

## 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;

WHEREAS, on July 25, 2017, the Parties under County Contract No. C-17-1501 extended the Agreement for the First Renewal Term, from March 6, 2017, through March 5, 2018; and

WHEREAS, the Parties wish to extend the Agreement for a Second 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 First Renewal Term of this Agreement shall be for one (1) year, from March 6, 2017, through March 5, 2018. Upon conclusion of the First Renewal Term, the parties agree that the Agreement shall continue for a Second Renewal Term of one (1) year, from March 6, 2018, through March 5, 2019. Upon conclusion of the Second 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 1st day of March, 2018, by the Contractor.

By: 

Title: President, Information First

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the County.

By: \_\_\_\_\_  
Todd Wiltgen, Chair  
Lancaster County Board of  
County Commissioners

APPROVED AS TO FORM  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Deputy County Attorney