

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
FISCAL EXPERTS, INC. DBA THE TIME STUDY BUDDY
FOR FISCAL YEARS 2019-2020 THROUGH 2022-2023**

This First Amendment to the Professional Services Agreement dated July 2, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Fiscal Experts, Inc., doing business as The Time Study Buddy, a California corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2021.

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services, desired to retain a qualified professional organization to provide certain web-based time study services; and

WHEREAS, on July 2, 2019, COUNTY and CONTRACTOR entered into a Professional Services Agreement regarding the provision of such time study services; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement in order to extend the term thereof, increase the maximum amount payable thereunder and modify the execution requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2 – Term of the Professional Services Agreement is hereby amended to read as follows:

2. TERM:

This Agreement shall begin on July 2, 2019 and shall remain in full force and effect until June 30, 2023, unless extended by a valid amendment hereto, or sooner terminated, as set forth herein.

2. Section 4 – Compensation of the Professional Services Agreement is hereby amended to read as follows:

4. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Thirty-Six Thousand Dollars (\$336,000.00). In no event shall the maximum amount paid under this Agreement exceed Eighty-Four Thousand Dollars (\$84,000.00) per fiscal year for fiscal years 2019-2020 through 2022-2023. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

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- B. Rates of Compensation. COUNTY shall compensate CONTRACTOR for the services provided pursuant to the terms and conditions of this Agreement at the flat rates of Thirty Dollars (\$30.00) per user, up to five hundred (500) users, and Fifteen Dollars (\$15.00) per user for each additional user beyond five hundred (500) users.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

3. Section 19 – Compliance with Applicable Laws and Licensure Requirements of the Professional Services Agreement is hereby amended to read as follows:

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.
- E. Intellectual Property Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards pertaining to the use and disclosure of intellectual property, including, without limitation, any and all applicable requirements set forth in Exhibit B – Contractor's Modified Legal Notice, which is attached hereto and incorporated herein by reference as if set forth in full.

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4. Section 39 – Counterpart Execution of the Professional Services Agreement is hereby amended to read as follows:

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

5. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates it in its entirety.
6. The Professional Services Agreement is hereby amended to delete Exhibit C – Contractor’s Modified Legal Notice and replace it in its entirety with Exhibit B – Contractor’s Modified Legal Notice, which is attached hereto and incorporated herein by reference as if set forth in full.
7. Except as modified herein, the Professional Services Agreement dated July 2, 2019 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Professional Services Agreement, the provisions of this First Amendment shall govern.

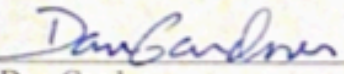
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.


TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

FISCAL EXPERTS, INC. DBA THE TIME STUDY BUDDY:

By: 
Dan Gardner
Chief Executive Officer

Date: 5/20/2021

By: 
Brian Gardner
Chief Technical Officer

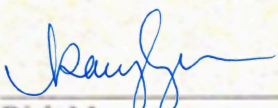
Date: 5/20/2021

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 05/25/2021

LIST OF EXHIBITS:

Exhibit B – Contractor's Modified Legal Notice

EXHIBIT B
CONTRACTOR'S MODIFIED LEGAL NOTICE
Fiscal Experts, Inc. dba The Time Study Buddy
For Fiscal Years 2019-2020 through 2022-2023

CONTRACTOR hereby authorizes COUNTY to view, copy, print and distribute the materials on this website subject to the following conditions:

- The materials are used for informational purposes only
- The materials are used for noncommercial purposes.
- The materials are used internally within your organization.

Intellectual Property Information

The Time Study Buddy is a trademark or registered trademark owned by Dan Gardner. All other product names mentioned in this website are the trademarks or registered trademarks of their respective owners and are mentioned for identification purposes only.

Note that any program, publication, design, product, process, software, technology, information, know-how or idea described in this website may be the subject of other rights, including other intellectual property rights, which are licensed to CONTRACTOR.

CONTRACTOR will defend COUNTY against any third party claim(s) that The Time Study Buddy infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgement (or settlement to which we consent). COUNTY must notify CONTRACTOR promptly in writing of the claim and give CONTRACTOR sole control over its defense or settlement. COUNTY agrees to provide CONTRACTOR with reasonable assistance, cooperation, and information in defending the claim at CONTRACTOR's expense.

Disclaimer

This website and the information contained therein (The Time Study Buddy website) is provided by CONTRACTOR and is intended to be used as a tool to assist organizations in the preparation of their time studies.

The Time Study Buddy website is provided as is, and CONTRACTOR makes no express or implied representations or warranties regarding The Time Study Buddy website. Without limiting the foregoing, CONTRACTOR does not warrant that The Time Study Buddy website will be error-free or will meet any particular criteria of performance or quality. CONTRACTOR expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, compatibility, security and accuracy.

COUNTY's use of The Time Study Buddy website is at COUNTY's own risk and COUNTY assumes full responsibility and risk of loss resulting from the use thereof. CONTRACTOR will not be liable for any special, indirect, incidental, consequential or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence) or otherwise, relating to the use of The Time Study Buddy website.

If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply.

Certain links in The Time Study Buddy website lead to resources maintained by third parties over whom CONTRACTOR has no control. CONTRACTOR makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.