

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

**Chmura Economics & Analytics LLC**

(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:**

JobsEQ Platform to utilize workforce and economic management tools.

### 2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 21,275.25.

### 3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2026 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** see page 11(a) for a list of Exhibits

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.
- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to

indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these Workers' Compensation Insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### **Additional Insured Status:**

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### **Workers' Compensation Insurance Waiver of Subrogation:**

The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

DS  
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Initial  
RUE  
COUNTY

10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

## 11.0 **NON-DISCRIMINATION:**

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

#### 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

#### 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| <b>FOR COUNTY</b>                              |
|------------------------------------------------|
| Roderick W. Franks                             |
| Name                                           |
| Director                                       |
| Title                                          |
| 1000 S. Main St., Suite 301, Salinas, CA 93901 |
| Address                                        |
| (831) 755-4430                                 |
| Phone                                          |

| <b>FOR CONTRACTOR</b>                             |
|---------------------------------------------------|
| Sharon Paulus                                     |
| Name                                              |
| Director of Finance & Accounting                  |
| Title                                             |
| 1309 East Cary St., Suite 200, Richmond, VA 23219 |
| Address                                           |
| (804) 966-0706                                    |
| Phone                                             |

#### 16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance



of the services required to be rendered under this Agreement.

- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.02 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.03 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

## 18.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

| COUNTY OF MONTEREY                               |                         |
|--------------------------------------------------|-------------------------|
| By:                                              |                         |
| Chief Contracts & Procurement Officer            |                         |
| Date:                                            |                         |
| Signed by:                                       |                         |
| By: <i>Roderick W. Franks</i>                    |                         |
| Department Head (if applicable)                  |                         |
| Date:                                            | 6/26/2026   4:58 PM PDT |
| Approved as to Form                              |                         |
| Office of the County Counsel, <sup>1</sup>       |                         |
| Susan K. Blitch, County Counsel                  |                         |
| DocuSigned by:                                   |                         |
| By: <i>Anne Brunton</i>                          |                         |
| County Counsel                                   |                         |
| Date:                                            | 6/5/2026   2:28 PM PDT  |
| Approved as to Fiscal Provisions <sup>2</sup>    |                         |
| By: DocuSigned by:                               |                         |
| <i>Andrew Valentine</i>                          |                         |
| Auditor/Controller                               |                         |
| Date:                                            | 6/8/2026   10:21 AM PDT |
| Reviewed as to Liability Provisions <sup>3</sup> |                         |
| Office of the County Counsel-Risk Management     |                         |
| By:                                              |                         |
| David Bolton, Risk Manager                       |                         |
| Date:                                            |                         |

| CONTRACTOR                                                                       |                         |
|----------------------------------------------------------------------------------|-------------------------|
| Chmura Economics & Analytics LLC                                                 |                         |
| Contractor/Business Name*                                                        |                         |
| By: DocuSigned by:                                                               |                         |
| <i>Sharon Paulus</i>                                                             |                         |
| (Signature of Chair, President, or Vice-President)                               |                         |
| Sharon Paulus, Director of Finance                                               |                         |
| Name and Title                                                                   |                         |
| Date:                                                                            | 6/4/2026   8:42 AM PDT  |
| By: DocuSigned by:                                                               |                         |
| <i>Leslie Peterson</i>                                                           |                         |
| (Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer) |                         |
| Leslie Peterson, President                                                       |                         |
| Name and Title                                                                   |                         |
| Date:                                                                            | 6/5/2026   12:21 PM PDT |

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §, 313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute 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.

1Approval by the office of the County Counsel is required.

2Approval by Auditor/Controller is required.

3Review by Risk Manager is required only if changes are made in the indemnification or Insurance paragraphs.

**LIST OF EXHIBITS**  
**Chmura Economics & Analytics, LLC**

|           |                                     |
|-----------|-------------------------------------|
| Exhibit A | License Agreement                   |
| Exhibit B | DSS Additional Provisions           |
| Exhibit C | Invoice                             |
| Exhibit D | Modifications to Standard Agreement |



## **Exhibit C - Order Form to Chmura Master License Agreement For JobsEQ Platform**

**Client:** **County of Monterey Department of Social Services**

**Address:** 1000 South Main Street, Suite 301, Salinas,  
CA, 93901

**Client Billing Contact:** Alex Soltero

**Client License Point of Contact:** Juan Plascencia

**Order Form Effective Date:** 07-01-2026

This Order Form, together with the Master License Agreement provided below (the “Agreement”) which is expressly incorporated herein by reference, govern Client’s use of the Chmura Intellectual Property (as defined in the Agreement) provided in this Order Form.

**Definitions:** Capitalized terms used in this Order Form have the meaning set forth in the Chmura Master License Agreement, unless expressly defined in the Order Form.

**Term:** The Term of this Order Form shall commence on the Effective Date of this Order Form as set forth above and continue until the first anniversary of such date. Thereafter, this Order Form shall automatically renew for successive one (1) year Terms unless Client provides written notice to Chmura of its intention not to renew no less than thirty (30) days prior to the end of the then-current Term.

**Restrictions on Use:** In addition to the restrictions provided in 2(d) of the Master License Agreement, Client agrees that Client and End Users shall not: (i) download or attempt to download Chmura Data In Bulk; or (ii) access the JobsEQ Platform using any tools to automate such access (by way of example but not limitation, such as using a browser plugin to automate Client’s web browser).

