

**AMENDMENT No. 3  
TO AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY &  
HLP, Inc.**

**AMENDMENT No. 3** to the AGREEMENT made by and between the County of Monterey, a political subdivision of the State of California, (“COUNTY”) and HLP, Inc., (“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 entered into AMENDMENT No. 1 to add \$90,120 and extend the term for an additional three (3) years, and replace Exhibit A; and

**WHEREAS**, the COUNTY and CONTRACTOR entered into AMENDMENT No. 2 to replace Exhibit A, remove Web Licensing related services and add WebDonation Services, reducing the total AGREEMENT amount by \$19,770, for a new Total Agreement Amount of \$141,430; and

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend AGREEMENT to add \$62,863 for a new total Agreement amount of \$204,293 and extend the term for an additional three years for a new term of July 1, 2020 through June 30, 2029, and replace Exhibit A to update the price list.

**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 \$141,430”, **and replacing it with** “The total amount payable by COUNTY to CONTRACTOR under this AGREEMENT shall not exceed the sum of \$204,293”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing**, “The term of this AGREEMENT is from July 1, 2020 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT”, **and replacing it with** “The term of this AGREEMENT is from July 1, 2020 to June 30, 2029, unless sooner terminated pursuant to the terms of 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-3”. All references in the AGREEMENT to Exhibit A shall be construed as a reference to Exhibit A-3.

4. 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.
5. A copy of this AMENDMENT No. 3 shall be attached to the original AGREEMENT executed by the County on April 28, 2020.
6. This AMENDMENT No. 3 shall be effective upon execution.

**\*\*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*\*\***

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT No. 3 on the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR – **HLP, Inc.**

County Purchasing Agent

Signed by:  
By: Michael Landsberger  
Signature of Chair, President, or Vice-President

Dated:

Michael Landsberger General Manager

Printed Name and Title

Dated: 5/20/2026 | 11:27 AM PDT

*Approved as to Fiscal Provisions:*

Signed by:  
Ma Mon Ma Mon

Deputy Auditor/Controller  
Chief Deputy Auditor-Controller

Dated: 5/26/2026 | 9:54 PM PDT

Signed by:  
By: Mark G Finley  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Mark G Finley Director, Finance

Printed Name and Title

Dated: 5/20/2026 | 7:36 AM PDT

*Approved as to Liability Provisions:*

Risk Management

Dated:

*Approved as to Form:*

Signed by:  
Michael Wilden Michael Wilden

Office of County Counsel  
Deputy County Counsel

Dated: 5/26/2026 | 1:43 PM PDT

Director of Health Services

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.

**EXHIBIT A-3**

**To Agreement by and between  
County of Monterey, for services at Monterey County Health Department,  
("COUNTY")  
AND  
HLP, Inc., ("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, software maintenance/support defined in Exhibit B, Software Subscription Terms and Conditions, 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 proposals and estimated costs based on the applicable hourly rate between \$150 - \$250, depending on the nature and scope of services to be performed. Upon written approval by COUNTY, services may commence.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

COUNTY shall pay an amount not to exceed **\$204,293** 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	7/1/26 – 6/30/27	7/1/27 – 6/30/28	7/1/28 – 6/30/29
1	Chameleon Server Support & Maintenance (License includes technical support)	\$1,050	\$1,071	\$1,092
1	Chameleon Workstation Support & Maintenance (License)	\$1,050	\$1,071	\$1,092
1	Hourly Rates for Technical Support conducted at County’s facility may vary depending on the nature and scope of services performed and are <u>not</u> included in recurring software license maintenance or support costs. Such services include but are not limited to support during server or operating system upgrades, which is County responsibility.	\$150 - \$250	\$150 - \$250	\$150 - \$250

