

NINTH AMENDMENT TO AGREEMENT

THIS NINTH AMENDMENT to Agreement No. 17-058 ("Ninth Amendment") is made and entered into this 14th day of December, 2021 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and each of those providers who are signatories to this Agreement and listed in Attachment "A," and individually and collectively hereinafter referred to as "CONTRACTORS," and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTORS entered into the Agreement for Data Processing Professional Services, No. 17-058, dated February 28, 2017 ("Master Agreement"), pursuant to which CONTRACTORS agreed to provide information technology services needed by the COUNTY;

WHEREAS, a First Amendment to the Master Agreement was entered into on May 16, 2017, to extend the term of the Master Agreement, and increase the total compensation payable to \$8,000,000 for such total term, including the extension;

WHEREAS, a Second Amendment to the Master Agreement was entered into on July 13, 2017 to add CONTRACTORS;

WHEREAS, a Third Amendment to the Master Agreement was entered into on January 19, 2018 to add a CONTRACTOR;

WHEREAS, a Fourth Amendment to the Master Agreement was entered into on July 12, 2018 to add a CONTRACTOR;

WHEREAS, a Fifth Amendment to the Master Agreement was entered into on July 25, 2019 to add a CONTRACTOR;

WHEREAS, a Sixth Amendment to the Master Agreement was entered into on October 14, 2019 to add a CONTRACTOR;

WHEREAS, a Seventh Amendment to the Master Agreement was entered into on January 8, 2020 to add a CONTRACTOR;

WHEREAS, an Eighth Amendment to the Master Agreement was entered into on November 4, 2020 to add a CONTRACTOR;

1 WHEREAS, COUNTY has unanticipated Data Processing Professional Service needs, that
2 have exceeded the prior anticipated necessary maximum compensation amount; and

3 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Master Agreement in
4 order to increase the total compensation amount.

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

7 1. Section 5 – “COMPENSATION” of the Agreement, located on page 4, lines 2 through 9,
8 is deleted in its entirety, and replaced with the following:

9 "COUNTY agrees to pay CONTRACTORS for services satisfactorily performed, and
10 CONTRACTORS agree to receive compensation at the hourly rates negotiated at the time of each
11 placement. This compensation is the sole consideration to be paid CONTRACTORS, and includes
12 provisions for all costs and expenses whatsoever, including, without limitation, travel, lodging, or meal
13 expenses. No other amounts shall be billed to or paid by COUNTY in connection with any services
14 provided pursuant to this Agreement. In no event shall the total compensation payable over the
15 potential 5-year term of this Agreement exceed \$9,500,000".

16 COUNTY and CONTRACTORS agree that this Ninth Amendment is sufficient to amend the
17 Master Agreement and, that upon execution of this Ninth Amendment, the Master Agreement and this
18 Ninth Amendment together shall be considered the Master Agreement.

19 The parties agree that this Ninth Amendment may be executed by electronic signature as
20 provided in this section. An “electronic signature” means any symbol or process intended by an
21 individual signing this Ninth Amendment to represent their signature, including but not limited to (1) a
22 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
23 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
24 signature affixed or attached to this Ninth Amendment (1) is deemed equivalent to a valid original
25 handwritten signature of the person signing this Ninth Amendment for all purposes, including but not
26 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
27 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
28 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction

1 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
2 signature represents that it has undertaken and satisfied the requirements of Government Code
3 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
4 upon that representation. This Ninth Amendment is not conditioned upon the parties conducting the
5 transactions under it by electronic means, and either party may sign this Ninth Amendment with an
6 original handwritten signature.

7 The Master Agreement, as hereby amended, is ratified and continued. All provisions, terms,
8 covenants, conditions, and promises contained in the Master Agreement and not amended herein
9 shall remain in full force and effect.

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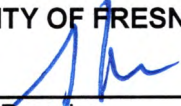
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

(Authorized Signature)



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

See Additional Signature Pages

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

By: _____


Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1020/0001
Subclass: 10000/10000
ORG: 8905/31112425
Account: 7295/7294