

## FIRST AMENDMENT

This Amendment made and entered into this 12 day of January, 2018 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and Chemware, LLC, Raleigh, North Carolina hereinafter referred to as "Contractor,"

### WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on November 23, 2016, pursuant to Pinellas County Contract No.156-0140-P (RG) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide for the supply, implementation, and maintenance services of a Laboratory Information Management System (LIMS) solution for County; and

WHEREAS, Section 20 of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify Section 5. B (Compensation and Method of Payment) Agreement in order to provide for the purchase of five (5) additional named user licenses;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. Costs for additional named user licenses shall be as provided on Exhibit A, attached hereto and incorporated herein by reference.
2. Services Fee to be paid to the Contractor are increased by \$2,350, for a revised not to exceed sum of three-hundred-fifty-four-thousand-four-hundred-twenty (\$354,420.00) for services completed and accepted during the term of the Agreement.
3. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this First Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA  
by and through its County Administrator



\_\_\_\_\_  
Mark Woodard, County Administrator

CONTRACTOR:



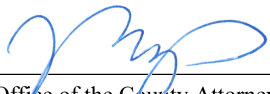
\_\_\_\_\_  
Authorized Signature

Eric Dingfelder

\_\_\_\_\_  
Printed Authorized Signature

APPROVED AS TO FORM

By:



\_\_\_\_\_  
Office of the County Attorney

**Exhibit A - Additional HORIZON Report Manager Named User Licenses**



# quotation

HORIZON® LABORATORY INFORMATION MANAGEMENT SYSTEMS

#201712151-CCr1  
December 8, 2017

customer contact information		chemware contact information	
Customer:	Pinellas County Utilities Lab	Acct Mgr:	Chris Couch
Contact:	Terri Grimes	Phone:	919.896.7740
Address:	1620 Ridge Road	Email:	<a href="mailto:ccouch@chemware.com">ccouch@chemware.com</a>
City, ST Zip:	Largo, FL 33778	Project Mgr:	NA
Phone:	727.582.2322	Phone:	
Email:	<a href="mailto:tgrimes@pinellascounty.org">tgrimes@pinellascounty.org</a>	Email:	

Domestic USD

required	optional	item	software: enterprise reporting and business intelligence (BI)	qty	units	total	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	HO-106	HORIZON Report Manager	5	named users	2,350	
						Report Writer, Dev Tools	
						<b>subtotal BI software</b> \$ 2,350	
included	optional	item	support: warranty and annual maintenance	qty	units	rate	total
<input checked="" type="checkbox"/>	<input type="checkbox"/>	WA-701	Year 1 HORIZON Report Manager Maintenance and Support	1	licenses	-	No Charge
						Help Desk Support and Updates	

quotation total \$ 2,350

Footnotes: Refer to Pinellas County Agreement 156-0140-P