SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made and entered into this <u>1st</u> day of <u>March</u>, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Priority Dispatch Corporation, whose address is at 110 S. Regent Street, Suite 500, Salt Lake City, Utah, 84111, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 14-103, dated March 25, 2014 (hereinafter "Agreement"), for the continued maintenance and support of the Medical Priority Dispatch System (MPDS); and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement ("First Amendment") on July 15, 2014 (County Agreement No. 14-103-1) for the upgrade of the MPDS system and continued maintenance and support thereof, and to increase the total compensation accordingly; and

WHEREAS, COUNTY and CONTRACTOR now desire to further amend the Agreement to purchase additional ProQA Licenses, Card Sets, maintenance and support, and to increase the total compensation accordingly.

NOW, THEREFORE, the COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. That the entirety of Section VI. COMPENSATION/INVOICING of the Agreement, beginning on page 11, line 28 and ending on page 13, line 12, be deleted and replaced with the following:

"VI. COMPENSATION/INVOICING

<u>COUNTY</u> agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation as follows:

A. ANNUAL MAINTENANCE AND SUPPORT FEES AT CONTRACT INCEPTION

ProQA ESP Annual Maintenance for:

1	1. 27 Medical 23, Fire, 11 Training Licenses \$25,035.00			\$25,035.00	
2	2. Aqua ESP Annual Maintenance for 4 Licenses \$643.00			\$643.00	
3		3. Card Set ESP Annual Maintenance for 4 card sets\$156.00			<u>\$156.00</u>
4		Total Annual Maintenance and Suppo	rt Fees		\$25,834.00
5	B. ONE TIME FEES FOR ADDITIONAL LICENSES AND CARD SETS				
6			Quantity	Unit Price	Total
7		1. Additional ProQA Fire License	3	\$ 3,500.00	\$ 10,500.00
8		2. Additional ProQA Training License	24	\$ 1,750.00	\$ 42,000.00
9		3. Additional ProQA Medical CardSets	17	\$495.00	\$ 8,415.00
10		4. Additional ProQA Fire CardSets	9	\$495.00	\$4,455.00
11		5. Shipping for CardSets	1	\$40.00	\$40.00
12		6. Total Additional One Time License	Fees		\$ 65,410.00
13	C.	NEW ANNUAL MAINTENANCE AND S	UPPORT FEE	S-EFFECTIVE UP	ON EXECUTION
14	OF SECOND AMENDMENT				
15		1. ProQA ESP Medical	26	\$525.00	\$13,650.00
16		2. ProQA ESP Fire	26	\$525.00	\$13,650.00
17		3. ProQA ESP Training	46	\$262.50	\$12,075.00
18		4. Aqua ESP (4 medical & 4 fire)	1	\$643.00	\$643.00
19		5. Card Set ESP Medical	23	\$49.00	\$1,127.00
20		6. Card Set ESP Fire	23	\$49.00	<u>\$1,127.00</u>
21	Total Annual Maintenance and Support Fees \$42,272.00				
22	D.	ADDITIONAL LICENSE/SERVICES FE	ES		
23		1. Additional ProQA License			\$3,500.00
24		2. Additional ProQA Training License			\$1,750.00
25		3. Additional Aqua License			\$1,071.00
26	4. Additional Card Set \$495.00				
27	5. Additional ProQA Annual Maintenance per License \$500.70				
28		6. Additional Aqua Annual Maintenanc	e per License		\$160.75
	1.1				

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7. Additional Card Annual Maintenance per License

\$49.00

8. Daily Rate (Training, Consulting, Site Visit, & Custom Programming)

\$1,500.00

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

E. ONE TIME UPGRADE FEES FOR PROQA PARAMOUNT/AQUA EVOLUTION

1. ProQA Paramount Software Upgrade

(39 Medical & Fire @ \$395.00 each)

\$15,405.00

2. AQUA Upgrade

\$395.00

3. TOTAL UPGRADE FEE

\$15,800.00

F. FEE CHANGES

CONTRACTOR may increase Annual Maintenance and Support fees, including Additional License/Services Fees upon thirty (30) days' advance written notice to COUNTY provided that CONTRACTOR shall not increase such fees more than once in any one year period, and provided further that each increase will not exceed the previous fees by the lesser of (i) three percent (3%) per year or (ii) the cumulative percentage increase in the Consumer Price Index, All Urban Consumers for the U.S., during the previous year.

G. TOTAL CONTRACT AMOUNT

In no event shall services performed under this Agreement be in excess of \$354,000 during the entire potential five year term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR.

H. INVOICING

CONTRACTOR shall submit invoices, either via U.S. mail, to the County of Fresno ITSD,

Accounts Payable, 2048 Fine Avenue, Fresno, CA 93727, or electronically to Accounts

Payable (ITSDBusinessOffice@co.fresno.ca.us). COUNTY will pay CONTRACTOR within forty-five (45) days of receipt of a proper invoice, by mail addressed to CONTRACTOR's

remittance address: 110 S. Regent Street, Suite 500, Salt Lake City, Utah 84111."

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

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the 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 Second Amendment as of the day				
2	and year first hereinabove written.				
3	CONTRACTOR///	COUNTY OF FRESNO			
4	1 Sml H	Ent Bull much			
5	Brent E. Hawkins, Vice President & General Counsel	Ernest Buddy Mendes			
6	Vice President & General Counsel	Chairman, Board of Supervisors			
7	7-1				
8	Secretary/Treasurer				
9	Societary/ Houseld				
10	DATE: 1/2/14	DATE: Mach 12016			
11		ATTEST:			
		Swai Cust Deputy			
12		Bernice E. Seidel, Clerk '			
13		board or Supervisors			
14					
15	REVIEWED & RECOMMENDED FOR	REVIEWED & RECOMMENDED FOR			
16	APPROVAL	APPROVAL /			
17	He MB	1011ton			
18	Robert W. Bash	David Pomaville			
19	Director of Internal Services/ Chief Information Officer	Director - Department of Public Health			
20					
21	APPROVED AS TO LEGAL FORM Daniel C. Cederborg, County Counsel	APPROVED AS TO ACCOUNTING FORM Vicki Crow, C.P.A.			
22	,	Auditor-Controller/Treasurer-Tax Collector			
23					
24	Dan J. Smit	By Colo Eles			
25	Ву	Ву			
26					
27	ORG No.: 56208550 Account No./Fund: 7309/0001/10000				
	1009/000 1/10000				

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