

CATALIS COURTS & LAND RECORDS, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4889

THIS FIRST AMENDMENT to that Agreement for Services #4889 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; now operating as Catalis Courts & Land Records, LLC, a Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 3025 Windward Plaza Suite 200, Alpharetta GA 30005 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, pursuant to a restructuring by AutoMon LLC's parent companies, AutoMon has been transferred and merged into its direct parent, Catalis Courts & Land Records LLC. Catalis Courts & Land Records (Catalis) replaces AutoMon LLC as a party to this agreement;

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 Catalis's proprietary probation, pretrial, and parole case management software for the Probation Department, in accordance with Agreement for Services #4889, dated July 14, 2020; incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add services, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$1,500.00, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto agree to amend the Agreement to reflect the corporate name change and update the notice recipients, amending **ARTICLE XII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to include verbiage pertaining to the Levine Act, amending **ARTICLE XIX, Conflict of Interest**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #4889 on the following terms and conditions:

- I.** All References to AutoMon LLC or AutoMon shall be changed to Catalis Courts & Land Records, LLC.

II. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide software support and maintenance, and product subscription services for the software products listed on attached Exhibit A, AutoMon Pricing, Annual Charges for Licensed Software. These services shall conform to the terms and conditions set forth in this agreement, including the Master Subscription Agreement attached as Exhibit B and AutoMon’s Software Maintenance Services Customer Handbook, attached as Exhibit C.

Contractor to provide the following software maintenance and support services (collectively referred to as “Support Services”):

- A. **Telephone Support.** Contractor shall provide County with telephone support services for Licensed Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County recognized holidays (“**Regular Support Hours**”). In addition, Contractor will provide after-hours support on a paid hourly basis. Response to after-hours calls from County shall be returned by the next business day.
- B. **Error Corrections.** Contractor will respond to any Errors reported by County in accordance with its response policy attached hereto included in Exhibit C, Software Maintenance Services Customer Handbook.
- C. **Releases and Versions.** Contractor will provide the County with new Versions of the Licensed Software at no additional cost so long as this Agreement remains in effect and the County is current with its financial obligations with Contractor. The delivery of each Version and Release will include Installation, any necessary data conversions, and Release documentation that will include Release/Version notes, and updated Training materials. Notwithstanding anything in the foregoing to the contrary, the County shall, at its own expense, be responsible for the User Training with respect to each Version and Release. Contractor will maintain the functionality of Customizations, Enhancements, and Interfaces performed by Contractor and provided for under this Agreement or any Change Order in all new Versions and Releases, unless otherwise agreed by the County and Contractor. County understands implementation of new Releases may require County to upgrade its Computer Systems. Moreover, new Releases may entail costs to the County associated with Contractor performing an analysis of the impact on the new Release to determine effect on County-performed modifications to the Software as well as manipulation to and migration of data that new Releases occasion. In some instances, Contractor in its sole discretion may determine that new functionality in the Licensed Software may comprise a New Product. New products are not included in new Versions or Releases and may entail additional fees and may need to be separately licensed by the County. Such separate license or subscriptions may entail additional service fees. The County will not be charged for a New Product, additional fees, or for

professional services without a written Change Order authorized by the County.

D. **Supported Licensed Software.** Contractor's obligation to provide Support Services shall extend only to the current Release and prior Version.

E. **Ce Check-In, Drug Testing & Pretrial Data Extract Service – Quarterly.** Annual subscription

1. Catalis will create an SQL database backup each quarter including all the data collected by County's Ce Check-in, Ce Drug Testing, and Ce Pretrial instances.
2. Catalis will deliver the data in an encrypted, compressed .bacpac file format to the County's designated SFTP site each quarter.
3. Catalis will provide the County a Data Dictionary of the data sets.

