

AMENDMENT III TO AGREEMENT

THIS AMENDMENT III TO AGREEMENT No 19-005 ("Amendment III") is made and entered into this 25th day of May, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, California ("COUNTY"), and ViaTRON Systems Inc., a California corporation, whose address is 18233 S. Hoover Street, Gardena, CA 90248 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number P-18-002-P, dated December 20, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide document scanning and indexing services to COUNTY over a two-year term with possible one-year renewals;

WHEREAS, COUNTY amended the Agreement with Amendment I, Agreement No. 19-005, which converted the Agreement to a Board agreement, and increased the maximum compensation amount to \$287,317.44;

WHEREAS, COUNTY entered into Amendment II on November 19, 2019, which authorized the District Attorney or designee to execute the optional extensions under the Agreement and increased the unit price per scan, with no change to the maximum compensation; and

WHEREAS, COUNTY and CONTRACTOR now desire to update certain provisions of the agreement to reflect the COUNTY's standard required agreement provisions, and amend Exhibit A to update the pricing schedule to a flat rate fee per box, with no change in maximum compensation.

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

1. Exhibit A of the Agreement is deleted in its entirety, and a revised Exhibit A is attached and incorporated by this reference.
2. Audits and Retention, on Page 2 of the Agreement, is amended to add after line 8: "If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7)."
3. On Page 2 of the Agreement, the provision entitled "Liability" is deleted in its entirety,

1 and replaced with the following:

2 "HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
3 request, defend the COUNTY, its officers, agents, and employees from any and all costs and
4 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
5 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
6 officers, agents, or employees under this Agreement, and from any and all costs and expenses
7 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to
8 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
9 perform, of CONTRACTOR, its officers, agents, or employees under this Agreement."

10 4. On Page 4 of the Agreement, a provision shall be added as follows:

11 "DISCLOSURE OF SELF-DEALING TRANSACTIONS:

12 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or
13 non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
14 to operate as a corporation.

15 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
16 they are a party to while CONTRACTOR is providing goods or performing services under this
17 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
18 and in which one or more of its directors has a material financial interest. Members of the Board of
19 Directors shall disclose any self-dealing transactions that they are a party to by completing and
20 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated
21 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing
22 transaction or immediately thereafter."

23 COUNTY and CONTRACTOR agree that this Amendment III is sufficient to amend the
24 Agreement and, that upon execution of this Amendment III, the Agreement, Amendment I,
25 Amendment II, and this Amendment III together shall be considered "the Agreement."

26 The parties agree that this Amendment III may be executed by electronic signature as
27 provided in this section. An "electronic signature" means any symbol or process intended by an
28 individual signing this Amendment III to represent their signature, including but not limited to (1) a

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

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

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

3 **CONTRACTOR**

COUNTY OF FRESNO

4 *Albert Fader 5/6/21*

Steve Brandau

5 (Authorized Signature)

Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

6 Albert Fader, Vice President, ViaTRON Systems, Inc.

8 18233 South Hoover Street
Gardena, CA 90248

9 Mailing Address

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

15 By: *Lisa Cuyf*
Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund: 0001
18 Subclass: 10000
19 ORG: 2860
20 Account: 7295
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