

**AMENDMENT NO. 4 TO AGREEMENT No. A-15534
BETWEEN
COUNTY OF MONTEREY and
Orbis Partners, LLC**

THIS AMENDMENT NO. 4 to the Agreement by and between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Orbis Partners, LLC (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 Standard Agreement with the County on September 20, 2021, (hereinafter, “Agreement”) to provide software licensing, hosting, and support for fifty (50) users for the CaseWorks-YASI software, to include eTraining (hereinafter, “services”), through September 19, 2024, for an amount not to exceed \$69,223.50;

WHEREAS, Agreement was amended by the Parties on January 24, 2022 (hereinafter, “Amendment No. 1”) to add Exhibit A-1, Additional Services to add additional read-only licenses and e-Training accounts, and expanded training support with coaching curriculum; extend the term of the Agreement for four (4) additional months to January 31, 2025, and increase the Agreement’s amount by \$24,000 for a total not to exceed amount of \$93,223.50;

WHEREAS, Agreement was amended by the Parties on February 1, 2023 (hereinafter, “Amendment No. 2”) to add Exhibit A-2, Additional Services to add forty (40) additional e-training accounts and increase the Agreement’s amount by \$6,922 for a total not to exceed amount of \$100,145.50; and

WHEREAS, Agreement was amended by the Parties on April 15, 2024 (hereinafter, “Amendment No. 3”) to add Exhibit A-3, Additional Services to provide virtual training sessions for fifty (50) staff and coach refresher training for six (6) staff, and increase the Agreement’s amount by \$14,800 for a total not to exceed amount of \$114,945.50; and

WHEREAS, there is a continued requirement for the software to meet the mandated service needs and necessary training for new and transferred staff; and

WHEREAS, the Parties wish to amend the Agreement to provide for annual software licenses, hosting, and support fees, add 60 additional e-training accounts, increase the Agreement’s amount by \$98,632 for a total not to exceed amount of \$213,577.50 and extend the term of the Agreement for two years, ten months for continued needs and to align with the term of the software licensing to November 23, 2027;

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

1. Amend first Sentence of Section 1.0, “General Description” to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and A-4 in conformity with the term so the Agreement.

2. Amend Section 2.0, "Payments Provisions", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2, A-3, and A-4, 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 \$213,577.50.

3. Amend first sentence of Paragraph 3.01, "Term of Agreement" to read as follows:

The term of this Agreement is from September 20, 2021 to November 23, 2027, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Section 4.0, "Scope of Services and Additional Provisions" to read as follows:

The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:

Exhibit A - Scope of Services/Payment Provisions

Exhibit A-1 – Additional Services

Exhibit A-2 – Additional Services

Exhibit A-3 – Additional Services

Exhibit A-4 – Additional Services

Exhibit B – Other-Exceptions to County Standard Agreement

5. Amend Exhibit A – Scope of Services/Payment Provisions, Item 2. "Terms and Termination" to read as follows:

This License, Hosting & Support Agreement is effective as of the installation date of the software for **6 years**, after which time this Agreement will expire, unless terminated by either party at least ninety (90) days prior to the end of the term, or unless replaced by a new Agreement or an Amendment to this Agreement that is mutually agreed upon by both parties.

6. Amend Exhibit A – Scope of Services/Payment Provisions, Item 5. "License, Hosting and Support Fees", Paragraph 5.1, to read as follows:

5.1. The license, hosting and support fees are \$19,760 for the first year, billable at the commencement of this contract. Annual fees for years 2-6 will be billed one month prior to the anniversary date each year, at the previous year's rate plus a maximum of 2% (to cover increased costs).

Estimated Annual license, hosting & support fees for 2024-2027.

November 23, 2024 – November 22, 2025	\$25,700
November 23, 2025 – November 22, 2026	\$26,214
November 23, 2026 – November 23, 2027	<u>\$26,738</u>
total	<u>\$78,652</u>

In addition, the CONTRACTOR for a one-time cost of \$19,980 to be billed with the Annual fees above for the period of November 23, 2024 to November 22, 2025, is adding sixty (60) additional e-training accounts for the County. Use of these accounts by the County over the term of the agreement are not subject to additional costs.

7. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
8. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties execute this Amendment No. 4 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:

DocuSigned by:
Patricia Ruiz
E70EF64E67464F6...

Deputy Auditor/Controller

Dated: 11/14/2024 | 8:21 AM PST

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Signed by:
Anne Brereton
74E083B3FBFA412...

Anne K. Brereton
Deputy County Counsel

Dated: 11/13/2024 | 4:44 PM PST

CONTRACTOR

DocuSigned by:
Alexander P. Stringer
2068074A14E14AD...

Signature of Chair, President, or Vice-President

Alex P. Stringer, Chief Operating Officer, Orbis Partners. LLC

Printed Name and Title

Dated: 11/13/2024 | 9:07 AM EST

Signed by:
Brenda Szumski
C250495CE834451...

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

Brenda Szumski, Chief Operating Officer-Empower Community Care

Printed Name and Title

Dated: 11/13/2024 | 6:37 AM PST

*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.

EXHIBIT A-4 – ADDITIONAL SERVICES

1) Add to Section 7, “Training”

7.1.d) Sixty (60) additional e-training accounts billable at the commencement of Amendment No. 4; to be used (without expiring) as needed. The intended use of these accounts is to furnish training as needed for new staff at any point during the duration of the Agreement term.

Cost: \$19,980 (one-time)