

AGREEMENT FOR SERVICES #273-S0811
AMENDMENT I

This Amendment I to Agreement for Services #273-S0811, 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 Daystar Computer Systems, Inc., an Illinois Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 600 Jackson Boulevard, Chicago, IL 60661 and whose Agent for Service of Process is Corporate Creations Network, Inc., 131A Stony Circle, #500, Santa Rosa, CA; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide a Legistar integrated agenda workflow system specifically capable of the generation and maintenance of agenda documentation for use by the Board of Supervisors, various County departments, commissions, committees, and the public within El Dorado County, in accordance with Agreement for Services #273-S0811, dated October 1, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to the implementation and use of Legistar's hosted service InSite, hereby amending **Article I – Scope of Services section A1** and

WHEREAS, the parties hereto have mutually agreed to increase the annual and perpetual compensation, hereby amending **Article III – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to revised Indemnity language, hereby amending **Article XI – Indemnity**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #273-S0811 shall be amended a first time as follows:

ARTICLE I
Scope of Services

A: Software License

1. Consultant grants and County accepts a perpetual, nonexclusive and non-transferable license to use the Consultant's application (the "Software"), described as Legistar. In addition, Consultant will provide the general public with query only access to the County's Legistar data and legislative documents which the County has designated as publicly accessible through Legistar's hosted service, InSite.

ARTICLE III

Compensation for Services: For services and all deliverables provided herein, County agrees to pay Consultant annually in advance and within thirty (30) days following County’s receipt and approval of itemized invoice(s). Payment for all included support and hosted InSite service shall be one annual payment of \$13,507 as amended and payable thirty (30) days following the first day of the effective period as stated in **ARTICLE II** above. County and Consultant Agree that after the initial one (1) year period of this Agreement, the annual compensation for services to be provided upon renewal may increase by no more than five (5) percent annually. The total amount of this Agreement as amended shall not exceed \$13,507 annually and an amount less than or equal to the previous annual payment plus a five (5) percent increase for each subsequent year.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance, or negligence of the County, its officers and employees, or as expressly prescribed by statute. Consultant shall not be responsible for the accuracy, Legality or the appropriateness of data or documents entered and maintained solely by the county into the database provided by the Consultant. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Except as herein amended, all other parts and sections of that Agreement #273-S0811 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Kelly Webb
Principal Administrative Analyst
Chief Administrative Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Gayle Erbe-Hamlin
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #273-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- CONSULTANT --

DAYSTAR COMPUTER SYSTEMS, INC
A ILLINOIS CORPORATION

By: _____
Ron Cichon, President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____