

Original

AGREEMENT FOR SERVICES #713-S0611 AMENDMENT I

This Amendment I to that Agreement for Services #713-S0611, 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 AutoMon, LLC, an operating subsidiary of AutoMon Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 14555 N. Scottsdale, Suite 300, Scottsdale, AZ 85254, and whose Agent for Service Process is Michael Mel, 16 Solana, Irvine, CA 92612 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to license, install, and maintain its case management software, per Agreement for Services #713-S0611, dated June 27, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, AutoMon Corporation desires to obtain the County's consent to assign its rights and obligations under Agreement #713-S0611 to AutoMon LLC (hereinafter "AutoMon"), by authority of **Section 18.07, Benefit of Successors and Assigns**;

WHEREAS, the parties hereto have mutually agreed to amend the terms as set forth in **Schedule 1** hereby amending **Section 13.01, Maintenance and Support Fees**, and

WHEREAS, the parties hereto have mutually agreed to increase the not to exceed amount of this agreement by \$145,466.73 (maintenance and escrow fees for years two through five), from \$205,500.00 to \$350,966.73, hereby amending **Section 14, Compensation/ Invoices/Taxes**; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this agreement hereby amending **SECTION 15.01, Term**, and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #713-S0611 shall be amended a first time as follows:

AutoMon hereby assigns, transfers, and grants to AutoMon LLC all of its rights and interests in the Original Agreement as amended herein. AutoMon hereby assumes and agrees to perform all services and responsibilities of AutoMon Corporation under Agreement #713-S0611. All references in the Original Agreement to "AutoMon Corporation" or "AutoMon" shall be deemed to include AutoMon LLC. County hereby consents to this assignment and AutoMon LLC's performance of AutoMon Corporation's responsibilities under Agreement #713-S0611, as amended herein.

SECTION 13.01

Maintenance and Support Fees:

In consideration for the maintenance and support services to be provided by AutoMon pursuant to the terms of this L&M Agreement, County agrees to pay AutoMon the Maintenance and Support Fees set for herein:

Any references to "Maintenance and Escrow" in Schedule 1 or Exhibit A are revised to include one additional year, year 5, herein as "Revised Maintenance & Escrow Schedule, including a 5% annual increase:"

Maintenance Charge for Year 1		\$0.00
Maintenance Charge for Year 2:	\$32,500.00 + \$1,250.00	\$33,750.00
Maintenance Charge for Year 3:	\$34,125.00 + \$1,312.50	\$35,437.50
Maintenance Charge for Year 4	\$35,831.25 + \$1,378.13	\$37,209.38
Maintenance Charge for Year 5	\$37,622.81 + \$1,447.04	\$39,069.85

SECTION 14

Compensation/Invoices/Taxes:

AutoMon shall invoice the County for all charges in accordance with the timetable set forth in Schedule 1. Maintenance Fees are billed annually in advance. Other services shall be invoiced Net 30 upon delivery and acceptance. Each AutoMon invoice shall be printed on AutoMon's standard printed bill form, and shall *include* the total invoiced amount and a reference to the specific items being invoiced under this L&M Agreement. Following receipt of a properly submitted invoice, the County will pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Sale, use, or excise taxes, to the extent they apply, are the responsibility of County. AutoMon will not submit an invoice nor will AutoMon collect such taxes from the County.

Schedule 1, EXHIBIT A, and any additional references in this agreement to line item payments, shall be revised to include: monies on this contract not utilized for line item payments may be utilized for customization or training on an "as-requested" basis by County at hourly rates as follows:

Any references to hourly charges in Schedule 1, Exhibit A, or any additional reference(s) shall include one additional year, year 5, herein listed as hourly charge, including a 5% annual increase adjusted following the second anniversary of Final Acceptance (FA), (July 24, 2009), and adjusting annually thereafter:

Hourly charge, year 1, Final Acceptance	\$135.00
Hourly charge, year 2, first anniversary of FA:	\$135.00
Hourly charge, year 3, second anniversary of FA:	\$141.75
Hourly charge, year 4, third anniversary of FA:	\$148.84
Hourly charge, year 5, fourth anniversary of FA:	\$156.28

The total amount of this Agreement shall not exceed \$350,966.73, inclusive of all expenses, maintenance, and escrow fees, and in accordance with EXHIBIT F, Dorado County Board of Supervisors Policy D-1, incorporated herein and made by reference a part hereof.

SECTION 15.01

Term: This agreement shall become effective when fully executed by both parties hereto and shall cover the period of June 27, 2006 through July 23, 2012.

Except as herein amended, all other parts and sections of that Agreement #713-S0611 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By: Joseph S Warchol II Dated: 4-21-09
 Joseph S Warchol II, Chief Probation Officer
 Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #713-S0611 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 --

Dated: April 16 2009

AUTOMON

By: Tom Jones
Tom Jones
President and CEO
"Contractor"

By: Nob Clark
Corporate Secretary

Dated: April 16 2009