

**AMENDMENT NO. 1 TO AGREEMENT  
BY & BETWEEN  
COUNTY OF MONTEREY  
&  
HLP, INC.**

**THIS Amendment No. 1** is made to the Agreement by and between HLP, INC. (“CONTRACTOR”), and the County of Monterey, a political subdivision of the State of California (“County”).

**WHEREAS**, on August 25, 2015 the Monterey County Board of Supervisors ratified, authorized and approved a non-standard Agreement (the “Agreement”) for the provisions of software license subscriptions, software maintenance/support, and technical support services between the County and CONTRACTOR effective July 1, 2014; and

**WHEREAS**, August 25, 2015 County and CONTRACTOR entered into an Agreement with a term effective from July 1, 2014 through June 30, 2017 for an amount not to exceed \$55,680; and

**WHEREAS**, County and CONTRACTOR wish to amend the Agreement via Amendment No. 1 to extend the Agreement through June 30, 2019 and to increase the amount of the Agreement by \$21,120.00 (\$10,560 annually) for the services to be provided for a total amount not to exceed \$76,800.

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

1. Section 2.01, “PAYMENT PROVISION”, is amended to read as follows: County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit 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 \$76,800.00.
2. Section 3.01, “TERM OF AGREEMENT” is amended to read as follows: The term of this Agreement is from July 1, 2014 to June 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.
3. 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.
4. A copy of this Amendment No. 1 shall be attached to the Agreement and shall be incorporated therein as if fully set forth in the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 as of the date set forth below their respective signatures.

-----*This section left blank intentionally*-----

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form

By: Rebecca M. Encinas  
Deputy County Counsel

Date: May 22, 2017

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

Approved as to Liability Provisions

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

HLP, INC

By: Robert K. Hoover  
(Signature of Chair, President, or  
Vice-President)\*

Date: 04/28/17  
Robert K. Hoover  
Name and Title

By: Diane L. Hoover  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Date: 04/28/17  
Diane L. Hoover, secretary  
Name and Title

\*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**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**I. Scope of Services**

This Agreement is for the provision of Chameleon/CMS Software Package and the Public Access Software Package, combined ("CMS") license subscription, software maintenance/support defined in Exhibit B, Software Licensing Subscription Terms/Conditions, and other application and technical support services as requested by County, for one (1) server and ten (10) workstations software licenses.

**A. Software Maintenance/Support**

1. The yearly license and maintenance/support subscriptions for CMS entitle County to receive the following software maintenance/support services as part of the software subscription:

- a. Technical Support: Monday-Friday, 8am- 5pm PST excluding weekends, Christmas Eve, New Year's Eve, and Federal Holidays.
- b. Access to online published reports, upload and download data regarding the application, and accessibility to user forums hosted by CONTRACTOR.

B. Technical Support not covered under the yearly software licensing/maintenance/support costs can be requested in writing by County. Examples of technical support not covered under the standard software subscription and maintenance/support services may include but is not exclusive to: server upgrades, server moves, operating system upgrades, and other activities initiated by County. CONTRACTOR shall provide written proposal and estimated cost at an Hourly Rate of \$75. Upon written approval by County, services may commence.

**II. Term of the Agreement**

The term of this Agreement shall be retroactive to July 1, 2014 through June 30, 2019 unless sooner terminated pursuant to the terms of this Agreement.

**III. Schedule of Rates**

Following table reflects the rates under this Agreement.

Qty	Description	Rate
1	Server License	\$960
1	Workstation License	\$960
1	Hourly rate for Technical Support conducted at County facility not included in recurring software license maintenance/support costs, including but not limited to, support during server or operating upgrades which is the responsibility of the County.	\$75

**IV. Payment Provisions**

1. For the software licensing maintenance/support and technical support, the maximum obligation of the County shall be **\$76,800**. The payment conditions as specified in section 6 of the Agreement shall apply. The Agreement cost breakdown is as follows:

<b>Term</b>	<b>Description</b>	<b>Qty License</b>	<b>Cost</b>
July 1, 2014-June 30, 2015	CMS Software License Subscription, Maintenance/Support	11	\$10,560.00
July 1, 2015-June 30, 2016	CMS Software License Subscription, Maintenance/Support	11	\$10,560.00
July 1, 2016-June 30, 2017	CMS Software License Subscription, Maintenance/Support	11	\$10,560.00
July 1, 2017-June 30, 2018	CMS Software License Subscription, Maintenance/Support	11	\$10,560.00
July 1, 2018-June 30, 2019	CMS Software License Subscription, Maintenance/Support	11	\$10,560.00
April 1, 2015-June 30, 2019	Technical Services not included in Software License Support/Maintenance Recurring Costs	\$75/Hour	\$9,000
July 1, 2015-June 30, 2019	Additional Software Licenses as Requested and Approved by County	N/A	\$15,000
		<b>TOTAL</b>	<b>\$76,800</b>

2. In order to be reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at: [https://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

3. Any tax, such as sales and use taxes, exclusive of properly and income taxes, that CONTRACTOR is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR. This obligation extends retroactively if so assessed by a taxing agency.

4. Invoices shall be mailed to:  
 Monterey County Health Department, Environmental Health  
 1270 Natividad Road  
 Salinas, CA 93906  
 Attn: Accounts Payable