

**FIFTH AMENDMENT TO CONTRACT BETWEEN
COUNTY OF DAKOTA AND INSIGHT PUBLIC SECTOR
FOR PRODUCT SALES**

WHEREAS, effective September 22, 2021, County of Dakota, a political subdivision of the State of Minnesota, having its principal place of business at 1590 Highway 55 Hastings, MN 55033 (“County”) and Insight Public Sector, an Arizona Corporation, having its principal place of business at 6829 South Harl Avenue, Tempe, Arizona 85283 (“Contractor”) entered a product sales contract, for the provision of computer hardware, software and its related maintenance and support, and third-party branded services (“Contract”);

WHEREAS, Contract was amended on January 10, 2022, to increase the contracted amount and to purchase additional licenses;

WHEREAS, Contract was amended on July 19, 2022, to increase the contracted amount and to purchase LED displays for Burnhaven Library;

WHEREAS, Contract was amended on September 19, 2022, to increase the contracted amount and to purchase additional software and hardware maintenance licenses;

WHEREAS, Contract was amended on October 19, 2022, to increase the contracted amount and to purchase Qmatic Voice Announcement enhancements;

WHEREAS, parties desire to amend Contract a fifth time to increase the contracted amount and to purchase additional Qmatic equipment, hardware, hardware support services, training, and installation; and

WHEREAS, Contract requires all amendments to be reduced to writing, identified as an amendment, and signed by both parties’ authorized representative.

NOW, THEREFORE, parties agree as follows:

- 1. Section 3.1 of Contract is hereby amended to read as follows:

Total Cost. County will pay Contractor a total amount not to exceed Three Hundred Six Thousand Seven Hundred One and 45/100 Dollars, (\$306,701.45) (“Contract Maximum”). Contract Maximum is not subject to any express or implied condition precedent. County is not required to pay for any minimum amount of any Product.

- 2. Exhibit 1 – Add Quote #0227248878 and Quote #0227198865 dated March 22, 2024 for additional Qmatic equipment, hardware, hardware support services, training, and installation for as attached hereto as Exhibit A.
- 3. All other terms of Contract between County and Contractor shall remain in full force and effect unless otherwise amended or terminated in accordance with law or the terms of Contract.
- 4. In any case where this first amendment conflicts with the earlier Contract, this first amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY OF DAKOTA

Approved as to form
/s/
Assistant County Attorney/Date
File No.

By_____

Board Resolution Number: N/A

Date of Signature_____

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this Contract and legally bind the Contractor.)

By _____

Date of Signature _____