

COUNTY OF MONTEREY
Amendment #2 to Agreement # A-14707
Community Networks Corporation dba Community Software Group

This Amendment #2 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “County”), and Community Networks Corporation dba Community Software Group (hereinafter “CONTRACTOR”).

WHEREAS, County and CONTRACTOR entered into Agreement #A-14707 with Community Software Group for software licensing and subscription fees with a term of April 29, 2020 through April 28, 2021 for a contract total of \$22,414 (hereinafter “Original Agreement”).

WHEREAS, the parties amended the Agreement via Amendment #1 by extending the term through April 30, 2023 and adding \$43,720 for a total contract amount of \$66,134.

WHEREAS, The parties wish to amend the Agreement via Amendment #2 by **extending the term through December 31, 2023 and adding \$5,750** for 5 additional software licenses for a new contract total **not to exceed \$71,884**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement and in Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **Page 9, #28 “Term of Agreement”**, the first sentence is amended to read as follows: The term of this agreement shall commence as of the effective date hereof and shall continue through **December 31, 2023**.
2. **Purchase Order No. 2, Item 2.3**, reflects the addition of the 5 new user licenses.
3. **Purchase Order No. 2, Item 5.2**, reflects the added annual fee of **\$2,875** for the five new licenses. The two year total of **\$5,750** brings the new contract total to **\$71,884**.
4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the original Agreement and Amendment #1..
5. A copy of this Amendment #2 shall be attached to the Original Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

DocuSigned by:
Lori A. Medina, DSS Director
By: _____
Lori A. Medina
DSS Director

Date: 12/13/2021 | 1:43 PM PST

CONTRACTOR:

Community Software Group
DocuSigned by:
Jeffrey Brown, President
By: _____
(Chair, President, Vice-President)

President

(Print Name & Title)

Date: 12/10/2021 | 10:22 AM EST

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

Approved as to Form:

Deputy County Counsel
DocuSigned by:
Anne Brenton, County Counsel

Date: 12/13/2021 | 1:23 PM PST

Approved as to Fiscal Provisions:

Auditor-Controller
DocuSigned by:
Gary Giboney

Date: 12/13/2021 | 1:36 PM PST

PURCHASE ORDER NO. 2

This Purchase Order No. 2 shall be governed by the terms and conditions of a certain Hosted Software Services Agreement by and between the parties dated 4/29/20.

Capitalized terms used in this Purchase Order and not otherwise defined shall have the same meaning as set forth in the body of the Hosted Software Services Agreement.

1. **Effective Date.** The effective date of this Purchase Order is 12/1/2021.

2. **SaaS Services.**

2.1 **Services Description.** CNC will license and host for Customer its CSG Engage software and the Community Action Plan eGov module, the functional description of which is attached as Exhibits A and B, hereto.

2.2 **Services Specifications.** CNC will provide unlimited hours of annual support per year for CSG Engage and for the Community Action Plan.

2.3 **Authorized Users.** 5 users of software will be authorized to use the hosted CSG Engage software for a 24 month period.

3. **Special Requirements.**

3.1 **Operational Requirements.** Customer's staff will access the software utilizing a commonly used browser. CNC and Customer will mutually implement agreed upon security protocols to protect Customer's data.

3.2 **Customer's Requirements.** Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

4. **Service Level Agreement Provisions** CNC expects to maintain a scheduled uptime of at least 99.9% (<.1% downtime).

5. **Subscription License Term; Fees**

5.1 **Subscription Term.** The initial term of this Purchase Order shall commence as of the Effective Date hereof and shall continue for a period of two years

5.2 **Subscription and Other Fees And Payment Terms.** The subscription license fees shall be payable on an annual basis or may be paid upfront if Customer chooses. Annual subscription license fee payments for CSG Engage shall be **\$2875**. The subscription fee covers software license, hosting and support. Subscription fees are payable within thirty (30) days after receipt of invoice.

5.3 **Fee Increases.** CNC may increase periodic subscription fees with at least sixty (60) days prior notice before the renewal of each Term of this Agreement.

5.4 **Fees For Backups.** Backup fees are included.

6. **Consulting And Training Services.**

6.1 **Services Description.** Travel on behalf of Customer for on-site training or for other purposes shall be billed at cost. Training done at the request of customer will be \$100/hour.

6.2 **Services Deliverables.** There are no additional consulting services to be provided.

6.3 **Schedule.** Schedule for trainings shall be mutually determined.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Community Networks Corporation dba Community Software Group

By: Jeffrey Brown, President
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Title: _____

Date: 12/10/2021 | 10:22 AM EST

County of Monterey

DocuSigned by:
By: Lori A. Medina, DSS Director
DF027950448749D...

Title: _____

Date: 12/13/2021 | 1:43 PM PST

Approved as to Form

County Counsel: Anne Breerton, County Counsel
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Date: 12/13/2021 | 1:23 PM PST

Approved as to Fiscal Provision

DocuSigned by:
Auditor-Controller: Gary Giboney
D3834BFEC1D8449...

Date: 12/13/2021 | 1:36 PM PST