes shall be based on the rates identified in Section A above.

