

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement No. 19-034 ("First Amendment") is made and entered into this 18th day of January, 2022 ("Effective Date"), by and between the County of Fresno, a political subdivision of the state of California ("COUNTY"), and Levi, Ray & Shoup, Inc., an Illinois corporation, whose address is 2401 W. Monroe St., Springfield, IL 62704 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into the License Schedule, Agreement No. 19-034, dated January 29, 2019 ("Agreement"), pursuant to which CONTRACTOR agreed to provide document management licenses needed by the COUNTY;

WHEREAS, COUNTY has unanticipated additional consulting service needs, as well as unanticipated needs for professional services, training, and technical assistance; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation amount, and describe professional services, training, and technical assistance that may be provided under the Agreement.

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

1. Section 6.3 – "Not to Exceed Amounts including Consulting Service Fees," located on page 3, is deleted in its entirety, and replaced with the following:

"Not to Exceed Amounts: The total compensation for this Agreement includes license fees, consulting service fees, and any additional services, as defined in Section 6.4 (collectively "Total Fee"). In no event shall the Total Fee for this Agreement exceed \$244,000 during the Initial Term of this Agreement. If the Initial Term is automatically renewed for the First Option Year, the Total Fee for the entire four (4) year term of this Agreement shall not exceed \$349,000. If the First Option Year is automatically renewed for the Second Option Year, the Total Fee for the entire five (5) year term of this Agreement shall not exceed \$455,000."

2. Add Section 6.4 – "Additional Services", to page 3 of the Agreement, as follows:

"Additional Services: Additional Services shall be defined as any additional administrative training services, beyond the 24 hours of training included in the Agreement, professional services,

1 such as consulting on the current system and technical support for IT issues that the COUNTY deems
2 necessary, and shall be made available to the COUNTY at its request, at the rate stated in Section 6
3 of Exhibit A. In no event shall the compensation for these Additional Services exceed \$100,000 during
4 the term of this Agreement.”

5 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
6 Agreement, and that upon execution of this First Amendment, the Agreement and this First
7 Amendment together shall be considered the Agreement.

8 The parties agree that this First Amendment may be executed by electronic signature as
9 provided in this section. An “electronic signature” means any symbol or process intended by an
10 individual signing this First Amendment to represent their signature, including but not limited to (1) a
11 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
12 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
13 signature affixed or attached to this First Amendment (1) is deemed equivalent to a valid original
14 handwritten signature of the person signing this First Amendment for all purposes, including but not
15 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
16 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
17 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
18 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
19 signature represents that it has undertaken and satisfied the requirements of Government Code
20 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
21 upon that representation. This First Amendment is not conditioned upon the parties conducting the
22 transactions under it by electronic means and either party may sign this First Amendment with an
23 original handwritten signature.

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

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

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CONTRACTOR

DocuSigned by:

John Howerter

(Authorized Signature)

John Howerter Sr. Vice President

Print Name & Title

2401 West Monroe Street

Springfield, IL 62704

Mailing Address

COUNTY OF FRESNO

Brian Pacheco

Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:

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

By:

Hananame

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1020

Subclass: 10000

ORG: 8905

Account: 7295