

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

Neke Wils
Contracts/Purchasing Officer

Dated: _____

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

Dated: 9/5/19

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:
Stacy Saetta
Deputy County Counsel

Dated: 9/5/19

[Signature]
Department Head

Dated: 09/25/2019

CONTRACTOR

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

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

Dated: 8/27/2019

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

Mark Norek, CFO
Printed Name and Title

Dated: 8/27/2019

*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.



Unlimited Order Form

Customer Name: County of Monterey on behalf of the Health Department

SkillSurvey Contact: Wardak

Proposal Expires: 9/17/2019

Contract Effective: 9/18/2019 **End Date:** 9/17/2022

Type of Order: New Expansion Renewal

Service Item	Affected Employee Population	Price	Fees
SkillSurvey Reference™	980	\$ 16.10	\$ 15,778
Passive Candidate Compiler	Included		
Set-up and Training	Included		
Annual Service & Support	Included		
	Subtotal		\$ 15,778

Additional Unlimited Order Form Comments:

Multi year contract (Y/N)		Y
Billing for Year 1		\$15,778
Billing for Year 2	3% Discount	\$15,305
Billing for Year 3	5% Discount	\$14,989
Total Commitment		\$46,072

Special terms
NONE

AFFECTED EMPLOYEE POPULATION

SkillSurvey will not increase fees during the Initial Term of this agreement unless County'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.

PAYMENT TERMS



SkillSurvey is hereby authorized to invoice for services on the date of execution of this Unlimited 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 includes WebEx training and coaching for administrators and recruiters as well as provisioning and set-up on SkillSurvey servers.

Customer Information Billing Information

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