

## **AMENDMENT No. 3 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND SKILLSURVEY, INC.**

**THIS AMENDMENT** is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of on-line reference assessment by and between, **SKILLSURVEY, INC.**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR entered into an AGREEMENT in the amount of \$37,808 for the provision of on-line reference assessment, dated September 18, 2013; and

**WHEREAS**, the County and CONTRACTOR entered into an AMENDMENT No. 1 to said AGREEMENT increasing the total amount of the AGREEMENT to \$82,469, extending the term of the AGREEMENT to September 17, 2019, among other things; and

**WHEREAS**, the County and CONTRACTOR entered into an AMENDMENT No. 2 to said AGREEMENT extending the term of the AGREEMENT to September 17, 2022 and replacing Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$128,541.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT effective September 18, 2022 to September 17, 2025 and replace Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$176,917.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Paragraph 2, “Payment Provisions”, shall be amended by removing** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$128,541.**” **And replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$176,917**”.
2. **Paragraph 3, “TERM OF AGREEMENT”, shall be amended by removing** “The term of this Agreement is from **September 18, 2013 to September 17, 2022**, unless sooner terminated pursuant to the terms of this Agreement”, **and replacing it with** “The term of this Agreement is from **September 18, 2013 to September 17, 2025**, unless sooner terminated pursuant to the terms of this Agreement”.
3. EXHIBIT B-3 SkillSurvey, Inc. Unlimited Order Form replaces Exhibit B SkillSurvey Inc. Order Form. All references in the AGREEMENT to Exhibit B-3 shall be construed to refer to Exhibit B. This Exhibit B-3 modifies the Fee schedules Effective September 18, 2022 through September 17, 2025.

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 dated September 18, 2013.

**\*\*\*\*\* *Signature Page to Follow* \*\*\*\*\***

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

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

DocuSigned by:  
By: Ray Bixler  
8C2078D955C3426  
Signature of Chair, President, or Vice-President

Dated: \_\_\_\_\_

Ray Bixler CEO & President  
\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Gary Giboney Gary Giboney  
D3834BFEC1D8449  
Deputy Auditor/Controller

Dated: 8/30/2022 | 10:40 AM PDT

Dated: \_\_\_\_\_ Chief Deputy Auditor  
8/30/2022 | 5:06 PM PDT

DocuSigned by:  
By: Doug Shattuck  
EA03503B8B1B463  
Controller  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

Doug Shattuck CFO  
\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

Dated: 8/30/2022 | 12:26 PM PDT

*Approved as to Form:*

Stacy Saetta Stacy Saetta  
C0EFC1B99E444A9  
Deputy County Counsel

\_\_\_\_\_  
Chief Deputy County Counsel.  
Dated: 8/30/2022 | 4:49 PM PDT

\_\_\_\_\_  
Director of Health

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 B-3

# Multiyear Reference Order Form

**Customer Name:**

County of Monterey on behalf of the Health Department

**Type of Order**

**New:**

**Skillsurvey Contact:**

Wardak

**Proposal Expires**

9/17/2022

**Expansion:**

**Renewal: X**

**Effective Date    End Date**

**Contract Effective**

09/18/22    09/17/25

Service Item	Affected Employee Population: 980	Fees
SkillSurvey Reference®		<b>\$15,778</b>
SkillSurvey Source®		N/A
SkillSurvey Post-Hire™		N/A
Set-up and Training	Included	
Service and Maintenance Fees		<b>\$789</b>
	<b>Subtotal</b>	<b>\$16,567</b>

<b>Additional Multiyear Reference Order Form Comments:</b>		
Multi year contract (Y/N)	Y	
Billing for Year 1	<b>\$16,567</b>	
Billing for Year 2	<b>\$16,070</b>	3% credit
Billing for Year 3	<b>\$15,739</b>	5% credit
Total Commitment	<b>\$48,376</b>	
* This is not an invoice, all applicable sales taxes will be applied to your invoice		
<b>Special Terms</b>		
Payment of \$16,567 is due within 60 days of receipt of invoice. Year 2 will be invoiced on September 2023 and Year 3 will be invoiced on Septmeber 2024 with all payments due within 60 days of receipt of invoice. AEP includes the following categories: All employees. Please sign, date, and email to <a href="mailto:contracts@skillsurvey.com">contracts@skillsurvey.com</a> or FAX all pages of the agreement to: 347-438-3000. We appreciate your business!		

**AFFECTED EMPLOYEE POPULATION**

SkillSurvey will not increase fees during the Initial Term of this agreement unless Customer's Affected Employee Population (AEP) increases by more than 10%. If the AEP during this Initial Term does increase by more than 10%, the pricing will be computed by taking the per employee price times the increased number of employees beyond that which is stated on the Order Form. Pricing will be prorated for remainder of the Term through a written Amendment to this Agreement that will be effective when signed by both County and SkillSurvey Inc.

**SERVICE AND SUPPORT INFORMATION**

Information on Support Services for SkillSurvey Customers is incorporated into this Agreement as Attachment #1.

**TERMS OF USE**

Initial term of this agreement is defined above by Contract Effective Date and End Date. Use of SkillSurvey Services by Subscriber is governed by the SkillSurvey Terms and Conditions found incorporated into this Agreement as Attachment #2.



# Multiyear Reference Order Form

## PAYMENT TERMS

SkillSurvey is hereby authorized to invoice for services on the date of execution of this Order Form and thereafter. All invoicing is to be transmitted electronically via email to Customer unless otherwise indicated.

## CONFIDENTIALITY OF TERMS

County shall not disclose to the public or to any third party the terms and conditions or special pricing provisions contained in this Agreement, other than pursuant to the California Public Records Act.

## ORDER COMMITMENT

This is a binding order for products and services from SkillSurvey and is effective as of the Contract Effective Date stated above. The person executing this commitment is fully authorized to execute this commitment on behalf of Customer. All products and services ordered herein are governed in all cases by the terms of the entire Agreement.

## SERVICE ITEM DESCRIPTIONS

### PLAN

A Statement of Work (SOW) is required for Survey Customization, Email Customization, and Private Label Branding.

### MAINTENANCE AND SUPPORT

System updates, enhancements, and support for administrators, recruiters, candidates, and references are included.

### SURVEY CUSTOMIZATION

Encompasses changes to existing surveys in our library as well as creation of new surveys.

### TRAINING AND SET-UP

There is a initial fee that include Zoom/Microsoft Teams training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

	<b>Customer Information</b>	<b>Billing Information</b>
<b>Customer</b>	County of Monterey on behalf of the Health Department	County of Monterey on behalf of the Health Department
<b>Contact</b>	Cynthia Girard-Berry	Joe Ripley
<b>Title</b>	Department HR Manager	Finance Manager
<b>Signature</b>		
<b>Date</b>		
<b>Address</b>	1270 Natividad Road	1270 Natividad Road
<b>City</b>	Salinas	Salinas
<b>State/Province</b>	CA	CA
<b>Postal Code</b>	93906	93906
<b>Country</b>	US	US
<b>Phone Number</b>	831-755-4547	831-796-1250
<b>Email ID</b>	berryc@co.monterey.ca.us	ripleyJL@co.monterey.ca.us