

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 7th day of July, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and Relias LLC., a private, for-profit corporation, whose address is 1010 Sync Street, Morrisville, North Carolina, 27650 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 18-419, dated the 7th day of August, 2018 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide access to its learning management system and provide professional services related to that system to COUNTY; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase compensation to CONTRACTOR to allow for additional e-learning training licenses to accommodate COUNTY contracted providers.

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

1. Sections 4.1 and 4.1a of the Agreement, located on page 6 is deleted in its entirety and replaced with the following:

4.1 Compensation. For the period of September 1, 2018 through August 31, 2019, the maximum compensation for services rendered by CONTRACTOR related to e-learning training licenses shall not exceed Seventy Six Thousand Five Hundred Eighty Three and 55/100 Dollars (\$76,583.55) for all services.

For the period of September 1, 2019 through August 31, 2020, the maximum compensation for services rendered by CONTRACTOR related to e-learning training licenses shall not exceed One Hundred Twenty Six Thousand Seventeen and 17/100 Dollars (\$126,017.17) for all services.

For the period of September 1, 2020 through August 31, 2021 the maximum compensation for services rendered by CONTRACTOR related to e-learning training licenses shall not exceed One Hundred Ninety Eight Thousand Nine Hundred Forty One and 82/100 Dollars

1 (\$198,941.82) for all services.

2 For the period of September 1, 2021 through August 31, 2022, the maximum
3 compensation for services rendered by CONTRACTOR related to e-learning training licenses shall not
4 exceed Two Hundred Four Thousand Four Hundred Two and 71/100 Dollars (\$204,402.71) for all
5 services.

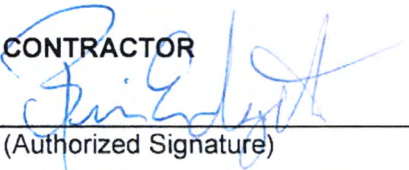
6 For the period of September 1, 2022 through August 31, 2023, the maximum
7 compensation for services rendered by CONTRACTOR related to e-learning training licenses shall not
8 exceed Two Hundred Ten Thousand One Hundred Thirty Six and 65/100 Dollars (\$210,136.65) for all
9 services."

10 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
11 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
12 shall be considered the Agreement.

13 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
14 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
15 in full force and effect.

16 EXECUTED AND EFFECTIVE as of the date first above set forth.

18 **CONTRACTOR**

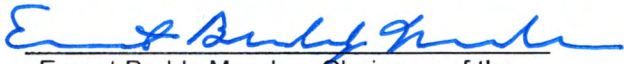
19 
20 (Authorized Signature)

21 Brian Isgett, General Counsel + Secretary
22 Print Name & Title

23 1010 Sync Street, Suite 100

24 Morrisville, NC 27560

COUNTY OF FRESNO

25 
26 Ernest Buddy Mendes, Chairman of the
27 Board of Supervisors of the County of
28 Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Susan Bishop Deputy

1 Mailing Address

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

8 FOR ACCOUNTING USE ONLY:

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10 Fund:

11 0001

12 Subclass:

13 10000

14 ORG:

15 56304756

16 Account:

17 7295

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By: Attestation on page two
Deputy