

**AMENDMENT NO. 1 TO SOFTWARE AND
MAINTENANCE PROGRAMMING AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND
HOMELAND JUSTICE SYSTEMS, INCORPORATED**

THIS AMENDMENT NO. 1 to the Software and Maintenance Programming Agreement #A-14028 by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and **HOMELAND JUSTICE SYSTEMS, INCORPORATED** (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 Software and Maintenance Programming Agreement with the County on July 3, 2018 (hereinafter, "Agreement") for the provision of software maintenance and support services for Smart Probation Case Management System (hereinafter, "services"), through June 30, 2021 for an amount not to exceed \$474,938; and

WHEREAS, it is necessary for the County continue to improve collaboration, accountability, data collection and evaluation of service delivery and outcome measures with contracted AB109 service providers and programs; and

WHEREAS, the County is expanding integration between probation case management and service-related data with the implementation of a new service management system (SMS); and

WHEREAS, the Parties wish to amend the Agreement to include agreed upon additional services for hosting new Smart Probation Service Management System (SMS) effective May 15, 2019 through June 30, 2021, and increase the Agreement's amount by \$58,100, for a total not to exceed amount of \$533,038.

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

1. Paragraph 2, "Payment Provisions", shall be amended to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$533,038.

2. Paragraph 7, "Payment Conditions", shall be amended to read as follows:

For the services described in this Agreement, the maximum obligation of the County will be \$533,038.

3. Exhibit A – Scope of Work/Payment Provisions, shall be amended with the addition of

Item e) Hosting of Service Management System (SMS):

Contractor shall provide Server Set up and configuration of SMS with a one-time fee of \$3,500. Monthly recurring cost of \$2,100 (\$25,200 per year) includes secured network on a dedicated server, secured access control, 100 MB speed with 1GB burstable, 99.9% uptime, backup and maintenance of servers.

4. 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.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No.1.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement 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:



Deputy Auditor/Controller

Dated: 5-3-19

Approved as to Content:



Marcia Parsons, Chief Probation Officer

Dated: 5-6-19

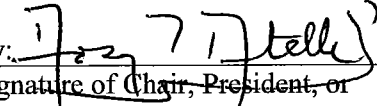
Approved as to Form:



Anne K. Brereton, Deputy County Counsel

Dated: 5-3-19

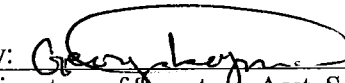
CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

JOSEPH ATALLA, CEO/President
Printed Name and Title

Dated: 4/30/2019

By: 

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

George Kaymaz, Secretary
Printed Name and Title

Dated: 4-30-19

*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.