

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) made and entered into as of this 1st day of April 2019, amends the Agreement heretofore entered into between the CITY OF FRESNO, a municipal corporation (“CITY”), and Byrne Software Technologies, Inc., a Missouri Corporation (CONSULTANT).

RECITALS

WHEREAS, CITY and CONSULTANT entered into an Agreement, dated September 7, 2018, for services related to professional services for Accela System Support (Agreement”); and

WHEREAS, CITY and CONSULTANT now desire to modify the Agreement to increase the total contract amount by an additional \$200,000.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Section 3 of the Agreement is amended such that the CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Three-Hundred and Fifty Thousand Dollars (\$350,000.00), paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit A of the original contract. This is an increase of \$200,000.

2. Except as otherwise provided herein, the Agreement entered into by CITY and CONSULTANT, effective September 7, 2018, remains in full force and effect.

3. In the event of any conflict between the body of this Amendment and the Agreement, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

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IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Byrne Software Technologies, Inc.,
A Missouri Corporation

By: _____
Jennifer K. Clark, AICP
Director, DARM Department

By: William Byrne

Name: William Byrne 3/15/19

ATTEST:

Title: COO
(If corporation or LLC, Board
Chair,
Pres. or Vice Pres.)

YVONNE SPENCE, CMC
City Clerk

By: _____

By: _____
Deputy

Name: _____

Title: _____
(If corporation or LLC, CFO,
Treasurer, Secretary or Assistant
Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon M. Collet 3-7-19
Brandon M. Collet, Date
Senior Deputy City Attorney

ADDRESSES:

CITY:
City of Fresno
Attention: Bonique Emerson,
Planning Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8024
FAX: (559) 498-1026

CONSULTANT:
Byrne Software Technologies, Inc.
Attention: Robert Cook, VP
16091 Swingley Ridge Road, Suite 200
Chesterfield, MO 63017
Phone: 636-573-2505
FAX: 636-537-2666