

**AMENDMENT NO. 3 TO STANDARD AGREEMENT  
BETWEEN  
COUNTY OF MONTEREY and  
Orbis Partners, LLC**

**THIS AMENDMENT NO. 3** 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**, additional needs have been identified for YASI virtual training of staff and coach refresher training to provide for continued efficient utilization of the software to meet the mandated service needs; and

**WHEREAS**, the Parties wish to amend the Agreement 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;

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

1. Amend first Sentence of Paragraph 1.0, "Services to be Provided" to read as follows:

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

2. Amend Paragraph 2.0, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, 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 \$114,945.50.

3. Amend Paragraph 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 B – Other-Exceptions to County Standard Agreement

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. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

**IN WITNESS WHEREOF**, the Parties execute this Amendment No. 3 which shall be effective as of the last date opposite the respective signatures below.


**MONTEREY COUNTY**

DocuSigned by:  
  
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Contracts/Purchasing Officer

Dated: 4/15/2024 | 8:45 AM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:  
  
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Deputy Auditor/Controller

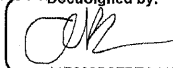
Dated: 4/12/2024 | 4:44 PM PDT

*Approved as to Liability Provisions:*

**Risk Management**

Dated:

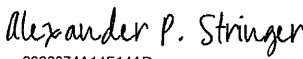
*Approved as to Form*

DocuSigned by:  
  
44E08853F8EA412...

Anne K. Brereton  
Deputy County Counsel

Dated: 4/12/2024 | 3:00 PM PDT

**CONTRACTOR**

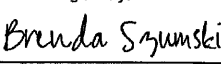
DocuSigned by:  
  
2066074A44E14AD...

By: Signature of Chair, President, or Vice-President

Alex P. Stringer, Chief operating officer- Orbis Partners LLC

Printed Name and Title

Dated: 4/9/2024 | 3:34 PM EDT

DocuSigned by:  
  
79E47A1C97E544C...

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

Brenda szumski, Chief operating officer-Empower Community care

Printed Name and Title

Dated: 4/9/2024 | 1:01 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.

### EXHIBIT A-3 – ADDITIONAL SERVICES

1) Add to Section 7, “Training”

7.1.c)

Provide training for up to Fifty (50) staff: Three (3) groups of virtual trainings (i.e., 3 groups each receiving Four (4) 3-hour sessions with assignments; 15-17 staff per group.)

Cost: \$3,600 per group, for a total amount of \$10,800 (one-time).

YASI Coach Refresher Training: Provide ten (10) hours of refresher coaching for up to six (6) staff, and six (6) individual coaching sessions (1.5 hours each; total of nine (9) hours).

Cost: \$4,000 (one-time).



181 University Ave, Suite 1700 Toronto ON M5H 3M7  
T. 416-599-5530 | 1-800-668-5901 | F. 416-599-5458

**CERTIFICATE OF INSURANCE**  
No 2024-00002

THIS IS TO CERTIFY TO:

**County of Monterey**  
**Contractual/Pruchasing Dept.**  
**1488 Schilling Place**  
**Salinas, CA 93901 USA**

that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:

**NAMED INSURED: MST Canada Services; Orbis Partners LLC**  
**ADDRESS: 5550 Manotick Main St., Manotick, ON K4M 1A5**

Description of operations and/or activities and/or locations to which this certificate applies:

All operations usual to the business of the Named Insured

TYPE	INSURER / POLICY No	TERM	LIMITS
<b>Commercial General Liability</b>	Berkley Canada Policy No: BC06042-2404	Jan 17, 2024 to Jan 17, 2025	
Bodily Injury and Property Damage - Per Occurrence			\$ 2,000,000
General Aggregate			\$ 2,000,000
Products/Completed Operations Aggregate			\$ 2,000,000
S.P.F. 6 – Non-Owned Automobile Liability			\$ 1,000,000
Personal and Advertising Injury			\$ 2,000,000
Tenants Legal Liability			\$ 1,000,000
Employers Liability			\$ 1,000,000
Including: Contractual Liability, Waiver of Subrogation, Separation of Insureds, Cross Liability			
<b>Errors and Omissions Liability</b>	Berkley Canada Policy No: BC06042-2404	Jan 17, 2024 to Jan 17, 2025	
<b>Claims Made Policy</b>			
Per Claim			\$ 1,000,000
Aggregate Limit			\$ 1,000,000

**Additional Information**

It is hereby understood and agreed that County of Monterey, its Officers, Agents and Employees, are added as additional insured on the Commercial General Liability policy, but only with respect to the liability arising out of operations of the named insured.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, the insurer(s) will endeavor to provide 30-day written notice and/or as specified in the policy conditions, to the certificate holder but assumes no responsibility for failure to do so.

Limits shown above may be reduced by Claims or Expenses paid.

**BFL CANADA Risk and Insurance Services Inc.**

Authorized Representative  
Mahsa Hosseinnejad

Signed in Toronto this April 09, 2024