F. **County Obligations.**

1. **Help Desk.** County will maintain an internal Help Desk to provide first level user support to County's Users relating to basic system and application Licensed Software questions or problems. Only County's Authorized Representatives are authorized to contact Catalis's Help Desk and only after attempting to resolve user errors, or issues that are caused by the County's Computer Systems.
2. **Computer Systems Responsibility.** County shall perform all tasks necessary to prepare and maintain its Computer Systems for the use of the Licensed Software by County.
3. **Licensed Software Administration.** County, as a general matter, shall perform all tasks associated with the administration of the Licensed Software, including without limitation, (i) add, modify, remove, and otherwise maintain users, templates, lookups, and logons and passwords, (ii) transfer of offenders between officers, (iii) maintaining calendars, (iv) merging or deleting of offenders, associates and organizations and similar application administration functions.
4. **Communications Equipment.** County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Licensed Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's responsibility to perform support and maintenance on the Licensed Software.
5. **Data Security for County Servers.** County shall, at its own expense, install and periodically update a computer virus program, firewalls, and other data security measures on the County's Computer Systems appropriate to protect the Data from unauthorized disclosure and to avoid the transmission of viruses and similar malicious code. Contractor shall not be responsible for any computer virus originating from the County and expressly

disclaims any liability for loss or damage caused by any computer virus on County's Computer Systems.

6. **Security.** County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to or disclosure from the Computer System. Contractor shall not be responsible for any security breach on the County's Computer Systems and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System other than that which is caused by an employee of Contractor.
 7. **SQL Server.** A local instance of SQL Server 2019 or greater is required to restore the databases Catalis will provide to the County. The costs for SQL Server are not included and it is the Customer's responsibility to meet this requirement.
- G. **Services Outside Scope, Exclusions.** The exclusions set forth in Article I, H (Scope of Service, No Support for LAN, Computer Systems, and Third-Party Software) and Article XVI; C (Confidential Information, Exceptions) shall apply to Contractor's obligations to provide Support Services under this Section.
- H. **Change Orders, Process.** The parties agree that County may request additional services not covered under this Agreement by delivering to Contractor a Change Order request. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Licensed Software and reports in order to provide detailed estimate for the requested work. The County understands and acknowledges that Contractor shall not undertake detailed specification development or estimate preparation until a signed Change Order authorizing such work is signed by County. The County shall be charged at the rates set forth in Article III (Compensation for Services) for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Article III (Compensation for Services), unless specified otherwise in the Change Order. Any impact on the Subscription Software Fee will also be reflected in the Change Order. Notwithstanding the preceding sentence, Contractor will not assess a maintenance surcharge or increase in the Subscription Software Fee related to a Change Order for technical services performed for the County that do not modify the Licensed Products in a way that requires Contractor to maintain a separate version or special configuration on behalf of the County over time, nor for Change Orders for training, training materials, or training preparation.

- I. **No Support for LAN, Computer Systems, and Third-Party Software.** Contractor does not offer or provide support for Computer Systems, local area networks, or Third Party Software.

III. **ARTICLE III, Compensation for Services, Paragraph Five** of the Agreement is amended to read as follows:

ARTICLE III

Compensation for Services: The total amount of this Agreement, as amended, shall not exceed \$197,035.23, inclusive of all costs and expenses.

IV. **ARTICLE XII, Notice to Parties,** of the Agreement, Notices to Contractor is amended to read as follows:

Notices to Contractor shall be addressed as follows:

Catalis Courts & Land Records, LLC
3025 Windward Plaza Suite 200
Alpharetta GA 30005
ATTN: Contract Administration

or to such other location as the Contractor directs.

V. **ARTICLE XIX, Conflict of Interest,** of the Agreement is amended in its entirety to read as follows:

ARTICLE XIX Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- 1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #4889 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4889 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - CONTRACTOR - -

Catalis Courts & Land Records, LLC
a Limited Liability Company

By: _____
Signature

Dated: _____

Printed Name

Title

Catalis Courts & Land Records, LLC

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual