

**AMENDMENT NO. 3 TO SOFTWARE AND  
MAINTENANCE PROGRAMMING AGREEMENT  
BY AND BETWEEN  
COUNTY OF MONTEREY AND  
HOMELAND JUSTICE SYSTEMS, INCORPORATED**

**THIS AMENDMENT NO. 3** 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**, the Agreement was amended on June 3, 2019 (hereinafter, "Amendment No. 1") 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; and

**WHEREAS**, the Agreement was amended on April 21, 2021 (hereinafter, "Amendment No. 2") to update the scope of work to remove services for the hosting Smart Probation Service Management System (SMS), extend the term date for up to two (2) additional years through June 30, 2023, and increase the Agreement's amount by \$47,493, for a total not to exceed amount of \$580,531; and

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

**WHEREAS**, the County is in the implementation phase of a new case management system (CMS) and the services of and access to the current CMS will need to continue until it is fully completed; and

**WHEREAS**, cost savings were realized in the areas of on-site services and travel reimbursement, supporting licensing fee reimbursement and hosting, resulting in available funds for use under maintenance and support in fiscal year FY2023-2024; and

**WHEREAS**, effective July 1, 2023, the Parties wish to amend the Agreement to update the scope of work to extend the term date for up to one (1) additional year through June 30, 2024, and increase the Agreement's amount by \$62,000, for a total not to exceed amount of \$642,531.

**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 \$642,531.”

2. Paragraph 3, “Term of Agreement”, first sentence shall be amended to read as follows:

“The term of this Agreement is for six (6) years, from July 1, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.”

3. Paragraph 7, “Payment Conditions”, first sentence shall be amended to read as follows:

“For the services described in this Agreement, the maximum obligation of the County will be **\$642,531**; effective July 1, 2023, the Maintenance and Support Fees will be invoiced in six-month increments, occurring on July 1, 2023 and January 1, 2024, based on the rates listed and timeframe as defined in Exhibit A – Scope of Work/Payment Provisions, Item a) Maintenance and Support rate table.”

4. Exhibit A – Scope of Work/Payment Provisions, **Item a) Maintenance and Support** shall be amended by replacement of the rate table with the following:

| <b>Fiscal Year</b> | <b>Maximum Amount</b> | <b>Description</b>   |
|--------------------|-----------------------|--|
| 18-19              | \$75,000.00           |  |
| 19-20              | \$75,000.00           | not to exceed the CPI for the prior year or 5%, whichever is less  |
| 20-21              | \$75,000.00           | increase not to exceed the CPI for the prior year or 5%, whichever is less   |
| 21-22              | \$78,750.00           | TBD, increase if included on invoice will not exceed the CPI for the prior year or 5%, whichever is less                                   |
| 22-23              | \$39,375.00           | July 1, 2022 – December 31, 2022 TBD, increase if included on invoice will not exceed the CPI for the prior year or 5%, whichever is less. |
| 22-23              | \$39,375.00           | January 1, 2023 – June 30, 2023 TBD, increase if included on invoice will not exceed the CPI for the prior year or 5%, whichever is less   |
| 23-24              | <b>\$40,560.00</b>    | July 1, 2023 – December 31, 2023 TBD, increase if included on invoice will not exceed the CPI for the prior year or 5%, whichever is less. |
| 23-24              | <b>\$40,560.00</b>    | January 1, 2024 – June 30, 2024 TBD, increase if included on invoice will not exceed the CPI for the prior year or 5%, whichever is less   |
| <b>TOTAL</b>       | <b>\$463,620.00</b>   |  |

5. Effective July 1, 2023, Exhibit A – Scope of Work/Payment Provisions, Paragraph b., **Software Development and Project Management** shall be amended to read as follows:

“Additional services, including but not limited to project management; consulting to include data mapping, data clean up, and assistance for migration to new CMS; and training and software development, is at the cost of **\$200.00 per hour**, and will require County’s approval prior to commencing any work. “

6. 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.
7. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No.3.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment No. 3 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: \_\_\_\_\_

*Approved as to Content:*

\_\_\_\_\_  
**Todd Keating, Chief Probation Officer**

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
**Deputy County Counsel**

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name and Title

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.