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**AMENDMENT NO. 1 TO SERVICE AGREEMENT**

This Amendment No. 1 to Service Agreement A-20-442 (“Amendment No. 1”) is dated January 24, 2023 and is between Kofile Technologies Inc., a Delaware corporation, whose address is 6300 Cedar Springs Road, Dallas, TX 75235 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On November 3, 2020, the County and the Contractor entered into that certain agreement with Kofile Technologies Inc., which is County Agreement A-20-442 (“Agreement”), for the County’s purchase of document digitization and preservation services of records pertaining to the historical meetings of the County’s Board of Supervisors (“historical records”) , archival-quality storage system for those vital records, and QuickLink Software program for digital indexing of the historical records from the Contractor.

B. The Agreement had an initial term of three years, covering November 3, 2020 through November 2, 2023, with two (2) additional consecutive twelve (12) month renewal periods, through and including November 2, 2025.

C. In the Agreement, a tentative schedule of services was outlined for each of the five (5) contract years, as follows: Year 1 includes all Ordinances, Indexes to Board of Supervisors Meetings and Minutes to the Meetings, volumes 27-32; Year 2 includes Board of Supervisors Meeting Minutes, volumes 33-77; Year 3 includes Board of Supervisors Meeting Minutes, volumes 78-121; Year 4 includes Board of Supervisors Meeting Minutes, volumes 122-165; and Year 5 includes Board of Supervisors Meeting Minutes, volumes 166-210. To date, all five phases of this tentative schedule have been completed.

D. The Contractor has digitized, preserved, and indexed all historical records ahead of the phase schedule as outlined in the Agreement, and all records have been placed in the archival-quality physical storage system pursuant to the Agreement. In that process, however, the Contractor made the County aware of certain unaccounted pages in the historical records that also needed preservation, and the Contractor completed the preservation of these unaccounted pages in the historical records.

1 E. The County and the Contractor now desire to retroactively amend the Agreement to add  
2 the additional services already performed by the Contractor as related to the preservation of  
3 such unaccounted pages, and to increase total contract compensation, as provided herein.

4 F. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of  
5 which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

6 1. Section 6. COMPENSATION/INVOICING.

7 The Agreement's provisions on page 16, lines 3 through 10, are deleted in its entirety and  
8 replaced with:

9 "Subsection G. Supplemental Inventory Reconciliation. The County agrees to pay  
10 \$150,000 for unused pages within the historical records that have been restored, as  
11 outlined in Exhibit C – Reconciliation of Work for contracted work for Phase Nos. 3 – 5  
12 as outlined in the Agreement, attached and incorporated herein by this reference. The  
13 parties acknowledge and agree that such services were performed between August  
14 2021 and June 2022, and that such performance was efficient. Kofile has agreed to a  
15 reduced rate due to this unanticipated condition. A 22% discount has been applied to the  
16 preservation services for the supplementary preservation services already rendered.

17 The Contractor shall submit monthly invoices referencing the provided contract  
18 number via mail, to the County of Fresno, Department of Internal Services, Attention:  
19 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA  
20 93612. The County shall pay the Contractor within forty-five (45) days of receipt of an  
21 approved invoice. The County shall remit payment to the Contractors address specified  
22 in the approved invoice.

23 The total maximum compensation payable to the Contractor during the term of  
24 this Agreement is \$1,152,124.37. It is understood that all expenses incidental to the  
25 Contractor's performance of services under this Agreement shall be borne solely by the  
26 Contractor."

27 2. Exhibit C - Reconciliation of Work for Phase Nos. 3 – 5, as outlined in the Agreement is  
28 added in its entirety.

1 3. When both parties have signed this Amendment No. 1, the Agreement, and this  
2 Amendment No. 1, together constitute the Agreement.

3 4. Section 16 ENTIRE AGREEMENT.

4 The Agreement's provisions on page 22, lines 19-22 of the Agreement are deleted and  
5 replaced with the following:

6 "This Agreement constitutes the entire agreement between Contractor and  
7 County with respect to the subject matter hereof, and supersedes all previous  
8 Agreement negotiations, proposals, commitments, writings, advertisements,  
9 publications, and understandings of any nature whatsoever unless expressly included in  
10 this Agreement. In the event of any inconsistency in interpreting the documents which  
11 constitute this Agreement, the inconsistency shall be resolved by giving precedence in  
12 the following order of priority: (1) This Amendment No. 1; (2) Exhibit C; (3) this  
13 Agreement without Exhibits A, B, and C; (4) Exhibit A; and (5) Exhibit B.

14 5. The Contractor represents and warrants to the County that:

- 15 a. The Contractor is duly authorized and empowered to sign and perform its  
16 obligations under this Amendment No. 1
- 17 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly  
18 authorized to do so and his or her signature on this Amendment No. 1 legally  
19 binds the Contractor to the terms of this Amendment No. 1.

20 6. The parties agree that this Amendment No. 1 may be executed by electronic signature  
21 as provided in this section.