SERVICE DESCRIPTION	QTY LICENSE	July 1, 2026 – June 30, 2027	July 1, 2027 – June 30, 2028	July 1, 2028 – June 30, 2029	TOTAL COST
Chameleon Service Support & Maintenance	1	\$1,050	\$1,071	\$1,092	\$3,213
Chameleon Workstation Support & Maintenance	10	\$10,500	\$10,710	\$10,920	\$32,130
WebDonation Service Fee	1 Year	12/1/2026 – 11/30/2027 \$3,840	12/1/2027 – 11/30/2028 \$3,840	12/1/2028 – 11/30/2029 \$3,840	\$11,520
Additional Software Licenses as Requested and Approved by County	As Needed	As Needed	As Needed	As Needed	\$16,000
<b>Total</b>					<b>\$62,863.00</b>

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](http://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  
Administration Bureau/Animal Services  
1270 Natividad Road  
Salinas, CA 93906

Invoices should be emailed directly to: [296-FinanceAS@countyofmonterey.gov](mailto:296-FinanceAS@countyofmonterey.gov)  
Cc: [burnhamc1@countyofmonterey.gov](mailto:burnhamc1@countyofmonterey.gov)

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.

### Certificate Of Completion

Envelope Id: 33E70F24-740D-8CC1-8359-3EEA50D5F3C7  
Subject: Docusign: HLP\_Amd. No. 3 (FINAL DRAFT)  
Source Envelope:  
Document Pages: 6  
Certificate Pages: 5  
AutoNav: Enabled  
Envelopeld Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
Envelope Originator:  
Juanita Sanders  
sandersjm@countyofmonterey.gov  
IP Address: 192.92.176.113

### Record Tracking

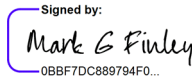
Status: Original  
5/19/2026 10:38:09 AM  
Security Appliance Status: Connected  
Holder: Juanita Sanders  
sandersjm@countyofmonterey.gov  
Pool: StateLocal

Location: DocuSign

### Signer Events

Mark G Finley  
mark.finley@petplace.com  
Director, Finance  
Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
0BBF7DC889794F0...  
Signature Adoption: Pre-selected Style  
Using IP Address: 173.54.188.183

### Timestamp

Sent: 5/20/2026 7:30:46 AM  
Viewed: 5/20/2026 7:36:10 AM  
Signed: 5/20/2026 7:36:46 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/20/2026 7:36:10 AM  
ID: 842c90f3-91ae-471e-ac92-e195c66b99c9

Michael Landsberger  
Michael.Landsberger@petplace.com  
General Manager  
Security Level: Email, Account Authentication (None)

Signed by:  
  
D3C1A9AF683F455...  
Signature Adoption: Pre-selected Style  
Using IP Address: 158.106.197.34

Sent: 5/19/2026 10:42:51 AM  
Viewed: 5/20/2026 11:26:56 AM  
Signed: 5/20/2026 11:27:02 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/20/2026 11:26:56 AM  
ID: 8eeecb13-daa2-41e9-abe7-893c3918c391

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Mark Finley  
Mark.Finley@petplace.com  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/20/2026 5:51:01 AM  
Viewed: 5/20/2026 7:14:39 AM

### Electronic Record and Signature Disclosure:

Accepted: 5/20/2026 5:50:31 AM  
ID: f3cbd86a-8a32-4ebc-a04f-3fc2e1ada204

Carbon Copy Events	Status	Timestamp
Michelle Blattler michelle.blattler@petplace.com Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 5/19/2026 10:42:54 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 5/20/2026 6:24:07 AM ID: 63c61eef-0589-40c0-a0e0-8bfaf82ddfacc		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2026 10:42:55 AM
Certified Delivered	Security Checked	5/20/2026 11:26:56 AM
Signing Complete	Security Checked	5/20/2026 11:27:02 AM
Completed	Security Checked	5/20/2026 11:27:02 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Health:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us)

**To advise Health of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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**To request paper copies from Health**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Health**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [urenael@co.monterey.ca.us](mailto:urenael@co.monterey.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Health as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Health during the course of your relationship with Health.