

ORIGINAL

AGREEMENT FOR SERVICES #713-S0611 AMENDMENT II

This second Amendment 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, and Amendment I, dated April 16, 2009, incorporated herein and made by reference a part hereof; and

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 \$125,000.00 (amount includes maintenance and escrow fees for years six and seven, plus approximately \$40,000.00 to be used for customization and/or subscription fees on an as-requested/as-needed basis), from \$350,966.73 to \$475,966.73, hereby amending **Section 14, Compensation/ Invoices/Taxes**; and

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

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

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 two additional years, year 6 and 7, estimated * herein as

"Revised Maintenance & Escrow Schedule, including a 5% annual increase "

Maintenance Charge for Year 1	\$0.00 (2007/08)
Maintenance Charge for Year 2:	\$32,500.00 + \$1,250.00\$33,750.00 (2008/09)
Maintenance Charge for Year 3:	\$34,125.00 + \$1,312.50\$35,437.50 (2009/10)
Maintenance Charge for Year 4	\$35,831.25 + \$1,378.13\$37,209.38 (2010/11)
Maintenance Charge for Year 5	\$37,622.81 + \$1,447.04\$39,069.85 (2011/12)
Maintenance Charge for Year 6	\$39,503.95 + \$1,519.39\$41,023.34 (2012/13)
Maintenance Charge for Year 7	\$41,479.15 + \$1,595.36\$43,074.51 (2013/14)

* per **Schedule 1, Explanations and Assumptions: item 5. Modifications and Interfaces.**

AutoMon will issue a firm quote for out of scope modifications and Interfaces upon request of County. Eighteen and half percent of the negotiated cost of out of scope modifications and interfaces will be added to the annual maintenance charge for Licensed Software maintenance. Modifications and interfaces completed subsequent to 'Acceptance" of the application will be covered by the then existing warranty or maintenance agreement. The additional maintenance charge will be added to the next annual renewal of the Licensed Software maintenance agreement.

OPTIONAL SUBSCRIPTION of "Ce Assessments, & SRF Annual Subscription"

This application subscription is available on an as-requested basis, with written approval of Chief Probation Officer. Automon's "Ce Assessments" provides a fully integrated system for public domain and proprietary instruments and Supervised Release Files (SRF) submission to Department of Justice (DOJ).

Ce Assessments & SRF Annual Subscription includes, but not limited to: Installation and configuration of Ce Sync, Criminal History and Assessment overview panel on offender overview screen for Adults and Juveniles; setup and configuration of SRF interface with California DOJ; Criminal History & Overview Page Panel; and web training for CE Assessments and SRF.

Subscription Rate: \$5,500 for year 1 with an annual increase of 5% thereafter.

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 two additional years, years 6 and 7, 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 (FA)	\$135.00	(2007/08)
Hourly charge, year 2, first anniversary FA	\$135.00	(2008/09)
Hourly charge, year 3, second anniversary FA	\$141.75	(2009/10)
Hourly charge, year 4, third anniversary FA	\$148.84	(2010/11)
Hourly charge, year 5, fourth anniversary FA	\$156.28	(2011/12)
Hourly charge, year 6, fifth anniversary FA	\$164.09	(2012/13)
Hourly charge, year 7, sixth anniversary FA	\$172.29	(2013/14)


The total amount of this Agreement shall not exceed \$475,966.73, inclusive of all expenses, maintenance, 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, 2014.

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

REQUESTING CONTRACT ADMINISTRATOR/DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 6-26-12
Gregory S. Sly, Chief Probation Officer
Probation Department

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #713-S0611 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
John R. Knight, Chair
Board of Supervisors
"County"


ATTEST:
Terri Daily, Interim Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 6/20/2012

AUTOMON, LLC

By: 

Tom Jones
President and CEO
"Contractor"

By: 

Corporate Secretary

Dated: 6/20/2012

(DMH)

713-S0611 AMDT II