

## AGREEMENT FOR SERVICES #030-S0211

### AMENDMENT II

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This Amendment II 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 Florida Company, now owned and operating as PCI LLC, a Florida LLC, and DBA PCI Software Solutions LLC, duly qualified to conduct business in the State of California, whose principle place of business is 4893 W Waters Avenue, Suite E, Tampa, FL 33634 and whose Agent for Service of Process is Corpgate INC., at 5401 Scotts Valley Drive, CA 95066; (hereinafter referred to as "Contractor");

#### **RECITALS**

**WHEREAS**, Professional Consultancy International Inc., has been engaged by County under Agreement for Services #030-S0211, and Amendment I, to provide software license and support for the Revenue Collection System cashiering system services for the Treasurer-Tax Collector Office; and

**WHEREAS**, Professional Consultancy International Inc. has become a Limited Liability Corporation effective July 30, 2009 and is now doing business as PCI LLC dba PCI Software Solutions LLC; and

**WHEREAS**, Professional Consultancy International Inc., will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of Agreement for Services 030-S0211, as approved by the El Dorado County Board of Supervisors and executed on November 30, 2001, Amendment I, dated November 18, 2008 incorporated herein and made by reference a part hereof; and

**WHEREAS**, PCI LLC dba PCI Software Solutions LLC, acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement for Services 030-S0211, and as thereafter required by the Agreement; and

**WHEREAS**, PCI LLC dba PCI Software Solutions LLC will assume all Contractor's duties, responsibilities and obligations under the Agreement, including providing outstanding duties and responsibilities associated with providing software license and support for the Revenue Collection System cashiering system services for the Treasurer-Tax Collector Office, under the terms and conditions of Agreement for Services 030-S0211, Amendment I; and

**WHEREAS**, County will accept this Amendment II on condition that PCI LLC dba PCI Software Solutions LLC fulfill the terms and conditions of this Amendment II, and the original Agreement for Services #030-S0211 and Amendment I.

**WHEREAS**, the parties hereto have mutually agreed to add:

**ARTICLE XXVI Audit by California State Auditor:** Consultant/Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant/Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

**NOW, THEREFORE**, the parties agree to the assignment of the subject Agreement from Professional Consultancy International Inc., effective July 1, 2013 and that PCI LLC dba PCI Software Solutions LLC assumes all duties, covenants and obligations of the Contractor under this Agreement and is responsible for executing the work after the effective date, in accordance with all terms and conditions as defined in the original Agreement for Services #030-S0211, and Amendment I; and that Professional Consultancy International Inc. shall remain liable, jointly and severally, for all work performed prior to the effective date, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein above.

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

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Shari Sumpter  
Assistant Treasurer-Tax Collector

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

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
C.L. Raffety  
Treasurer-Tax Collector

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement #030-S0211 on the dates indicated below.

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

-- CONTRACTOR --

PCI LLC dba PCI Software Solutions LLC

By: \_\_\_\_\_  
Alastair Main  
President  
"Contractor"

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

By: \_\_\_\_\_  
Corporate Secretary

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

(SDM)

(#030-S0211)