

**AMENDMENT #3 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & HDL SOFTWARE, LLC**

THIS AMENDMENT No. 3 is made to the AGREEMENT for the provision of 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 parties had previously entered into an agreement for web application services with a term of June 1, 2016 through May 31, 2018; and

WHEREAS, the parties amended the original Agreement on May 12, 2017 to add additional services and to increase the total amount of the AGREEMENT due to the addition of those services, for the total Agreement not to exceed \$78,500, and amended it further in 2018 to further expand services, extend the term and adjust the payment provision; and

WHEREAS, this amendment is necessary for the continuation of existing HdL Prime – Business License Software System and Web Modules that support business licenses and transient occupancy and cannabis tax collection; and

WHEREAS, the County and HDL SOFTWARE, LLC wish to amend the AGREEMENT to reflect the County’s exercise of the option to extend the Agreement for an additional three (3) years, for an additional total amount of the AGREEMENT not to exceed \$26,748.69, for that additional period.

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 \$92,600.00.”* **and replacing it with** *“The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of \$119,358.69. The total financial liability to the County for the period of June 1, 2019 to June 30, 2022 pursuant to the terms of the Amended Agreement shall not exceed \$26,748.69.”*
2. Effective June 1, 2019, and for the remainder of the Term of the Agreement, the Payment for Services rendered Exhibit A.1 shall be replaced in its entirety with the Payment Provision rendered Exhibit B-3, attached to this Amendment No. 3.
3. **Section 3.0, “TERM OF AGREEMENT, shall be amended by removing** the following sentence of that provision: *“The term of this Agreement is from June 1, 2016 to May 31, 2019, unless sooner terminated pursuant to the terms of this Agreement”*, **and replacing it with** *“The*

*term of this Agreement is from **June 1, 2016 to June 30, 2022**, unless sooner terminated pursuant to the terms of this Agreement”.*

4. If there are any conflicts or inconsistencies between the provisions of AGREEMENT as previously amended and this AMENDMENT, the provisions of this AMENDMENT shall govern. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 14, 2016.

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 5-21-19

Approved as to Fiscal Provisions:

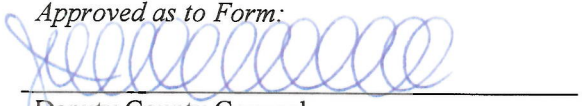

Deputy Auditor/Controller

Dated: 4/17/2019

Approved as to Liability Provisions:


Risk Management
Dated: _____

Approved as to Form:


Deputy County Counsel

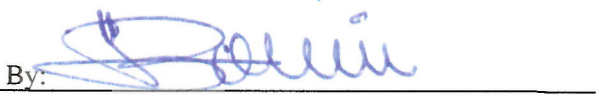
Dated: 4-15-19

CONTRACTOR

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

Robert Gray, President
Printed Name and Title

Dated: 4/5/2019

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

GEORGE BONNIN
Printed Name and Title *Assistant Secretary (per email)*

Dated: 4/5/2019

*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 B-3

Payment Provision

County of Monterey, CA

This Payment Provision does not include any custom software programming to the existing HdL Prime – Business License Software System and Web Modules.

Costs

- The annual use fee for the County's HdL Prime -Business License software application with Web Module shall be as follows.
 - Year 1 – June 1, 2019 to June 30, 2020 - \$8,916.23
 - Year 2 – July 1, 2020 to June 30, 2021 - \$8,916.23
 - Year 3 – July 1, 2021 to June 30, 2022 - \$8,916.23
- All annual use invoices shall be paid within 30 days of the invoice date

Requirements

- County of Monterey has existing HdL Prime Software System with Web module; therefore, no technical changes or additional requirements are expected as a result of the Payment Provision as outlined above.

Timeline

This Statement of work and its term extension shall go into effect on June 1, 2019.

ROUTING FORM – RQN #: 4907

Date: 4/11/2019

AGREEMENT

AMENDMENT

BOARD REPORT FOR PRE-APPROVAL

Vendor Name: HDL SOFTWARE, LLC.

Title/Brief Description of Document: AMENDMENT NO. 3

Originating Dept.: Treasurer Tax Collector Dept. Contact WITH Phone #: Jackie Goetz, x5833

This Agreement or Amendment requires Board Approval: Yes No

This Agreement requires an MYA: Yes No

RECEIVED APR 24 2019

AGREEMENT TYPE

<input type="checkbox"/>	RQNSA – Standard Agreement	<input type="checkbox"/>	RQNNS – Non-Standard Agreement
<input type="checkbox"/>	RQNIT – ITD Standard Agreement	<input type="checkbox"/>	RQNIN – ITD Non-Standard Agreement
<input checked="" type="checkbox"/>	RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/>	Non-Standard Board Agreement (Not to be tracked within RQN)
<input type="checkbox"/>	Insurance & Endorsement Current	<input type="checkbox"/>	VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	<i>[Signature]</i>	<i>w/ title & attachment issues A-19-01068 X2</i>	<i>4-15-19</i>
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)	<i>Bm</i>		<i>4/17/2019</i>
5th	Contracts/Purchasing (required)	<i>[Signature]</i>	<i>Had insurance 4-19</i>	
	Return to Originating Department Instructions		Jackie Goetz, x5833	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: _____

Where's the Board Dept.?

OK GE 4-22-19