

AGREEMENT FOR SERVICES #5585  
SUBSCRIPTION AGREEMENT #1057  
AMENDMENT I

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This Amendment I to that Agreement for Services #5585, also known as Subscription Agreement #1057, is 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 Bell Data Systems, Inc., a North Carolina Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 539 Brumley Road, Mooresville, NC 28115-6958; (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide County’s HMIS Software License and Support, in accordance with Agreement for Services #5585, dated August 24, 2021, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to increase the number of licenses available to County, hereby amending **Subscription Agreement General Terms and Conditions Section 1. Scope of Work** and **Section 2. Payment**; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement 5585.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #5585 shall be amended a First time as follows:

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1) Section 1, Subscription Agreement General Terms and Conditions shall be amended in its entirety to read as follows:

1. SCOPE OF WORK: Bell Data Systems, Inc., as an independent contractor and not as an employee of the Customer, will furnish services to the Customer as outlined herein below:

Scope of Services:

<b>Item</b>	<b>Quantity</b>	<b>Total</b>
Single CSN Annual User License @ \$495* Bell Data Systems, Inc. Hosting on Shared Server (12 Months) Email and Telephone Technical Support (8-5 M-F Eastern) Application updates and version upgrades as available Nightly Data Back-ups *Annual Recurring Fee For period: November 1, 2021 – October 31, 2022	20	\$9,900
For period: Upon execution of A1 – October 31, 2022** **prorated for A1 and shall be billed in the next subscription billing cycle @ \$495*, or as modified in accordance with the terms herein. *Annual Recurring Fee	5	\$1,237.50
<b>Total Subscription Charges</b>		<b>\$11,137.50</b>

Storage Fees:	GB Used	Monthly Fee	Quarterly Fee
All Bell data System customers will have 5 GB of storage for uploads and images as part of their initial package. After the first 5 GB of storage is consumed, the fee schedule will include a monthly \$5 surcharge for each additional 5 GB of storage. These fees will be assessed quarterly. If requested by County: Additional training, other support, or customization fees will be billed at \$150/hour.	0-5.00	\$0	\$0
	5.01-10.00	\$5	\$15
	10.01-15.00	\$10	\$30
	15.01-20.00	\$15	\$45
	20.01-25.00	\$20	\$60
<b>Current Storage Used (05/10/21): 7GB</b>		<b>Estimated Storage Fees for Contract Period:</b>	
<b>\$90</b>			
The maximum obligation for services and deliverable provided under this Agreement shall not exceed: <b>\$15,000</b>			

2) Section 2, Subscription Agreement General Terms and Conditions shall be amended in its entirety to read as follows:

2. PAYMENT: Customer will pay Bell Data Systems, Inc. for services performed (including reasonable and necessary travel expenses) as described in this Customer Agreement and this Amendment I. Customer will not pay for, nor be responsible for, any additional claims for wages, expenses or any other costs other than those specifically identified in this Customer Agreement. All invoices to customer will be due in full within 30 days of the invoice date. Bell Data Systems, Inc. will not commence work on this project until the initial payment is received by Bell Data Systems, Inc., or as otherwise specified in Client Contract. Bell Data Systems, Inc. may, at any time after the first twelve (12) months of the effective Contract Start Date listed above, and in its sole discretion,

modify the Annual Recurring User License Fees (AULs) upon ninety (90) calendar day prior written notice to Customer. Notwithstanding the foregoing, the Fees shall not increase in each subsequent twelve (12) month period by more than five percent (5%). A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice, email or first-class mail will suffice.

Except as herein amended, all other parts and sections of that Agreement #5585 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Alyson McMillan, Program Manager  
Community Services Division  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Daniel Del Monte  
Interim Director  
Health and Human Services Agency

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**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to that Agreement for Services #5585 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Lori Parlin, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- CONTRACTOR --**

BELL DATA SYSTEMS, INC.  
(A NORTH CAROLINA CORPORATION)

By: \_\_\_\_\_  
Tanya Pieterse  
President  
"Contractor"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Marissa Winston  
Corporate Secretary  
"Contractor"

Dated: \_\_\_\_\_