

# COUNTY OF MONTEREY

## AMENDMENT #1 to AGREEMENT #A-13161

### National Council on Crime & Delinquency

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the National Council on Crime & Delinquency (hereinafter, "CONTRACTOR").

This Amendment modifies the Agreement for the provision of access to SafeMeasures reporting service for the Child Welfare Case Management System executed on June 14, 2016, (hereinafter, "Original Agreement") by adding \$85,050 effective April 30, 2018, as needed to continue access to SafeMeasures, increasing the total contract amount to \$166,050 and extending the term for two additional years through April 30, 2020. Therefore, the parties agree:

1. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:

2.01 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 \$166,050.00.

2. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from May 1, 2016 to April 30, 2020, 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 the County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3. Section 14.0 NOTICES of this Original Agreement is amended to read as follows:

#### FOR COUNTY:

Lori Medina, Deputy Director FCS  
1000 S. Main Street, Suite 112  
Salinas CA 93901  
831-755-4470

#### FOR CONTRACTOR:

Matt Wade, Interim Director  
426 South Yellowstone Drive, Suite 250  
Madison, WI 53719  
800-306-6223

DO NOT ACCEPT  
ORIGINAL

4. CONTACT INFORMATION Section of EXHIBIT A of the Original Agreement is amended to read as follows:

FOR COUNTY:

Lori Medina, Deputy Director FCS  
1000 S. Main Street, Suite 112  
Salinas CA 93901  
831-755-4470  
[MedinaL@co.monterey.ca.us](mailto:MedinaL@co.monterey.ca.us)

FOR CONTRACTOR:

**Matt Wade, Interim Director**  
426 South Yellowstone Drive, Suite 250  
Madison, WI 53719  
800-306-6223  
[mwade@nccdglobal.org](mailto:mwade@nccdglobal.org)

5. Section 5 Term and Termination, Subsection 5.1 Term of EXHIBIT A of the Original Agreement is amended to read as follows:

5.1 Term. The Term of this Agreement shall commence on May 1, 2016 and end on **April 30, 2020** unless earlier terminated pursuant to Section 5.3. After expiration of the current Term, CONTRACTOR will not provide any Updates to COUNTY and COUNTY must cease all use of SafeMeasures.

6. Section 9. General, Subsection 9.3 Service Fees of EXHIBIT A the Original Agreement is amended to read as follows:

Service Fees. CONTRACTOR reserves the right to charge additional service fees if COUNTY seeks assistance for any other matters not explicitly covered by this Agreement. Agreements between COUNTY and CONTRACTOR for additional assistance/ services not covered under this Agreement will be negotiated under separate cover, or as an Amendment to this Agreement. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement for the period of May 1, 2016 – April 30, 2018 shall not exceed eighty-one thousand dollars (\$81,000). **The maximum amount payable by COUNTY to CONTRACTOR under this Agreement for the period of May 1, 2018 through April 30, 2020 shall not exceed eighty-five thousand fifty dollars (\$85,050).**

7. Section 9. General, Subsection 9.12 Notices of EXHIBIT A of the Original Agreement is amended to read as follows:

Notices. All notices or other communications required or permitted under this Agreement will be in writing and will be delivered by personal delivery, email (with delivery receipt) registered mail return receipt requested, a “Next Day Air” delivery service, or by facsimile transmission, addressed to the parties as indicated below:

CONTRACTOR:

**Matt Wade, Interim Director**  
426 South Yellowstone Dr. Suite 250  
Madison, WI 53719  
800-306-6223  
[mwade@nccdglobal.org](mailto:mwade@nccdglobal.org)

**COUNTY:**

**Primary Contact:**

Lori Medina, Deputy Director/ Family & Children's Services  
1000 South Main Street, Suite 112  
Salinas, CA 93901  
831-755-4470  
[medinal@co.monterey.ca.us](mailto:medinal@co.monterey.ca.us)

**Contact Person in Case of System Maintenance/Outage:**

**Arthur Lomboy**  
**Management Analyst II**  
713 La Guardia Street  
Salinas, CA 93905  
831-796-3557  
[lomboyab@co.monterey.ca.us](mailto:lomboyab@co.monterey.ca.us)

**Direct Invoices to:**

**Arthur Lomboy**  
**Management Analyst II**  
713 La Guardia Street  
Salinas, CA 93905  
831-796-3557  
[lomboyab@co.monterey.ca.us](mailto:lomboyab@co.monterey.ca.us)

8. Section 11. Payment Schedule of EXHIBIT A of the Original Agreement is amended to read as follows:

COUNTY shall pay CONTRACTOR an amount not to exceed forty thousand five hundred dollars (\$40,500) upon execution of this Agreement, but no later than June 30, 2016. COUNTY shall pay CONTRACTOR an additional \$40,500 no later than May 31, 2017. COUNTY shall pay CONTRACTOR an additional **forty-two thousand five hundred twenty-five dollars (\$42,525) no later than May 31, 2018. COUNTY shall pay CONTRACTOR an additional forty-two thousand five hundred twenty-five dollars (\$42,525) no later than May 31, 2019.**

**The maximum amount payable by COUNTY to CONTRACTOR under this Agreement is one hundred sixty-six thousand fifty dollars (\$166,050).**

9. Further Information section of EXHIBIT B of the Original Agreement is amended to read as follows:

**For more information, contact:**

**Matt Wade, Interim Director**  
426 South Yellowstone Dr. Suite 250  
Madison, WI 53719  
800-306-6223  
[mwade@nccdglobal.org](mailto:mwade@nccdglobal.org)

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

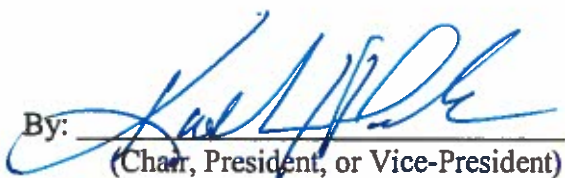
**COUNTY OF MONTEREY:**

**CONTRACTOR:**

National Council on Crime & Delinquency

By: \_\_\_\_\_  
Elliott Robinson  
Director, DSS

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
(Chair, President, or Vice-President)

KATHERINE PARK, CEO  
(Print Name & Title)

Date: 3-15-18

**Approved as to Form:**

  
Deputy County Counsel

Date: 3-22-18

By:  \_\_\_\_\_  
(Secretary, CFO, Treasurer)

Laurie J. Wetzel COO/CFO  
(Print Name and Title)

Date: 3-19-18

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

Date: 3-23-18