

FIFTH AMENDMENT TO MASTER SERVICE AGREEMENT

This fifth amendment (the "Fifth Amendment") is made by and between AccuSourceHR, Inc. ("AccuSourceHR" or "Contractor") and The County of Siskiyou ("Client" or "County"), parties (the "Parties") to the Master Service Agreement executed 10 August 2021 (the "Agreement"), the First Amendment executed 8 August 2022 (the "First Amendment"), and the Second Amendment executed 5 July 2023 (the "Second Amendment"), the Third Amendment executed 21 August 2024, and the Fourth Amendment executed 3 December 2024. The Fifth Amendment is effective on the date of last signature below.

WHEREAS, the initial term of the Agreement expired on August 9, 2022;

WHEREAS, the Agreement includes renewal terms of one (1) year upon written notice;

WHEREAS, the Parties renewed and extended the Agreement under the First Amendment from August 10, 2022 through August 9, 2023;

WHEREAS, the Parties renewed and extended the Agreement under the Second Amendment from August 10, 2023 through August 9, 2024;

WHEREAS, the Parties renewed and extended the Agreement under the Third Amendment from August 10, 2024 through August 9, 2025; and

WHEREAS, the Parties formalized previously updated pricing under the Fourth Amendment.

WHEREAS, in accordance with Section 9(c) of the Agreement, AccuSourceHR provided thirty (30) days' written notice to Client on May 29, 2025 of the implementation of an annual data and security fee of fifty (\$50.00) dollars effective July 1, 2025 and invoiced as part of the July invoice;

WHEREAS, the Parties desire to formalize the implementation of the data and security fee and also to renew and extend the Agreement under the same terms and conditions, effective August 10, 2025 through August 9, 2026; and

THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The Agreement is hereby renewed and extended under the same terms and conditions for an additional period of one (1) year, effective August 10, 2025 through August 9, 2026;
2. Effective July 1, 2025, Client shall pay an annual data and security fee of fifty (\$50.00) dollars, which may be subject to change;
3. Except as set forth in this Fifth Amendment, the remainder of the Agreement is unaffected and shall remain in full force and effect in accordance with its terms. If there is a conflict between this Fifth Amendment, the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the terms of this Fifth Amendment will prevail.

Each party represents that this Fifth Amendment has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Fifth Amendment.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, County and Contractor have executed this Fifth Amendment on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU:

Date: _____

Nancy Ogren, Chair
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: AccuSourceHR, Inc.

Date: _____

Dan Filby, Chief Executive Officer

Date: _____

Damian Villegas, Chief Revenue Officer

License No.: P121144
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. On File

ACCOUNTING: All County

Fund Organization Account Activity Code (if applicable)

This is an all-county contract; departments will submit a Departmental Request – Master Agreements when services are needed.

Encumbrance number (if applicable):