

AGREEMENT FOR SERVICES #064-S1510
AMENDMENT I

This Amendment I to that Agreement for Services #064-S1510, 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, successor in interest to AutoMon Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10450 N. 74th Street, Suite 210, Scottsdale, AZ 85258, and whose Agent for Service of Process is *Michael Mel, 16 Solana, Irvine, CA 92612* (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide maintenance and support services for AutoMon's proprietary probation, pretrial and parole case management software, in accordance with Agreement for Services #064-S1510, dated January 7, 2015; and

WHEREAS, the parties hereto have mutually agreed to extend the term for the first of two optional one-year extensions, hereby amending **Article III, Term**; and

WHEREAS, the parties hereto have mutually agreed to increase the overall Agreement total by \$85,000.00 for a shall not exceed amount of \$148,000.00, hereby amending **Article IV, Compensation for Services**; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #064-S1510 shall be amended a first time as follows:

ARTICLE III

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the one (1) year term of July 24, 2014 through July 23, 2015. This Agreement may be extended for two (2) additional one-year extensions if written notice by the Chief Probation Officer is given to the Contractor, thirty (30) days prior to the expiration date.

*First of two optional one-year extensions shall cover the period of July 24, 2015 through July 23, 2016;

ARTICLE IV

- A. Compensation for Services:** All invoices are due Net forty five (45) days. Annual maintenance and support charges for Licensed Software are due and owing on the first day of the term or any renewal term. Change orders are due and owing following the County's receipt and approval of an itemized invoice(s) identifying services rendered and completed. For the purposes of this Agreement, the annual maintenance and support charges for the products listed on Licensed Software Products and Modules, Attachment C will be \$39,265.00 and any additional Professional Service Charges will be at the rate of \$180.00 per hour.

If the term of this agreement is extended passed year one a five percent (5%) increase to both the annual maintenance & support and the per hour professional service charge will be added with each annual renewal or extension.

Description	Year Two 7/24/15-7/23/16	Year Three 7/24/16-7/23/17
Annual Maintenance & Support for Caseload Explorer Licensed Software	\$41,228.25	\$43,289.66
Professional Service Charge (Hourly)	\$189.00	\$198.45

- A. Reimbursable Expenses.** AutoMon's travel related costs associated with change orders shall be reimbursable, as long as those costs are authorized in advance in writing by the County and consistent with the County's Travel Policy, as set forth in Attachment D.

B. Taxes. Unless otherwise stated, AutoMon's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The County is responsible for paying all Taxes associated with the services or products purchased by the County under this Agreement. If at some future date, a change in law or a changed interpretation of existing law results in sales tax being assessed on the products and services supplied by AutoMon to the County, the County would provide a sales tax exemption certificate or pay the sales tax owed either to AutoMon or directly to the State for the then current year and future years. However, if the sales tax is assessed because of a re-interpretation of existing law, the County would not have to pay any resulting sales tax liability that relates to calendar years prior to the year that the new interpretation is made. For clarity, AutoMon is solely responsible for taxes assessable against it based on AutoMon's income, property and employees.

Total amount of this Agreement shall not exceed \$148,000.00.

Except as herein amended, all other parts and sections of that Agreement #064-S1510 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Paul Lewis, Sr. IT Department Coordinator
Probation Department

Dated: 5/21/15

Requesting Department Head Concurrence:

By: 
Brian Richart, Chief Probation Officer
Probation Department

Dated: 5/22/15

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #064-S1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

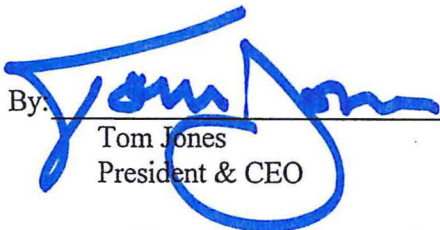
By: _____
Chair
Board of Supervisors
"County"

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

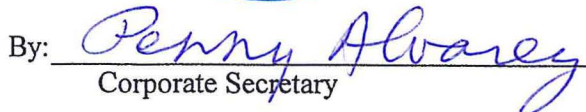
By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

AUTOMON, LLC
"Contractor"

By:  _____
Tom Jones
President & CEO

Dated: MAY 27 2015

By:  _____
Penny Alvarez
Corporate Secretary

Dated: MAY 27 2015

ATTACHMENT C
**revised as part of Amendment I*

Licensed Software Products and Modules

Software that has or has not been licensed by County.

* This Attachment may be modified to add additional functionality and products in the future by amending in writing, authorized and signed by both parties.

Caseload Explorer

Module Name	Licensed, Yes/No
Caseload Explorer –Adult (JCPSS, Programs)	Yes
Caseload Explorer –Juvenile Probation (JCPSS, Programs)	Yes
Caseload Explorer –Juvenile Institutions	Yes
Caseload Explorer –Accounting	No