- 22 a. An "electronic signature" means any symbol or process intended by an individual  
23 signing this Amendment No. 1 to represent their signature, including but not  
24 limited to (1) a digital signature; (2) a faxed version of an original handwritten  
25 signature; or (3) an electronically scanned and transmitted (for example by PDF  
26 document) version of an original handwritten signature.
- 27 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is  
28 deemed equivalent to a valid original handwritten signature of the person signing

1 this Amendment No. 1 for all purposes, including but not limited to evidentiary  
2 proof in any administrative or judicial proceeding, and (2) has the same force and  
3 effect as the valid original handwritten signature of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section  
5 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
6 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

7 d. Each party using a digital signature represents that it has undertaken and  
8 satisfied the requirements of Government Code section 16.5, subdivision (a),  
9 paragraphs (1) through (5), and agrees that each other party may rely upon that  
10 representation.

11 e. This Amendment No. 1 is not conditioned upon the parties conducting the  
12 transactions under it by electronic means and either party may sign this  
13 Amendment No. 1 with an original handwritten signature.

14 7. This Amendment No. 1 may be signed in counterparts, each of which is an original, and  
15 all of which together constitute this Amendment No. 1.

16 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
17 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
18 effect.

19 [SIGNATURE PAGE FOLLOWS]  
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory  
2 clause.

3 KOFILE TECHNOLOGIES, INC.

COUNTY OF FRESNO

4 Jonathan Mohn

Jonathan Mohn (Dec 16, 2022 13:37 CST)

5 Jonathan Mohn, President

6 6300 Cedar Springs Road  
7 Dallas, TX 75235

Sal Quintero

8 Sal Quintero, Chairman of the Board of  
9 Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By: Hanamb  
11 Deputy

12 For accounting use only:

13 Org No.: 2540  
14 Account No.: 7295  
15 Fund No.: 0001  
16 Subclass No.: 10000

17 Org No.: 8905  
18 Account No.: 7311  
19 Fund No.: 1020  
20 Subclass No.: 10000

**Exhibit C**  
**Reconciliation of Work for Phase Nos. 3-5, Pursuant to Agt. A-20-442**

Reconciliation of Work for Phases 3 - 5				
Record Series	Volume	Date Range	Original Totals	Discounted Totals
Minutes	173	1970-1970	\$ 4,854.35	\$ 3,706.00
	174	1970-1970	\$ 4,460.00	\$ 3,312.00
	175	1970-1970	\$ 4,230.00	\$ 3,082.00
	176	1970-1970	\$ 5,170.00	\$ 4,022.00
	177	1970-1970	\$ 5,460.00	\$ 4,312.00
	178	1970-1970	\$ 5,770.00	\$ 4,622.00
	179	1970-1971	\$ 5,610.00	\$ 4,462.00
	180	1971-1971	\$ 4,550.00	\$ 3,402.00
	181	1971-1971	\$ 4,850.00	\$ 3,702.00
	182	1971-1971	\$ 5,000.00	\$ 3,852.00
	183	1971-1971	\$ 4,860.00	\$ 3,712.00
	184	1971-1971	\$ 5,380.00	\$ 4,232.00
	185	1971-1971	\$ 4,850.00	\$ 3,702.00
	186	1971-1971	\$ 4,880.00	\$ 3,732.00
	187	1971-1972	\$ 4,940.00	\$ 3,792.00
	188	1972-1972	\$ 5,110.00	\$ 3,962.00
	189	1972-1972	\$ 5,040.00	\$ 3,892.00
	190	1972-1972	\$ 5,800.00	\$ 4,652.00
	191	1972-1972	\$ 4,370.00	\$ 3,222.00
	192	1972-1972	\$ 4,670.00	\$ 3,522.00
	193	1972-1972	\$ 4,950.00	\$ 3,802.00
	194	1972-1972	\$ 5,700.00	\$ 4,552.00
	195	1973-1973	\$ 4,750.00	\$ 3,602.00
	196	1973-1973	\$ 5,050.00	\$ 3,902.00
	197	1973-1973	\$ 5,370.00	\$ 4,222.00
	198	1973-1973	\$ 4,780.00	\$ 3,632.00
	199	1973-1973	\$ 5,330.00	\$ 4,182.00
	200	1973-1973	\$ 6,950.00	\$ 5,802.00
201	1973-1973	\$ 4,810.00	\$ 3,662.00	
202	1973-1973	\$ 5,060.00	\$ 3,912.00	
203	1973-1973	\$ 5,170.00	\$ 4,022.00	
204	1973-1974	\$ 5,250.00	\$ 4,102.00	
205	1974-1974	\$ 5,150.00	\$ 4,002.00	
206	1974-1974	\$ 5,580.00	\$ 4,432.00	
207	1974-1974	\$ 4,790.00	\$ 3,642.00	
208	1974-1974	\$ 5,180.00	\$ 4,032.00	
209	1974-1974	\$ 4,820.00	\$ 3,672.00	
210	1974-1974	\$ 5,080.00	\$ 3,932.00	
<b>RECONCILIATION TOTAL</b>			<b>\$ 193,624.35</b>	<b>\$ 150,000.00</b>