

**RATIFY AND APPROVE AMENDMENT #3 TO PROFESSIONAL SERVICES  
AGREEMENT BY AND BETWEEN  
COUNTY OF MONTEREY & KRONOS, INCORPORATED**

**THIS AMENDMENT** is made to the AGREEMENT for timekeeping and recording services by and between KRONOS INCORPORATED, 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 have an AGREEMENT which specifically states that CONTRACTOR shall assess an annual support service fee as of January 24, 2015 but for which sufficient funding is not available in the present AGREEMENT to allow for payment of said fees; and

WHEREAS, the County must amend the AGREEMENT to provide additional funding above and beyond the amount for the annual support service fee assessment for finalization of interface design, programming and connectivity to County’s CGI Advantage system, provision of a spare parts allowance, and payment of the service contract obligations; and

WHEREAS, the County desires to place an end date on this evergreen AGREEMENT;

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

1. Section 14. SOFTWARE SUPPORT SERVICES, (c) Term of Software support shall be ratified and amended by removing “*Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial two (2) renewal years the annual support fee, for the same products and service type, will not increase by more than 4% over the prior year’s annual support fee*” and replacing it with “*The Term and cost of the software support agreement for the time period January 24, 2015 to March 7, 2017 shall be the amounts and level of services specified in Attachment 3, herein incorporated as part of this agreement.*”
2. SECTION 20. TERMINATION shall be amended by adding “(c) *The contract shall end on March 7, 2017, unless renewal is mutually agreed upon by both parties sixty (60) days prior to contract end date*”;
3. The AGREEMENT shall be amended by the increase of \$89,091 to allow for payment of three (3) years of annual support services fee assessment totaling \$70,091, a parts and sales tax allowance of \$10,000, and an interface design and programming amount of \$9,000; for a total AGREEMENT amount not to exceed the sum total of \$523,591.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on February 28, 2012.

*This space left blank intentionally*

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

MONTEREY COUNTY

CONTRACTOR

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

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

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

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

\_\_\_\_\_  
Deputy Auditor/Controller

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

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

\_\_\_\_\_  
Printed Name and Title

*Approved as to Liability Provisions:*

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

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

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

*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

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.