DocuSign Envelope ID: 778548FF-6095-4573-8539-EECCD3C3AD36

AMENDMENT NO. 2 TO SOFTWARE AND MAINTENANCE PROGRAMMING AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND HOMELAND JUSTICE SYSTEMS, INCORPORATED

THIS AMENDMENT NO. 2 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. 2") 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, 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 researching the expansion of integration between probation case management and service-related data with the Courts and the implementation of a new case management system (CMS); and

WHEREAS, effective July 1, 2021, the Parties wish to amend the Agreement 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.

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

DocuSign Envelope ID: 778548FF-6095-4573-8539-EECCD3C3AD36

total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of $580,531.

2. Paragraph 3, "Term of Agreement" shall be amended to read as follows:

   The term of this Agreement is for four (4) years and six (6) months, from July 1, 2018 to June 30, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and County and with County signing last, and Contractor may not commence work before County signs this Agreement.

   Effective January 1, 2023, the County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice to CONTRACTOR. This language supersedes all prior termination terms and conditions.

3. 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 **$580,531**.

4. Paragraph, "Contacts, Monterey County Probation Department" shall be amended to read:

   Name: Robert Icard, DISM
   Telephone #: (831) 784-5751
   E-mail Address: icardr@co.monterey.ca.us

   Name: Wendi Reed, MA II
   Telephone #: (831) 755-3985
   E-mail Address: reedwl@co.monterey.ca.us

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

Fiscal Year	Maximum Amount	Description
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

DocuSign Envelope ID: 778548FF-6095-4573-8539-EECCD3C3AD36

		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
TOTAL	**$382,500.00**	

6. Effective July 1, 2021, Exhibit A – Scope of Work/Payment Provisions, shall be revised by removal 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.

7. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.

8. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

9. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No.2.

DocuSign Envelope ID: 778548FF-6095-4573-8539-EECCD3C3AD36

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

MONTEREY COUNTY

DocuSigned by:
Debra Wilson, Contracts/Purchasing Supervisor
7B74193AA0D41B...

Contracts/Purchasing Officer

Dated: 4/21/2021 | 4:03 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Deputy Auditor/Controller

Dated: 4/21/2021 | 3:55 PM PDT

Approved as to Content:

DocuSigned by:
Todd Keating
54A4CC3FE2984CB...

Todd Keating, Chief Probation Officer

Dated: 4/21/2021 | 1:48 PM PDT

Approved as to Form:

DocuSigned by:
Anne Brereton
44E083B3EBEA412...

Anne K. Brereton, Deputy County Counsel

Dated: 4/21/2021 | 3:52 PM PDT

CONTRACTOR

By: DocuSigned by:
Joe Atalla
3651C74569C3432...

Signature of Chair, President, or Vice-President

Joe Atalla, President/CEO

Printed Name and Title

Dated: 4/21/2021 | 1:31 PM PDT

By: DocuSigned by:
George Hawat
18834909A20A401...

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

George Hawat, Treasurer

Printed Name and Title

Dated: 4/21/2021 | 1:43 PM 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.