

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____, 2020, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and SDI PRESENCE LLC., a Delaware limited liability company (Consultant). The City and the Consultant are collectively referred as the Parties in this Amendment.

RECITALS

WHEREAS, City and Consultant entered into a Consultant Services Agreement (Agreement) dated May 18, 2018, in an amount not to exceed \$130,000, for professional consulting services and assistance in preparation of a Request for Proposal for the selection of an Enterprise Resource Planning System; and

WHEREAS, City and Consultant entered into a First Amendment to Agreement dated April 1, 2019, to extend the termination date to November 1, 2019 (Amendment); and

WHEREAS, City and Consultant entered into a Second Amendment to Agreement dated October 11, 2019, to extend the termination date to September 1, 2020 and to increase the contract amount an additional \$10,000 due to the extension of time for vendors to respond to the Request for Proposal and the unanticipated number of responses to evaluate

WHEREAS, City and Consultant now desire to extend the termination date of the Agreement to December 31, 2020.

AMENDMENT

NOW, THEREFORE, the Parties hereby agree that the aforesaid Agreement is amended as follows:

1. The term of the Agreement shall be amended to continue in full force and effect through December 31, 2020.
2. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement and the Amendments, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

SDI PRESENCE LLC,
a Delaware limited liability company

By: _____
Bryon Horn
Chief Information Officer

By: David A. Gupta
David A. Gupta (Aug 6, 2020 11:37 CDT)

Name: David Gupta

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: Brian Collet 8/6/2020
Brandon M. Collet Date
Senior Deputy City Attorney

By: Sharee L. Wolff

Name: Sharee L. Wolff

ATTEST:
YVONNE SPENCE, MMC, CRM
City Clerk

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

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Bryon Horn
Chief Information Officer
2600 Fresno Street, Room 1059
Fresno, CA 93721
Phone: (559) 621-7119
FAX: (559) 457-1045

CONSULTANT:
SDI Presence LLC
Attention: David Gupta
Chief Executive Officer
200 East Randolph Street, Suite 3550
Chicago, IL 60601
Phone: (312) 580-7510
FAX: (312) 580-7600