

AMENDMENT

THIS AMENDMENT is made and entered by and between the County of Lancaster, Nebraska, on behalf of the Lancaster County Clerk's Office, hereinafter referred to as "County," and Information First, Inc., hereinafter referred to as "Contractor." Collectively the County and the Contractor may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, on September 6, 2016, the Parties under County Contract No. C-16-0526 entered into a contract ("the Agreement") for the Contractor to provide to the County professional services to support the County's use of HPE RM for record keeping purposes;

WHEREAS, the Initial Term of the Agreement constituted a six-month period, from September 6, 2016, through March 5, 2017; and

WHEREAS, the Parties wish to extend the Agreement for a First Renewal Term of one year;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, it is agreed between the Parties as follows:

1. Section 1 of the Agreement shall be replaced with the following:

1. **TERM.** The Initial Term of this Agreement shall be for six (6) months from the date of execution by all parties, unless terminated by either party pursuant to this Agreement. Upon conclusion of the Initial Term, the parties agree that the Agreement shall continue for a First Renewal Term of one (1) year, from March 6, 2017, through March 5, 2018. Upon conclusion of the First Renewal Term, the parties may renew the Agreement for an Additional Renewal Term(s) upon mutual written consent of both parties. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party, but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Agreement may be extended upon written approval of County until said work or services are completed and accepted. If Contractor breaches any provision of this Agreement, the County may, at its discretion, terminate the Agreement immediately upon written notice to Contractor. Termination or conclusion shall not extinguish the County's duty to pay for services provided by Contractor to County prior to the date of termination or conclusion. The County shall have no duty to reimburse Contractor for any services not actually provided by Contractor to County. The following sections shall survive termination or conclusion of this Agreement: 8, 10, 11, 12, 13, and 15.

2. All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

EXECUTED this ____ day of _____, 2017, by the Contractor.

By: _____

Title: _____

EXECUTED this ____ day of _____, 2017, by the County.

By: _____

Todd Wiltgen, Chair
Lancaster County Board of
County Commissioners

APPROVED AS TO FORM
this ____ day of _____, 2017

Deputy County Attorney
for Joe Kelly
County Attorney