

**RENEWAL AND AMENDMENT NO. 2
TO DATA USE AND SERVICE
AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
THE UNIVERSITY OF PITTSBURGH- OF
THE COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

THIS RENEWAL AND AMENDMENT NO. 2 to the Data Use and Service Agreement (“Agreement A-16788”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as “County of Monterey” or “COUNTY”), and **The University of Pittsburgh of the Commonwealth System of Higher Education** (hereinafter referred to as “University” or “CONTRACTOR”) with respect to the following.

WHEREAS, on April 8, 2024, COUNTY and CONTRACTOR entered into Agreement A-16788 in the amount of \$1,519.32 for the term April 12, 2024, through April 11, 2025, for the provision to access to the National Retail Data Monitor (NRDM), a surveillance tool that collects and analyzes over-the-counter drug sales to identify disease outbreaks; and

WHEREAS, on July 19, 2024, COUNTY and CONTRACTOR entered into Amendment No. 1 to Agreement A-16788 to entitle 10 users to access the National Retail Data Monitor (NRDM, with no increase in cost or changes to the terms; and

WHEREAS, on April 11, 2025, the Agreement between the COUNTY and CONTRACTOR expired, and both parties wish to continue services; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement A-16788, pursuant to this Renewal and Amendment No.2, to extend the term one year to April 11, 2026, and add \$1,703.48 to continue providing access to the National Retail Data Monitor (NRDM) and increase the maximum contract liability to \$3,222.80, effective April 12, 2025.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Paragraph 3, “Payment for Services”, shall be amended by removing** “In consideration of the Services provided, and in order to maintain the NRDM to permit use by the County of Monterey pursuant to this Agreement, the County of Monterey agrees to pay to the University an annual fee of One Thousand Five Hundred Nineteen Dollars and Thirty-Two Cents (\$1,519.32).” **And replacing it with** “The total amount payable by County to University under this Agreement is not to exceed the sum of \$3,222.80.”

2. **Paragraph 8, “Term,” shall be amended by removing** “The term of this

Agreement shall begin on April 12, 2024, and shall end on April 11, 2025.”.

And replacing it with “The term of this Agreement is from April 12, 2024, through April 11, 2026, unless sooner terminated pursuant to the terms of this Agreement.”

3. Except as provided herein, all remaining terms, conditions, and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Renewal and Amendment No. 2 shall be attached to the original Agreement executed by the County of Monterey on April 8, 2024.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR	
By:	Contracts/Purchasing Officer		The University of Pittsburgh of the Commonwealth System of Higher Education
Date:			Contractor's Business Name*
By:	Department Head (if applicable)	By:	<u>Rob A. Rutenbar/NLB</u> (Signature of Chair, President, or Vice-President) *
Date:			Robin A Rutenbar/Senior VC Research
By:	Board of Supervisors (if applicable)		Name and Title
Date:		Date:	04/14/2025
Approved as to Form ¹			
By:	<div>DocuSigned by: <u>Kevin Serrano</u> CF464EA482954B5</div> County Counsel	By:	
Date:	4/15/2025 9:04 AM PDT		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
Approved as to Fiscal Provisions ²			
By:	<div>DocuSigned by: <u>Patricia Ruiz</u> E79EF64E57454F6</div> Auditor/Controller		Name and Title
Date:	4/15/2025 1:37 PM PDT	Date:	
Approved as to Liability Provisions ³			
By:	Risk Management		
Date:			

*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.