

## AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HDL SOFTWARE, LLC

**THIS AMENDMENT** is made to the AGREEMENT for the provision of web application services by and between **HDL SOFTWARE, LLC**, hereinafter “**CONTRACTOR**”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “**County**”.

**WHEREAS**, the parties had previously entered into an agreement for web application services with a term of June 1, 2016 through May 31, 2018; and

**WHEREAS**, the parties amended the original Agreement on May 12, 2017 to add additional services and to increase the total amount of the AGREEMENT due to the addition of those services, for the total Agreement not to exceed \$78,500; and

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to reflect the County’s exercise of the option to extend for one (1) additional year, and to amend the AGREEMENT at Exhibit A.1 to replace the Heartland payment gateway with an Official Payments Corporation (“OPAY”) payment gateway.

**WHEREAS**, this amendment is necessary due to the continued need for web application services for the Monterey County Treasurer-Tax Collector department and the inclusion of integration to OPAY payment gateway.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.0, "PAYMENT PROVISIONS" shall be amended by removing** the last sentence of that provision: *"The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$78,500.00."* **and replacing it with:** *"The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$92,600.00."*
2. **Section 3.0, "TERM OF AGREEMENT", shall be amended by removing** the following sentence of that provision: *"The term of this Agreement is from June 1, 2016 to May 31, 2018, unless sooner terminated pursuant to the terms of this Agreement"*, **and replacing it with:** *"The term of this Agreement is from June 1, 2016 to May 31, 2019, unless sooner terminated pursuant to the terms of this Agreement"*.
3. **Section 4.0, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS", shall be supplemented and amended by removing** the Service identified as “Integration to Heartland payment gateway” on Exhibit A.1 **and replacing it with** “Integration to Official Payments Corporation (“OPAY”). All original terms, provisions, and requirements set forth in in the original Exhibits A.1, A.2, A.3, and SA shall continue to be effective unless specifically addressed and amended or deleted by amendment to the Agreement.
4. If there are any conflicts or inconsistencies between the provisions of AGREEMENT as previously amended and this AMENDMENT, the provisions of this AMENDMENT shall

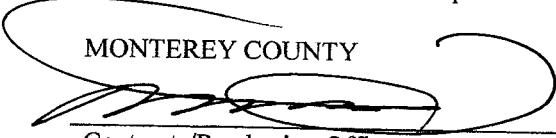
govern. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated June 14, 2016 as previously amended.

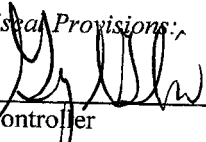
*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

  
\_\_\_\_\_  
Contracts/Purchasing Officer

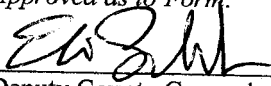
Dated: 6-29-18

Approved as to Fiscal Provisions:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: 6-25-18


Approved as to Liability Provisions:  
\_\_\_\_\_  
Risk Management

Dated: \_\_\_\_\_

Approved as to Form:  
  
\_\_\_\_\_  
Deputy County Counsel

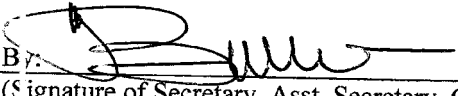
Dated: 6/20/18

CONTRACTOR

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President

Robert Gray, President  
\_\_\_\_\_  
Printed Name and Title

Dated: 6.5.2018

By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer) \*

Wendy Bonnin Asst. Secretary  
\_\_\_\_\_  
Printed Name and Title

Dated: 6/11/2018

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

AGREEMENT     
  AMENDMENT     
  BOARD REPORT FOR PRE-APPROVAL

Vendor Name: HDL

Title/Brief Description of Document: AMENDMENT #2

Originating Dept.: Treasurer Tax Collector      Dept. Contact WITH Phone #: M English x5859

This Agreement or Amendment requires Board Approval: Yes  No

This Agreement requires an MYA: Yes  No

**AGREEMENT TYPE**

<input checked="" type="checkbox"/> RQNSA – Standard Agreement	<input type="checkbox"/> RQNNS – Non-Standard Agreement
<input type="checkbox"/> RQNIT – ITD Standard Agreement	<input type="checkbox"/> RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/> RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/> Non-Standard Board Agreement (Not to be tracked within RQN)
<input type="checkbox"/> Insurance & Endorsement Current	<input type="checkbox"/> VDR & Non-Resident State Forms Verified

VDR-2016 please  
 590-2016 request updated  
 docs. JCB

**ROUTING AND APPROVALS\***

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	<i>AB</i>		6/20
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)	<i>JA</i>		6-25-18
5th	Contracts/Purchasing (required)	<i>ME</i>		6.29.18
	Return to Originating Department Instructions		Melissa English x5859	

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: \* \_\_\_\_\_