

ConvergeOne, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7116

THIS FIRST 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").

R E C I T A L S

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, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the billing rates of the Agreement, amending **ARTICLE III, Compensation for Services**;

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 First Amendment to Agreement for Services #7116 on the following terms and conditions:

- I. ARTICLE III, Compensation for Services**, of the Agreement is amended 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 purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with the following:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
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 with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with the following:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
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

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.

Mileage will be reimbursed for services performed by Consultant. Reimbursement for mileage expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage expenses for Consultant. Any reimbursements for mileage expenses,

if any, will only be made if such expenses are included in the budget of an approved and fully executed Work Order issued pursuant to this Agreement.

The total amount of this Agreement **SHALL NOT EXCEED \$80,000.00**, 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 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.: Tonya Digiorno
Director
Tonya.digiorno@edcgov.us

or to such other location as County directs.

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 First Amendment to Agreement for Services #7116 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Laura Schwartz
Laura Schwartz (Nov 27, 2023 14:21 PST)
Purchasing Agent *mw*
Chief Administrative Office
"County"

Dated: 11/27/2023

--CONVERGEONE, INC.--

By: Dave Borgese
Dave Borgese
Regional Vice President
"Consultant"

Dated: 11/16/2023

By: Rui Goncalves
Rui Goncalves
General Counsel and Corporate Secretary

Dated: 11/16/2023