

AMENDMENT No. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & HLP, Inc.

AMENDMENT No. 1 to the AGREEMENT made by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and HLP, Inc., hereinafter referred to as “CONTRACTOR” with respect to the following.

WHEREAS, the COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of Chameleon/CMS and Public Access software license subscription, software maintenance/technical support, professional services, for the term of July 1, 2020 through June 30, 2023, and for a total not to exceed \$71,080; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$90,120 and extend the term for an additional three (3) years, and replace Exhibit A.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. **Section 2, “Payment Provisions”, shall be amended by removing**, “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$71,080”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$161,200”.
2. **Section 3.01, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this AGREEMENT is from **July 1, 2020 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”, **and replacing it with** “The term of this AGREEMENT is from **July 1, 2020 to June 30, 2026**, 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”.
3. **Exhibit A, “Scope of Services/Payment Provisions”, shall be amended by removing** Exhibit A of this agreement **and replacing it with** “Exhibit A-1”. All references in AGREEMENT to Exhibit A shall be construed as a reference to Exhibit A-1.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on April 28, 2020.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

DocuSigned by:

Debra R. Wilson Debra R. Wilson

Contracts/Purchasing Officer
Contracts & Purchasing Officer

Dated: 4/1/2023 | 10:03 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:

Ma Mon Ma Mon

Deputy Auditor/Controller
Chief Deputy Auditor-Controller

Dated:
4/1/2023 | 9:38 AM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:

Shane Eben Strong Shane Eben Strong

Office of County Counsel
office of County Counsel

Dated: 3/31/2023 | 9:37 PM PDT

DocuSigned by:

Elsa Jimenez Elsa Jimenez

Director of Health

Dated: 4/3/2023 | 9:01 AM PDT

CONTRACTOR – HLP, Inc.

By: Nicole Bennett

Signature of Chair, President, or
Vice-President

Nicole Bennett, President Ecosystems

Printed Name and Title

Dated: March 27, 2023

By: Alan Maresky

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

Alan Maresky, CFO

Printed Name and Title

Dated: March 27, 2023

*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-1

To Agreement by and between
County of Monterey, for services at Monterey County Health Department,
hereinafter referred to as “COUNTY”

AND

HLP, Inc., hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR to provide Chameleon/CMS and Chameleon/Public Access Software license subscription, software maintenance/support defined in Exhibit B, Software Subscription Terms and Conditions, Web Licensing Services to include “Image Entry” and “VetImport”, and other application and technical support services as requested by COUNTY, for **1 server and 10 workstations software licenses – concurrent users.**

A.1.1 Software Maintenance/Support

1. The yearly license and maintenance/support subscriptions for CMS and Chameleon/Public Access entitle COUNTY to receive the following software maintenance/support services as part of the software subscription:
 - a. Technical Support: Monday – Friday, 8am – 5pm PST excluding weekends, Christmas Eve, New Year’s Eve, and all Federal holidays.
 - b. Access to online published reports, upload and download data regarding the application, and accessibility to user forums hosted by CONTRACTOR.
2. Technical Support not covered under the yearly software licensing/maintenance/support costs can be requested in writing by COUNTY.
 - a. Examples of technical support not covered under the standard software subscription and maintenance/support services may include but is not exclusive to: server upgrades, changes or support as a result of server operating system upgrades, and other activities initiated by COUNTY.
 - b. CONTRACTOR shall provide written proposal and estimated cost at an Hourly Rate of \$75. Upon written approval by COUNTY, services may commence.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$161,200** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Schedule of Rates

Qty	Description	Rate
1	Chameleon/CMS Server License (includes technical support)	\$960
1	Chameleon/CMS Workstation License	\$960
1	Hourly Rate for Technical Support conducted at County's facility <u>not</u> included in recurring software license maintenance/support costs including but not exclusive to support during server or operating system upgrades which is County responsibility.	\$75

SERVICE DESCRIPTION	QTY LICENSE	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	TOTAL COST
Chameleon/CMS Service License	1	\$960	\$960	\$960	\$2,880
Chameleon/CMS Workstation License	10	\$9,600	\$9,600	\$9,600	\$28,800
Transactions: Web Licensing Services “Image Entry”, and “VetImport”	Transactional Usage	\$6,600	\$6,900	\$7,100	\$20,600
Annual Web Licensing Service Fee (Base Rate)	1	\$3,840	\$3,840	\$3,840	\$11,520
Annual “Image Entry” and “VetImport” Service Fee (Base Rate)	1	\$3,840	\$3,840	\$3,840	\$11,520
Additional Software Licenses as Requested and Approved by County	As Needed				\$14,800
Total Agreement Amount					\$90,120

Software subscription fees are invoiced yearly prior to the beginning of the software subscription term and paid by COUNTY up front.

COUNTY and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement,

CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices may be mailed to: Monterey County Health Department
Environmental Health Bureau/Animal Services
1270 Natividad Road
Salinas, CA 93906

Invoices should be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: burnhamc1@co.monterey.ca.us

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.