

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & JUSTICE WORKS, L.L.C.

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of ongoing customer support for the case management system by and between **JUSTICE WORKS, L.L.C.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the CONTRACTOR and County previously entered into an agreement for CONTRACTOR to provide custom software enhancements to the existing case management system for the Monterey County Public Defender's Office for the term of July 1, 2014 through June 30, 2015, in an amount not to exceed \$30,000.

WHEREAS, the County and CONTRACTOR, as agreed in Amendment No. 1, extended the term of the Agreement for an additional year, through June 30, 2016 and amended the total amount payable by County to CONTRACTOR not to exceed the sum of \$33,000.00.

WHEREAS, the County and CONTRACTOR wish to amend the Agreement for the second time, to extend the term of the Agreement for one (1) additional year and to increase the contract amount to pay for additional services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT, as it currently reads following Amendment No. 1, in the following manner:

1. **Paragraph 2, "PAYMENT PROVISIONS," shall be amended by removing "The total amount payable by County to Contractor under this Agreement is not to exceed the sum of \$33,000.00," and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$58,000.00."**
1. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "The term of this Agreement is from July 1, 2014 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from July 1, 2014 to June 30, 2017 unless sooner terminated pursuant to the terms of this Agreement".**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT No. 2 shall be attached to the original AGREEMENT dated August 26, 2014 and to Amendment No. 1.

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Amendment No. 2 to Agreement with Justice Works, L.L.C. for ongoing customer support for the case management system

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

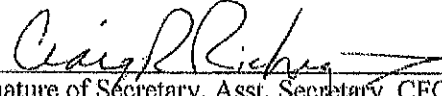
Dated:

Carl Richey, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 9-1-16

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Craig Richey, Finance Director
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 9-1-16

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*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.