

**AMENDMENT NO. 1 TO STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY and
Orbis Partners, LLC**

THIS AMENDMENT NO. 1 to the Agreement by and between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Orbis Partners, LLC (hereinafter, “CONTRACTOR”), is hereby entered into between the County and CONTRACTOR (collectively, “the Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with the County on September 20, 2021, (hereinafter, “Agreement”) to provide software licensing, hosting and support for fifty (50) users for the CaseWorks-YASI software, to include eTraining (hereinafter, “services”), through September 19, 2024, for an amount not to exceed \$69,223.50; and

WHEREAS, additional needs have been identified for read-only licenses, expanded training support with a coaching module and supplementary e-training accounts to allow for future staff training and provide for efficient utilization of the software to meet the mandated service needs; and

WHEREAS, access and release of software licenses did not occur until November 24, 2021, the actual term of services is effective three years from this date and there is a need to extend the term of the agreement to align with provision of these services, as well as allow for full usage of the additional e-training accounts; and

WHEREAS, the Parties wish to amend the Agreement to add Exhibit A-1, Additional Services to add additional read-only licenses and e-Training accounts, and expanded training support with coaching curriculum; extend the term of the Agreement for four (4) additional months to January 31, 2025, and increase the Agreement’s amount by \$24,000 for a total not to exceed amount of \$93,223.50;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend first Sentence of Paragraph 1.0, “Services to be Provided” to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits, A and A-1 in conformity with the term so the Agreement.

2. Amend Paragraph 2.0, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The

total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$93,223.50.

3. Amend Paragraph 3.0, "Term of Agreement", Item 3.01, to read as follows:

The term of this Agreement is from September 20, 2021 to January 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Scope of Services and Additional Provisions" to read as follows:

The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:

Exhibit A - Scope of Services/Payment Provisions

Exhibit A-1 – Additional Services

Exhibit B – Other-Exceptions to County Standard Agreement

5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

DocuSigned by:

Gary Giboney

D38348FEC1D0448...

Deputy Auditor/Controller

Dated: 12/8/2021 | 8:57 PM PST

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DocuSigned by:

Anne Brereton

44E082B3FBEA412...

Anne K. Brereton
Deputy County Counsel

Dated: 12/8/2021 | 5:31 PM PST

CONTRACTOR

DocuSigned by:

Alexander P. Stringer

2066074A14E14AD...

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

Alexander P. Stringer, chief operations officer

Printed Name and Title

Dated: 12/8/2021 | 2:15 PM EST

DocuSigned by:

Logan Greenspan

3C2718FA02FA48F...

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

Logan Greenspan, Co-Chief Executive Officer

Printed Name and Title

Dated: 12/8/2021 | 11:37 AM PST

*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.

EXHIBIT A-1 – ADDITIONAL SERVICES

1) Add to Section 5, “Licenses, Hosting and Support Fees”

5.1.a.) Twenty (20) read-only licenses for CaseWorks to be supplied to account holders who will not be directly involved in entering assessments and case plans into the Caseworks software. These accounts have the same privileges as the full-price licensed accounts with the exception that read-only users cannot alter information entered for individual assessments and case plans or complete new assessments or case plans.

Cost: \$4,000/year

2) Add to Section 7, “Training”

7.1.a) Twenty (20) additional eTraining accounts billable at the commencement of the contract amendment to be used (without expiring) as needed. The intended use of these accounts is to furnish training as needed to new staff at any point in the implementation of the assessment project.

Cost: \$3,500 (one-time)

3) Add to Section 7, “Training”

7.3) Training for Six (6) coaches to include a total of 10 hours of training over five (5) scheduled sessions with additional support as needed from coach trainers. The coach curriculum includes six (6) one-on-one sessions (one per coach) whereby the coach demonstrates the coaching skills learned in the training with the participation of a staff volunteer. Coach trainers will also provide individual virtual support to each coach as needed in preparing for the demonstrations. Five (5) Coaching Kits that include group exercises that coaches can use with staff are also included and will be released over a period of 12 months after the coaching curriculum has been completed. To be billed at completion of coaching.

Cost: \$8,500 (one-time)