AMENDMENT No. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY &
HLP, Inc.

AMENDMENT No. 3 to the AGREEMENT made by and between the County of Monterey, a political subdivision of the State of California, ("COUNTY") and HLP, Inc., ("CONTRACTOR") with respect to the following.

WHEREAS, the COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of Chameleon/CMS and Public Access software license subscription, software maintenance/technical support, professional services, for the term of July 1, 2020 through June 30, 2023, and for a total not to exceed $71,080; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 to add $90,120 and extend the term for an additional three (3) years, and replace Exhibit A; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 2 to replace Exhibit A, remove Web Licensing related services and add WebDonation Services, reducing the total AGREEMENT amount by $19,770, for a new Total Agreement Amount of $141,430; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add $62,863 for a new total Agreement amount of $204,293 and extend the term for an additional three years for a new term of July 1, 2020 through June 30, 2029, and replace Exhibit A to update the price list.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Section 2, "Payment Provisions", shall be amended by removing,** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $141,430", **and replacing it with** "The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of $204,293".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from July 1, 2020 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from July 1, 2020 to June 30, 2029, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **Exhibit A, "Scope of Services/Payment Provisions", shall be amended by removing** "Exhibit A" of this agreement **and replacing it with** "Exhibit A-3". All references in the AGREEMENT to Exhibit A shall be construed as a reference to Exhibit A-3.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on April 28, 2020.

6. This AMENDMENT No. 3 shall be effective upon execution.

********** **SIGNATURE PAGE TO FOLLOW** **********

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

County Purchasing Agent

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Ma Mon
2617DD077D654DE...
Ma Mon
Deputy Auditor/Controller
Chief Deputy Auditor-Controller
Dated:
5/26/2026 | 9:54 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Signed by:
Michael Wilden
206E38174D4940D...
Michael Wilden
Office of County Counsel
Deputy County Counsel
Dated: 5/26/2026 | 1:43 PM PDT

Signed by:
C7A30BA59CA0423...
Director of Health Services

Dated: 6/30/2026 | 3:46 PM PDT

CONTRACTOR – **HLP, Inc.**

By: Signed by: Michael Landsberger D3C1A9AF683F455...
Signature of Chair, President, or Vice-President

Michael Landsberger General Manager
Printed Name and Title

Dated: 5/20/2026 | 11:27 AM PDT

By: Signed by: Mark G Finley 0BBF7DC889794F0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Mark G Finley Director, Finance
Printed Name and Title

Dated: 5/20/2026 | 7:36 AM PDT

*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-3

To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
("COUNTY")
AND
HLP, Inc., ("CONTRACTOR")

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR to provide Chameleon/CMS, software maintenance/support defined in Exhibit B, Software Subscription Terms and Conditions, and other application and technical support services as requested by COUNTY, for **1 server and 10 workstations software licenses** – concurrent users.

A.1.1 Software Maintenance/Support

1. The yearly license and maintenance/support subscriptions for CMS and Chameleon/Public Access 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 all Federal holidays.

   b. Access to online published reports, upload and download data regarding the application, and accessibility to user forums hosted by CONTRACTOR.

2. Technical Support not covered under the yearly software licensing/maintenance/support costs can be requested in writing by COUNTY.

   a. Examples of technical support not covered under the standard software subscription and maintenance/support services may include but is not exclusive to: server upgrades, changes or support as a result of server operating system upgrades, and other activities initiated by COUNTY.

   b. CONTRACTOR shall provide written proposals and estimated costs based on the applicable hourly rate between $150 - $250, depending on the nature and scope of services to be performed. Upon written approval by COUNTY, services may commence.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **$204,293** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Schedule of Rates

Qty	Description	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29
1	Chameleon Server Support & Maintenance (License includes technical support)	$1,050	$1,071	$1,092
1	Chameleon Workstation Support & Maintenance (License)	$1,050	$1,071	$1,092
1	Hourly Rates for Technical Support conducted at County's facility may vary depending on the nature and scope of services performed and are not included in recurring software license maintenance or support costs. Such services include but are not limited to support during server or operating system upgrades, which is County responsibility.	$150 - $250	$150 - $250	$150 - $250

SERVICE DESCRIPTION	QTY LICENSE	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029	TOTAL COST
Chameleon Service Support & Maintenance	1	$1,050	$1,071	$1,092	$3,213
Chameleon Workstation Support & Maintenance	10	$10,500	$10,710	$10,920	$32,130
WebDonation Service Fee	1 Year	**12/1/2026 – 11/30/2027** $3,840	**12/1/2027 – 11/30/2028** $3,840	**12/1/2028 – 11/30/2029** $3,840	$11,520
Additional Software Licenses as Requested and Approved by County	As Needed	As Needed	As Needed	As Needed	$16,000
				Total	**$62,863.00**

Software subscription fees are invoiced yearly prior to the beginning of the software subscription term and paid by COUNTY up front.

COUNTY and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available

online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices may be mailed to: Monterey County Health Department
Administration Bureau/Animal Services
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: 296-FinanceAS@countyofmonterey.gov
Cc: burnhamc1@countyofmonterey.gov

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Certificate Of Completion

Envelope Id: 33E70F24-740D-8CC1-8359-3EEA50D5F3C7
Status: Completed
Subject: Docusign: HLP_Amd. No. 3 (FINAL DRAFT)
Source Envelope:
Document Pages: 6
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Juanita Sanders
AutoNav: Enabled
sandersjm@countyofmonterey.gov
EnvelopeId Stamping: Enabled
IP Address: 192.92.176.113
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/19/2026 10:38:09 AM
Holder: Juanita Sanders
sandersjm@countyofmonterey.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Mark G Finley mark.finley@petplace.com Director, Finance Security Level: Email, Account Authentication (None)	Signed by: Mark G Finley 0BBF7DC889794F0... Signature Adoption: Pre-selected Style Using IP Address: 173.54.188.183	Sent: 5/20/2026 7:30:46 AM Viewed: 5/20/2026 7:36:10 AM Signed: 5/20/2026 7:36:46 AM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 7:36:10 AM ID: 842c90f3-91ae-471e-ac92-e195c66b99c9		
Michael Landsberger Michael.Landsberger@petplace.com General Manager Security Level: Email, Account Authentication (None)	Signed by: Michael Landsberger D3C1A9AF683F455... Signature Adoption: Pre-selected Style Using IP Address: 158.106.197.34	Sent: 5/19/2026 10:42:51 AM Viewed: 5/20/2026 11:26:56 AM Signed: 5/20/2026 11:27:02 AM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 11:26:56 AM ID: 8eeecb13-daa2-41e9-abe7-893c3918c391		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mark Finley Mark.Finley@petplace.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/20/2026 5:51:01 AM Viewed: 5/20/2026 7:14:39 AM
Electronic Record and Signature Disclosure: Accepted: 5/20/2026 5:50:31 AM ID: f3cbd86a-8a32-4ebc-a04f-3fc2e1ada204		

Carbon Copy Events	Status	Timestamp
Michelle Blattler michelle.blattler@petplace.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/20/2026 6:24:07 AM ID: 63c61eef-0589-40c0-a0e0-8bfaf82ddfac	COPIED	Sent: 5/19/2026 10:42:54 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2026 10:42:55 AM
Certified Delivered	Security Checked	5/20/2026 11:26:56 AM
Signing Complete	Security Checked	5/20/2026 11:27:02 AM
Completed	Security Checked	5/20/2026 11:27:02 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Health:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: urenae1@co.monterey.ca.us

To advise Health of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenae1@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Health

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Health

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Health during the course of your relationship with Health.