

AGREEMENT FOR SERVICES #030-S0211
AMENDMENT 01

THIS FIRST AMENDMENT to that Agreement for Services #030-S0211, 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 Professional Consultancy International, Inc., a Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4893 West Waters Avenue, Suite E, Tampa, FL 33634; (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to provide software license and support for the Revenue Collections System (hereinafter referred to as "RCS") cashiering system for the Treasurer/Tax Collector's office, in accordance with Agreement for Services #030-S0211, dated November 20, 2001, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to substitute "Microsoft SQL Server" for "Pervasive SQL Server" software in the said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add (4) back-office users licenses and add an Annual License fee for Imaging Module in the said Agreement; and

WHEREAS, the parties hereto have mutually agreed to substitute Louise Gresham for Sylvia Earl in the said Agreement; and

WHEREAS, the parties hereto have mutually agreed to update the **Conflict of Interest** clause of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add a **Ownership of Rights** clause in said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add a **Confidentiality of Data** clause in said Agreement; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #030-S0211 shall be amended a first time as follows:

ARTICLE I

Scope of Services, Paragraph 1: Consultant must be responsible for and will administer all additions, changes or deletions to the software. Additions, changes and deletions due to updated Microsoft SQL Server software will be made by the Consultant. All charges for third party Microsoft SQL software and any travel expenses are included in the monthly license fee. The County is to assist in the physical loading of the software update. Modifications requested by the County will be charged at \$100.00 per hour, with a fixed quotation provided prior to initiation of any work. Minor modifications, defined as any modification requiring less than 30 minutes labor, will be provided at no charge. Once the County approves the change, the modification will be made and tested. Consultant can dial into the system to make the necessary changes.

ARTICLE I

Scope of Services, Paragraph 7: County agrees to pay Consultant a monthly software license fee. This fee includes 800 telephone and diagnostic support, on-site support (excluding expenses) and PCI initiated system program enhancements for the life of the system. The monthly license fee for ten (10) register users is \$1,029.60 (\$12,355.20 per year) plus sales tax beginning 07/01/2008, with a 4% increase annually for subsequent years. The monthly license fee for four (4) back-office users is \$200.00 (\$2,400.00 per year) plus sales tax for the period beginning 07/01/2007 thru 06/30/2008 and \$208.00 (\$2,496.00 per year) plus sales tax beginning 07/01/2008, with a 4% increase for subsequent years. Additional licenses may be added to this agreement at the then-current monthly rate for register users and back-office users. The annual license fee for the Imaging Module \$4,556.00 plus sales tax beginning 07/01/2008, with a 4% increase for subsequent years.

ARTICLE XIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XV

Deleted in its Entirety

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Louise Gresham, Assistant Treasurer/Tax Collector, Treasurer/Tax Collector's Office, or successor.

ARTICLE XXIV

Ownership of Rights: County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or sub-contractors, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE XXV

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County’s actions on the same, except to the County’s staff, Consultant’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County’s written permission.

Except as herein amended, all other parts and sections of that Agreement #030-S0211 shall remain unchanged and in full force and effect.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 10/09/08
Louise Gresham
Assistant Treasurer-Tax Collector
Treasurer-Tax Collector's Office

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 10/10/08
Cherie Raffety
Treasurer-Tax Collector
Treasurer-Tax Collector's Office

IN WITNESS WHEREOF, the parties hereto have executed this 1st Amendment to that Agreement for Services #030-S0211 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

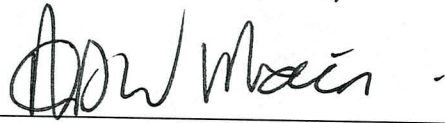
Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

--CONSULTANT--

Dated: 8/20/08

By: 
Alastair Main
President
"Consultant"

By: 
Corporate Secretary

Dated: 8/20/08

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