

## **ConvergeOne, Inc.**

### **THIRD AMENDMENT TO AGREEMENT FOR SERVICES #7116**

**THIS THIRD AMENDMENT** to that Agreement for Services #7116 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ConvergeOne, Inc., a Minnesota corporation duly qualified to conduct business in the State of California, whose principal place of business is 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437, and whose local address is 1020 Del Paso Road, Suite 120, Sacramento, California 95834 (hereinafter referred to as "Consultant").

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide as-needed consulting services for the Avaya telephone and network system for the County's Information Technologies Department pursuant to Agreement for Services #7116, dated June 9, 2023, First Amendment to Agreement for Services #7116, dated November 27, 2023, and Second Amendment to Agreement for Services #7116, dated March 13, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to revise the scope of work to include services related to Phase II of the telephone system upgrade project and subsequent related projects once the platform has been migrated, including as-needed support services, amending ARTICLE I, Scope of Work;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of June 8, 2026 for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$160,000.00, and to include a new fee schedule, adding two additional classifications, Solution Technician and Registration Specialist, for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to fully-replace sections to specific Articles to include updated contract provisions, adding **Exhibit A-2, Updated California Levine Act Statement**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement for Services #7116 on the following terms and conditions:

- I. **ARTICLE I, Scope of Work, third paragraph** is amended in its entirety to read as follows:

Consultant shall provide consulting services related to Phase II of the telephone system upgrade project and subsequent related projects once the platform has been migrated, including as-needed support services. Consultant shall also provide as-needed consulting services and activities for system maintenance and support to enhance, update, and secure the County's telephone system, along with resolving software bugs and remediating vulnerabilities.

- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and as amended, shall expire on June 8, 2027.

- III. **ARTICLE III, Compensation for Services**, of the Agreement is replaced in its entirety to read as follows:

**ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. All prices are exclusive of applicable taxes or other charges imposed by law.

For the period beginning June 9, 2023, the effective date of the Agreement, and continuing through the day before the effective date of the First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Solution Consultant	\$257.00	\$385.50
Solution Developer	\$309.00	
Solution Engineer	\$257.00	\$385.50
Senior Project Manager	\$221.00	
Trainer	\$257.00	
Non-SOW Project, C1 Helpdesk and ProServices	\$270.00	\$405.00

For the period beginning on the effective date of the First Amendment to the Agreement and continuing through the day before the effective date of the Second Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Solution Consultant	\$257.00	\$385.50
Solution Developer	\$309.00	
Solution Engineer	\$257.00	\$385.50
Project Coordinator	\$199.00	
Project Manager	\$221.00	
Trainer	\$257.00	
Non-SOW Project, C1 Helpdesk and ProServices	\$270.00	\$405.00

For the period beginning on the effective date of the Second Amendment to the Agreement and continuing through the day before the effective date of this Third Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Solution Consultant	\$257.00	\$385.50
Solution Developer	\$309.00	\$463.50
Solution Engineer	\$257.00	\$385.50
Project Coordinator	\$199.00	\$298.50
Project Manager	\$221.00	\$331.50
Trainer	\$257.00	
Non-SOW Project, C1 Helpdesk and ProServices	\$270.00	\$405.00

For the period beginning on the effective date of this Third Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the following:

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Solution Consultant	\$257.00	\$385.50
Solution Developer	\$309.00	\$463.50
Solution Engineer	\$257.00	\$385.50
Solution Technician	\$257.00	\$385.50
Registration Specialist	\$257.00	\$385.50
Project Coordinator	\$199.00	\$298.50
Project Manager	\$221.00	\$331.50
Trainer	\$257.00	
Non-SOW Project, C1 Helpdesk and ProServices	\$270.00	\$405.00

Overtime Rate is defined as work performed between the hours of 6 p.m. to 7 a.m. (Pacific Time) Monday through Friday, and any time Saturday or Sunday. Any overtime work must be approved in advance in writing by County's Contract Administrator or Project Manager.



The rates and classifications listed above may be adjusted with thirty (30) calendar days prior written notice to County by Consultant and will be mutually agreed upon in writing by the County's Contract Administrator and the Consultant. The Price Increase Notice will be considered accepted once signed by both parties. The rate increase shall not exceed five percent (5%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not to exceed amount of the Agreement. In no event shall the total not to exceed amount of the Agreement be exceeded.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

The total amount of this Agreement, as amended, **SHALL NOT EXCEED \$240,000**, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders. For Work Orders over \$5,000, Consultant may bill for completed work on a monthly or phased-project basis.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice.

Invoices shall be mailed to County at the following address:

County of El Dorado  
Information Technologies Department  
360 Fair Lane  
Placerville, California 95667

Attn.: Amanda Earnshaw  
Interim Information Technologies Director  
[amanda.earnshaw@edcgov.us](mailto:amanda.earnshaw@edcgov.us)

or to such other location as County directs.

**IV. ARTICLE XX, Conflict of Interest, last paragraph, is replaced in its entirety to read as follows:**

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," Exhibit A-1, and Exhibit A-2, marked "Revised California Levine Act Statement," both incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

**V. ARTICLE XXVII, Contract Administrator, is replaced in its entirety to read as follows:**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Amanda Earnshaw, Interim Information Technologies Director, Information Technologies Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #7116 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #7116 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 4/29/25

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 4/29/25

-- CONVERGEONE, INC. --

By: Shane Harper  
Shane Harper (Mar 28, 2025 09:10 EDT)

Dated: 03/28/2025

Shane Harper  
Regional Vice President  
"Consultant"

By: Rui Goncalves  
Rui Goncalves (Mar 28, 2025 10:32 EDT)

Dated: 03/28/2025

Rui Goncalves  
General Counsel and Corporate Secretary



**ConvergeOne, Inc.**

**Exhibit A-2**

**Revised California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/28/2025

Date

ConvergeOne, Inc.

Type or write name of company

Shane Harper

Shane Harper (Mar 28, 2025 09:10 EDT)

Signature of authorized individual

Shane Harper

Type or write name of authorized individual

#7116

