

# ORIGINAL

## AGREEMENT FOR SERVICES #118-S1811/FENIX#243 AMENDMENT I

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This Amendment I to that Agreement for Services #118-S1811/FENIX #243, 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, a Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 6621 N Scottsdale Road, Scottsdale AZ 85250, and whose Agent for Service of Process is *Michael Mel, 9515 Soquel Drive, Suite 2013, Aptos CA 95003*, (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, Contractor has been engaged by County to provide maintenance and support services and to provide product subscription service for Ce Connect Licensed Software Products and Modules as part of AutoMon's proprietary probation, pretrial, and parole case management software for the Probation Department in accordance with Agreement for Services #118-S1811/FENIX #243, dated July 18, 2017, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the not to exceed amount of the agreement, hereby amending **ARTICLE III Compensation for Services**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #118-S1811/FENIX #243 shall be amended a first time as follows:

**ARTICLE III**

**Compensation for Services:**

- A. All invoices are due Net forty five (45) days. Support and Maintenance, and Annual Licensed Software charges are due and owing in full on the first day of the term or any renewal term. Change orders are due and owing following the County’s receipt and approval of an itemized invoice(s) identifying services rendered and completed. For the purposes of this Agreement, the fees and charges are listed in the table below labeled “Licensed Software Products”.

If the term of this Agreement is extended passed year one a four percent (4%) increase to the following support and maintenance, annual subscription fees and per hour professional service charges will apply.

Licensed Software Products			
Description	YEAR 1 2017-18	YEAR 2 2018-19	YEAR 3 2019-20
Caseload Explorer Support & Maintenance – Caseload Explorer Adult (JCPSS, Programs); Caseload Explorer Juvenile (JCPSS, Programs); and Caseload Explorer Juvenile Institutions	\$45,021.25	\$46,822.10	\$48,694.98
Ce Drug Testing (Annual Subscription Fee)	\$3,536.00	\$3,677.44	\$3,824.54
Ce Check-In (Annual Subscription Fee)	\$3,978.00	\$4,137.12	\$4,302.60
Ce Pretrial (Annual Subscription Fee)	\$2,080.00	\$2,163.20	\$2,249.73
Ce Assessments/SRF	N/A	N/A	N/A
Ce Analytics	N/A	N/A	N/A
Annual Totals	\$54,615.25	\$56,799.86	\$59,071.85
Professional Services Charge (Hourly)	\$189.00	\$196.56	\$204.42

B. Taxes: Unless otherwise stated on an invoice, Contractor's fees and charges do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The County is responsible for paying all taxes associated with the services or products purchased by the County under this Agreement. If at some future date, a change in law or a changed interpretation of existing laws results in sales tax being assessed on the products and services supplied by Contractor to the County, the County would provide a sales tax exemption certificate or pay the sales tax owed either to Contractor or directly to the State for the then current year and future years. However, if the sales tax is assessed because of a re-interpretation of existing law, the County shall not be required to pay any resulting sales tax liability that relates to calendar years prior to the year that the new interpretation is made. For clarity, Contractor is solely responsible for taxes assessable against it based on Contractor's income, property and employees.

Total amount of this Agreement shall not exceed \$180,409.46.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Probation Department - Fiscal  
3974 Durock Rd, Ste. 205  
Shingle Springs, CA 95682

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

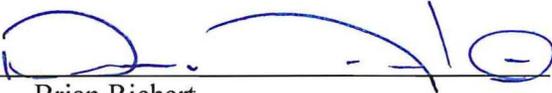
Except as herein amended, all other parts and sections of that Agreement #118-S1811/FENIX #243 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
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Paul Lewis  
Sr IT Department Coordinator  
Probation Department

Dated: 6/26/2020

**Requesting Department Head Concurrence:**

By:   
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Brian Richart  
Chief Probation Officer  
Probation Department

Dated: 6.29.20

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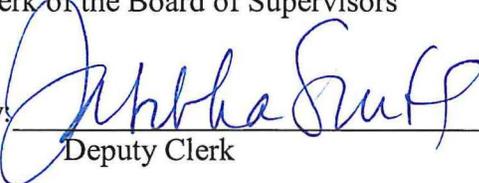
IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #118-S1811/FENIX #243 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 7/21/2020

By:   
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 7/21/2020

-- CONTRACTOR --

AUTOMON, LLC  
a Delaware Limited Liability Company

By:   
Tom Jones  
President and CEO  
"Contractor"

Dated: JUNE 24 2020

By:   
Corporate Secretary

Dated: JUNE 26, 2020