

## **AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & 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 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 wish to amend the AGREEMENT to extend the term of the Agreement to September 17, 2022 and replace Exhibit B, SkillSurvey Unlimited Order Form to increase the total of the Agreement to \$128,541.

**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 to County to CONTRACTOR under this Agreement is not to exceed the sum of \$82,469, **and replacing it with** "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$128,541.
2. **Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing** "The term of this Agreement is from **September 18, 2013 to September 17, 2019**, 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, 2022**, unless sooner terminated pursuant to the terms of this Agreement".
3. Exhibit B-2 SkillSurvey Inc. Unlimited Order Form replaces Exhibit B SkillSurvey Inc. Order Form. All references in the Agreement to Exhibit B or Exhibit B-2 shall be construed to refer to Exhibit B-2. This Exhibit B-2 modifies the Fee schedules Effective September 18, 2019 through September 17, 2022.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated September 18, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

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

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

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

Ray A. Bixler, CEO & President  
Printed Name and Title

*Approved as to Fiscal Provisions:*  
[Signature]  
Deputy Auditor/Controller

Dated: 8/27/2019

Dated: 9/5/19

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

*Approved as to Liability Provisions:*

Mark Norek, CFO  
Printed Name and Title

Risk Management

Dated: 8/27/2019

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

*Approved as to Form:*  
[Signature]  
Deputy County Counsel

Dated: 9/5/19

Department Head

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.