

**AMENDMENT #4 TO AGREEMENT BY AND BETWEEN
HDL SOFTWARE LLC
AND
THE COUNTY OF MONTEREY**

THIS AMENDMENT #4 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, hereafter referred to as “COUNTY”.

WHEREAS, the parties had previously entered into an AGREEMENT for web application services with a term of June 1, 2016 to May 31, 2018; and

WHEREAS, the parties amended the original AGREEMENT via AMENDMENT NO. 1 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 \$78,500.00, and

WHEREAS, the parties amended the original AGREEMENT via AMENDMENT NO. 2 on June 29, 2018 to further expand services, extend the term from June 1, 2016 to June 30, 2019, and adjust the payment provision for the total AGREEMENT not to exceed \$92,600.00; and

WHEREAS, the parties amended the original AGREEMENT via AMENDMENT NO. 3 on May 21, 2019 to for a revised agreement term of June 1, 2016 to June 30, 2022 and adding an additional \$26,748.69 for AGREEMENT not to exceed of \$119,358.69, and

WHEREAS, the County and HDL SOFTWARE, LLC wish to amend the AGREEMENT via AMENDMENT NO. 4 for an additional three (3) years for a revised agreement term of June 1, 2016 to June 30, 2025, adding an additional \$31,261.31 for a revised AGREEMENT not to exceed of \$150,620.00.

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

1. Section 2.0, of the original Agreement “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 “119,358.69” and replacing it with “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$150,620.00”
2. Effective July 1, 2022, and for the remainder of the Term of the Agreement, the Payment for Services rendered Exhibit A.1 shall be replaced in it’s entirety with the Payment Provision rendered Exhibit A-4, attached to this Amendment No. 4.
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 June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement”, and replace it with “The term of this Agreement is from July 1, 2022 to June 30, 2025, 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 this AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the County on June 13, 2016.

IN WITNESS WHEREOF, the parties have executed AMENDMENT NO. 4 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

DocuSigned by:
By: Andrew Nickerson
Signature of Chair, President, or Vice-President

Dated:

Andrew Nickerson, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 3/2/2022

Deputy Auditor/Controller

DocuSigned by:
By: Richard Park
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated:

Richard Park, CFO
Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 3/3/2022

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

*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.



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EXHIBIT A - 4

County of Monterey, CA

Project Summary

The County of Monterey, CA is a client for HdL's Prime - Business License Software System. The County and HdL now desire execute a new Agreement for HdL's services with an expiration date of June 30, 2025.

Term of Agreement:

- The County of Monterey and HdL Software agree to extend the agreement term an additional three (3) years from July 1, 2022, extending to June 30, 2025.

Annual Use Fee Costs

- The annual use fee for the County's HdL Prime - Business License software application with Web Module covering the years 2022 thru 2025 shall be as follows.
- Year 1 – July 1, 2022, to June 30, 2023 - \$9,629.53
- Year 2 – July 1, 2023, to June 30, 2024 - \$10,399.89
- Year 3 – July 1, 2024, to June 30, 2025 - \$11,231.88

Requirements

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

Timeline

The first-year annual use fee shall go into effect on July 1, 2022. All annual use fee invoices shall be paid in accordance with the terms and conditions of the agreement.