

FIRST AMENDMENT
To the Contract between the
County of Fresno
and
SYSTEM INNOVATORS

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 31st day of October, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and System Innovators a Division of N. Harris Computer Corp., a Canadian corporation authorized to do business in the United States of America and the State of California, whose corporate address is at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement Number A-14-628 ("Original Agreement") dated October 28th, 2014 for the continued maintenance and support of the iNovah Cashiering system ("System") and integrated remittance processing capabilities; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend and ratify the Original Agreement to retroactively execute an extension of the term of said agreement to June 30, 2018; and,

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Original Agreement to increase the maximum compensation to fulfill the increased utilization by the Department of Public Health accordingly.

NOW, THEREFORE, in consideration of their mutual promises, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY and CONTRACTOR agree to (1) amend the Original Agreement by this First Amendment, effective retroactively as of June 30, 2017, and extend the term to June 30, 2018, and, (2) approve and ratify any services that have been performed pursuant to the Original Agreement, and for which compensation or reimbursement of expenses has been paid, prior to the execution of this First Amendment, as follows:

I. That the entirety of Section 6.A COMPENSATION/INVOICING .Compensation of

the Agreement, beginning on page 15, line 11 and ending on page 16, line 11, be deleted and replaced with the following:

"6. COMPENSATION/INVOICING

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

A) Compensation

1) ONE-TIME FEES FOR INSTALLATION, TRAINING, AND PROJECT MANAGEMENT

1. Implementation, Project Management and Development	\$34,760.00
2. Cognitive/TPG A776 Printer (15) (Taxable)	\$ 8,400.00
3. APG 4000 Series Cash Drawer (15) (Taxable)	\$ 4,020.00
4. Tax on items	\$ 991.12
Total One-time fees	\$ 48,171.12

2) PAYMENT SCHEDULE FOR ONE-TIME FEES

5. 50% upon all parties signing this Agreement.
6. 20% upon completion of training.
7. 30% upon COUNTY's First Production Use.

3) NOT TO EXCEED AMOUNT FOR ONE-TIME FEES

It is understood and agreed that the dollar figures listed hereinabove for one-time fees include applicable taxes which may be subject to change during the period for scheduled payments. In no event shall the one-time fees for services performed under this Agreement exceed **\$49,000**.

4) INVOICING AND PAYMENT

1. The CONTRACTOR shall invoice COUNTY for "Implementation of iNovah in the Health Department" at the times listed above under A) Compensation, 2)

1 PAYMENT SCHEDULE FOR ONE-TIME FEES , in amounts not to exceed those
2 listed above under A) Compensation, 1) Total One-time fees.

3 2. The CONTRACTOR shall invoice COUNTY annually no later than 15 days
4 prior to the end of each annual support and maintenance coverage period for
5 support and maintenance fees for hardware maintenance and Software support
6 services in amounts not to exceed those listed on Schedule C. For the first year,
7 the annual support and maintenance coverage period and fee amount are prorated
8 from contract execution date until June 30 of the fiscal year in which the contract is
9 executed. For subsequent years, the annual support and maintenance coverage
10 period will coincide with the fiscal year of the COUNTY.

11 3. CONTRACTOR shall submit all invoices, annual, monthly, or otherwise, to the
12 County of Fresno Auditor-Controller/Treasurer-Tax Collector, P.O. Box 1247,
13 Fresno CA 93715 and/or County of Fresno, Department of Public Health, P.O. Box
14 11800, Fresno, CA 93755. Payment shall be mailed within forty-five (45) days after
15 receipt of invoice by COUNTY or the COUNTY shall provide written notice to
16 CONTRACTOR identifying why the invoice is not approved.

17 5) ADDITIONAL SERVICE FEES/PRICING

18 Additional Service fees shall only be paid to CONTRACTOR if any such services set
19 forth hereinabove are performed by CONTRACTOR upon COUNTY's written request. In
20 no event shall Additional Service Fees exceed **\$2,000** per year for each one year period of
21 this Agreement.

22 6) TOTAL CONTRACT AMOUNT

23 In no event shall services performed under this Agreement be in excess of **\$426,000**
24 during the term of this Agreement. It is understood that all expenses incidental to
25 CONTRACTOR'S performance of services under this Agreement shall be borne by
26 CONTRACTOR."

27 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend
28

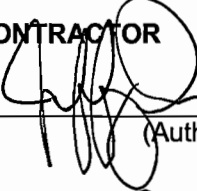
1 the Agreement and that upon execution of this First Amendment, the Original Agreement
2 and this First Amendment shall together constitute the full Agreement.

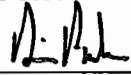
3 The Original Agreement, as hereby amended, is ratified, restated and continued. All
4 provisions, terms, covenants, conditions and promises contained in the Original
5 Agreement and not amended herein shall remain in full force and effect.
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1 IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of
2 the day and year first hereinabove written.

3 **CONTRACTOR**

COUNTY OF FRESNO

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5 (Authorized Signature)


(Signature)

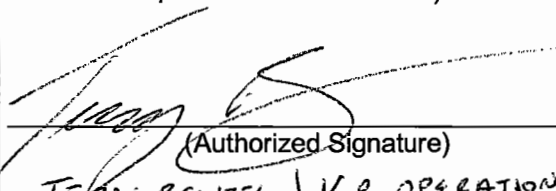
6 **JEFFERY SUMNER / EXECUTIVE VICE PRESIDENT**

Name: Brian Pacheco
Title: Chairman, Board of Supervisors

7 Print Name & Title (President, CEO, Vice-President
or other corporate executive officer)

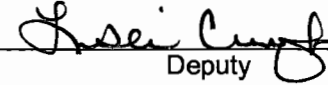
ATTEST:

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

8 
9 (Authorized Signature)

10 **TERRY BECHTEL / V.P. OPERATIONS**

11 Print Name & Title (Secretary, Treasurer, CFO or
12 other corporate administrative/ financial
13 officer) Mailing Address:
14 _____
15 _____
16 _____

By: 

Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund No.:
19 Subclass No.:
20 Org No.: 04100400
Account No.: 7288

21 Fund No.: 0001
22 Subclass No.: 10000
23 Org No.: 56201500
24 Account No.: 7309
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