FIRST AMENDMENT
SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
JUMP TECHNOLOGY SERVICES, L.L.C.
FOR FISCAL YEARS 2019-2020 THROUGH 2020-2021

This First Amendment to the Software License and Support Services Agreement dated June 18, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "CUSTOMER," and JUMP Technology Services, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "JUMP," is entered into this _____ day of _____, 2020.

WHEREAS, CUSTOMER, by and through its Department of Health and Human Services – Social Services, desired to retain a qualified professional organization to provide, support and maintain an electronic case management system; and

WHEREAS, on June 18, 2019, CUSTOMER and JUMP entered into a Software License and Support Services Agreement ("Software License Agreement") regarding the provision, support and maintenance of an electronic case management system; and

WHEREAS, the parties now desire to amend certain provisions of the Software License Agreement in order to expand the scope of the software licenses and support services provided, increase the maximum amount payable and adjust the rates of compensation charged thereunder and modify the execution requirements set forth therein.

NOW THEREFORE, the parties mutually agree as follows:

1.   Section 3 – Invoicing and Payment of the Software License Agreement is hereby amended to read as follows:

   3.   Invoicing and Payment

   3.1   All payments are due thirty (30) days from invoice date. JUMP may impose a late payment charge equal to the lesser of 1.5% per month.

   3.2   Software license fees are billed quarterly in advance.

   3.3   The maximum amount payable by CUSTOMER for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Sixty-Seven Thousand Three Hundred Sixty-Eight Dollars ($67,368.00). JUMP agrees to provide any and all licenses and services required by this Agreement for an amount not to exceed such maximum dollar amount. However, in the event local, state or federal funding or allowance rates are reduced or eliminated, CUSTOMER may, by a duly executed amendment hereto, reduce the maximum amount payable hereunder or terminate this Agreement as set forth herein.

2.   Section 17 – Counterpart Execution of the Software License Agreement is hereby amended to read as follows:

   / / / /

17. Counterpart Execution

    17.1   This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

3.   The Software License Agreement is hereby amended to delete Exhibit G – Budget ("Exhibit G") and replace it in its entirety with the modified version of Exhibit G that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit G attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.

4.   Except as modified herein, the Software License Agreement dated June 18, 2019 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Software License Agreement, the provisions of this First Amendment shall govern.
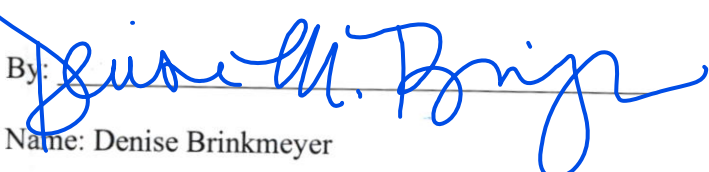
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:
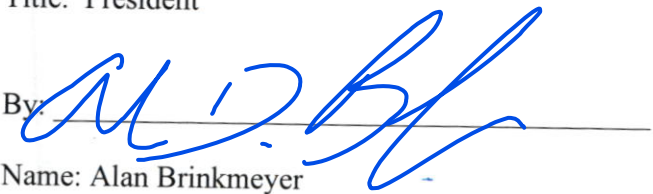   (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
    (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
    (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

JUMP TECHNOLOGY SERVICES, L.L.C.:

By: _____   Date: 11/6/2020
Name: Denise Brinkmeyer

Title: President

By: _____   Date: 11-6-2020
Name: Alan Brinkmeyer
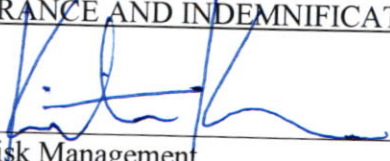
Title: Treasurer

COUNTY OF HUMBOLDT:

By: _____   Date: _____
    Estelle Fennell, Chair
    Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____   Date: 11/9/2020
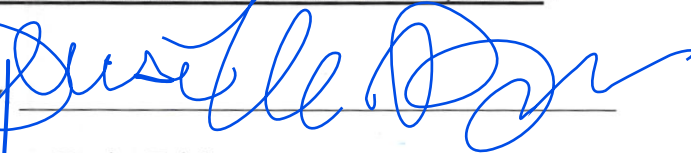   Risk Management

LIST OF EXHIBITS:

Exhibit G – Budget

EXHIBIT G
BUDGET
JUMP Technology Services, L.L.C.
For Fiscal Years 2019-2020 through 2020-2021

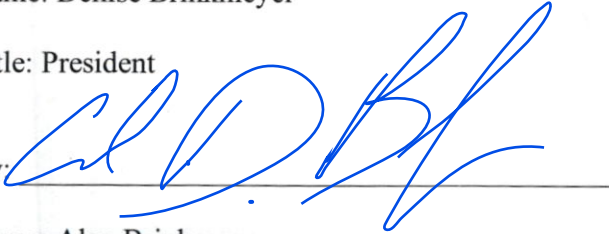| No.	Item	Description	Date	Qty	Price	Extended
1	Information and Assistance	One time setup fee for I&A Module	07/01/2019	1	$2,000.00	$2,000.00
2	Home Safe	Home Safe Data Collection and CDSS Reporting	07/01/2019	1	$2000.00	$2,000.00
3	LEAPS 21 - 30	Licensing and hosting	07/01/2019	12	$1,989.00	$23,868.00
4	Training - Web Based		07/01/2019	9	$424.00	$3,816.00
					Total for Year 1	$31,684.00
6	LEAPS 21 - 30	Licensing and hosting	07/01/2020	12	$1,989.00	$23,868.00
7	Training - Web Based		07/01/2021	9	$424.00	$3,816.00
8	BOUNDS 21 - 30	Licensing and hosting	07/01/2020	12	$666.66	$8,000.00
					Total for Year 2	$35,684.00
					Total for Contract	$67,368.00

JUMP TECHNOLOGY SERVICES, L.L.C.:

By: _____   Date: 11/6/2020

Name: Denise Brinkmeyer

Title: President
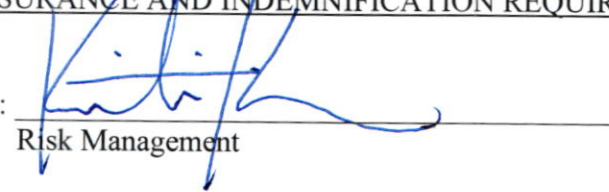
By: _____   Date: 11-6-2020

Name: Alan Brinkmeyer

Title: Treasurer

COUNTY OF HUMBOLDT:

By: _____   Date: _____
    Estelle Fennell, Chair
    Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____   Date: 11/10/2020
    Risk Management