

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & HDL SOFTWARE, LLC**

THIS AMENDMENT is made to the AGREEMENT for 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 County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of those services.

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 \$68,500.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$78,500.00.*” Payment for services performed pursuant to the terms of the Agreement as amended shall be in accordance with the Exhibit A-1 to the Original Agreement and the Exhibit SA Supplemental and Additional Payment and Statement of Work Provisions, attached hereto.
2. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS shall be supplemented and amended by adding additional services as per Exhibit SA Supplemental and Additional Payment and Statement of Work Provisions, attached hereto.
3. If there is any conflict or inconsistencies between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by the AMENDMENT and shall continue in full force and effect.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 14, 2016.

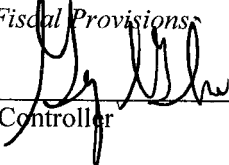
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer
Debra Ann Lovell, MBA
Deputy Purchasing Agent
County of Monterey

Dated: 5-12-17

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

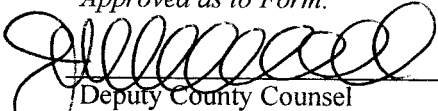
Dated: 5-10-17

Approved as to Liability Provisions:

Risk Management

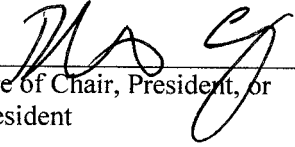
Dated:

Approved as to Form:


Deputy County Counsel

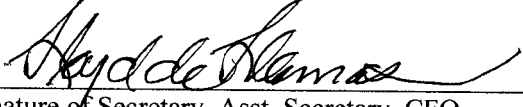
Dated: 5-9-17

CONTRACTOR

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

Robert Gray, President
Printed Name and Title

Dated: 5/3/2017

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

Lloyd de la Mas, Secretary
Printed Name and Title

Dated: 5/5/17

*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.



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www.hdlcompanies.com

Exhibit SA
Payment and Statement of Work Supplemental
and Additional Provisions
Monterey County, CA – April 27, 2017

Project Summary

Monterey County is a current HdL Software client utilizing the HdL Prime Software to track Transient Occupancy Taxes. The County now desires to utilize the HdL Prime Software application to track cannabis and general commercial business licenses. The County has requested a Statement of Work with all associated costs for the above mentioned work.

Scope of Work:

- 4 new rates types with associated fees, penalties and interest calculations
- Renewal messages for each rate type if necessary. County and HdL to define number and text of messages
- Web module page modifications to accommodate information related to the cannabis and general commercial license.
- Custom Reports:
 - o Business License Application (Commercial Cannabis Supplement).
 - o Business License Application (General Commercial License)
 - o Business License Certificate
 - o Business License Fee Board Order
 - o Cannabis Tax Return
 - o Cannabis Tax Statement
 - o Cash Receipt Report Modification

This Scope of Work does not include any custom software programming to the existing HdL Prime Software System and Web Modules.

Costs

The cost for the above-mentioned work shall be as follows:

- \$10,000.00. Due within 30 days of Statement of Work execution.
Note: County will utilize the \$5,000 originally intended for the integration to the Heartland Financial System to defray the cost of the work described in this Scope of Work.

Requirements

County has existing HdL Prime Software System with Web Module; therefore, no technical changes or additional requirements are expected as a result of the Scope of Work as outlined above.

Timeline

The timeline for the implementation of the work as described above shall be determined jointly by County and HdL.