

## Fifth Amendment to Agreement

THIS FIFTH AMENDMENT is effective as of the date executed by both parties (the "Effective Date") between the County of Albany (the "County"), acting by and through the Albany County Department of Social Services, having its principal office at 112 State Street, Albany, New York 12207, and Salient Corporation ("Salient"), having its principal office at 203 Colonial Drive, Horseheads, NY 14845.

WHEREAS, by Agreement dated July 18, 2006, pursuant to Resolution 156 adopted May 8, 2006 (the "Agreement"), the County has licensed certain software (the "System") from Salient;

WHEREAS, pursuant to the Agreement and amendments thereto dated August 10, 2009 (the "First Amendment"), August 26, 2011 (the "Second Amendment"), August 31, 2012 (the "Third Amendment"), and June 15, 2015 (the "Fourth Amendment"), the term during which support and maintenance services and Premium Services (as defined by the First Amendment) will be provided (the "Services Term") continues through August 31, 2018;

WHEREAS, the County wishes to extend the Services Term;

WHEREAS, Salient reduced the annual fees for Premium Services from Eight Thousand Four Hundred Eighty-Five Dollars (\$8,485) to Eight Thousand Dollars (\$8,000) as of September 1, 2010, but failed to document the reduction contractually;

WHEREAS, the Fourth Amendment reduced the number of concurrent user licenses the County owned from six (6) to five (5) as of September 1, 2015 in order to provide the County a reduction in its annual fees for support and maintenance;

WHEREAS, Salient failed to adjust the County's license by removing the concurrent user license as of September 1, 2015, potentially causing the County to overuse its license; and

WHEREAS, in order to remedy the potential overuse of the County's license since September 1, 2015, the parties wish to delay the effective date of the reduction to September 1, 2018;

NOW, THEREFORE, for a good and valuable consideration, Salient and the County amend the Agreement as follows:

- I. The Services Term is hereby extended through August 31, 2021.
- II. The County's annual fees for Premium Services are reduced from Eight Thousand Four Hundred Eighty-Five Dollars (\$8,485) to Eight Thousand Dollars (\$8,000) retroactively as of September 1, 2010.
- III. There will be no change to the fees for annual support and maintenance or Premium Services for the period September 1, 2018 – August 31, 2021, but rather the annual fees for support and maintenance will remain fixed at Thirty-Three Thousand Nine Hundred Forty Dollars (\$33,940) and the annual fees for Premium Services will remain fixed at Eight Thousand Dollars (\$8,000).
- IV. By way of clarification, the maximum amount of fees that will come due to Salient from the County for annual support and maintenance and Premium Services pursuant to the Agreement and this Amendment during the period September 1, 2018 – August 31, 2021, in the absence of any further amendment, is One Hundred Twenty-Five Thousand Eight Hundred Twenty Dollars (\$125,820). This Section IV shall serve solely as a statement of total fees and not as a limit of any contractual remedy either party may have under the Agreement.

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- V. The reference to "September 1, 2015" in Section 2 of the Fourth Amendment is hereby replaced with a reference to "September 1, 2018."
- VI. Except as otherwise herein amended, all provisions of the Agreement shall remain in full force and effect.
- VII. This Agreement shall be void and of no effect if not executed by both parties on or before August 31, 2018.

In witness whereof, the parties have caused this Amendment to be executed.

INTENDING TO BE BOUND:

COUNTY

SALIENT CORPORATION

By: 

By: 

Name: Philip F. Calderone

Name: Guy A. Sarno, Jr.

Title: Deputy County Executive

Title: General Counsel

Date: 7/10/18

Date: 7-19-2018