**Personal Data Roles:** The Parties acknowledge that as to any personal data made available to Client pursuant to this Order Form, the parties are separate, independent controllers and separate businesses; accordingly, the Parties are not acting as joint controllers with respect to such data. Each Party shall independently determine the purposes and means of processing personal data made available to Client pursuant to this Order Form.

**Authorized End Users:** (LIST # OF END USERS AND NAMES AND EMAIL ADDRESSES)

1. Marleen Bush, bushml@co.monterey.ca.us
  2. Joseph Farotte Kruchas, FarotteKruchasJF@co.monterey.ca.us
  3. Navneel Premlal, PremlalN@co.monterey.ca.us
  4. Umar Alhadi, AlhadiU@co.monterey.ca.us
  5. Abe Felix, FelixAE@co.monterey.ca.us
  6. Debra McAlahney, mcalahneyd@co.monterey.ca.us
-



License provides access to the following geographic area:  
USA, Concierge Access

| Name    | Price       | QTY | Subtotal    |
|---------|-------------|-----|-------------|
| JobsEQ+ | \$17,020.44 | 1   | \$17,020.44 |
| RTI     | \$4,254.81  | 1   | \$4,254.81  |
| Total   |             |     | \$21,275.25 |

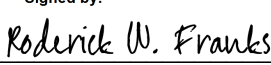
Customer Payment Method (\*Customer Payment Method can be changed):

Chmura Blended Hourly Rate for additional services: \$250/hour

*Please Note: The total price listed does not include any applicable sales tax. Sales tax will be calculated and added to your final invoice if your state taxes SaaS and we have a tax nexus in your state, unless your organization is tax-exempt and has provided a tax-exempt certificate.*

Signatures:

County of Monterey Department of Social Services:

Signed by:  
  
3CCBEC8E255F451...

Name: Roderick W. Franks

Title: Director

Chmura Economics & Analytics, LLC:

DocuSigned by:  
  
ADFC638D93744DC...

Name: Sharon Paulus

Title: Director of Finance



## **CHMURA MASTER LICENSE AGREEMENT**

This Master License Agreement (this “Agreement”) is effective as of 07/01/2026 (the “Effective Date”), and is made by and between Chmura Economics & Analytics, LLC, a Virginia limited liability company located at 1309 East Cary Street, Richmond, VA 23219 (“Chmura”), and County of Monterey Department of Social Services located at 1000 South Main Street, Suite 301, Salinas, CA, 93901 (“Client”).

### **Recitals:**

**Whereas**, Client desires to obtain from Chmura, and Chmura is willing to grant to Client, on the terms and conditions set forth herein, a license to certain Products (as defined below) as specified on one or more order forms attached hereto (each an “Order Form”).

**Now, Therefore**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Chmura and Client hereby agree as follows:

#### 1. Definitions.

- a. “Affiliate” of an entity means any entity which, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.
  - b. “API Feeds” means the API feeds of Chmura Data which Client may use if included in an Order Form by using an API key provided by Chmura.
  - c. “Chmura Data” means Chmura’s proprietary data provided to Client in any manner.
  - d. “Chmura Intellectual Property” means: (i) the Chmura Software; (ii) the Chmura Data; (iii) the Reports; (iv) the API Feeds; (v) the Documentation; (vi) all Derivative Works of the foregoing; and (vii) and all patents, copyrights, trade secret rights and other intellectual property rights now or hereafter in existence with respect to the foregoing (i) – (vi), in any part of the world.
  - e. “Chmura Software” means: (i) Chmura’s proprietary, online JobsEQ® workforce and economic management software, located at [www.JobsEQ.com](http://www.JobsEQ.com); (ii) Chmura’s proprietary, online Career Concourse™ platform; and (iii) modeling tools, analytics tools, or other tools or features, and all datasets relating to or included in the foregoing.
  - f. “Claim” shall have the meaning set forth in Section 7(a) below.
  - g. “Client Systems” means the Client’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), applications, internal tools, and networks, whether operated directly by Client or through use of third-party services.
  - h. “Client Indemnitees” shall have the meaning set forth in Section 7(a) below.
  - i. “Client User Information” means all data in any format relating to End Users or Client employees or agents.
  - j. “Confidential Information” shall have the meaning set forth in Section 9(a) below.
  - k. “Derivative Work”, as well as “display”, “perform” and “copies,” are as defined in the U.S. Copyright Act, Title 17 of the U.S. Code, as amended.
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- l. “Disclosing Party” shall have the meaning set forth in Section 9(a) below.
  - m. “Documentation” means any documentation, materials, or other instructions provided to Client as a licensed user of Products, including without limitation, the content of the “Help” feature of the Chmura Software and the content of the technical documentation on how to access the API Feeds.
  - n. “End Users” means those individuals who are permitted to use the Products licensed under this Agreement, including those set forth on an applicable Order Form who are employees of Client.
  - o. “Fees” shall have the meaning set forth in Section 5(a) below.
  - p. “In Bulk” means downloading all or parts of the Chmura Data in a systematic or regular manner so as to create a collection of materials comprising all or part of the Chmura Data whether or not such collection is in electronic or print form.
  - q. “Losses” shall have the meaning set forth in Section 7(a) below.
  - r. “Products” shall mean, collectively, the Chmura Software, the API Feeds, the Reports, and the Chmura Data.
  - s. “Receiving Party” shall have the meaning set forth in Section 9(a) below.
  - t. “Reports” means any report generated by Chmura or by a Product that includes Chmura Data.
  - u. “Widget” means an element of a graphical user interface that displays content from JobsEQ that can be embedded in Client’s website if included in an Order Form by using an HTML snippet provided by Chmura.
2. License Terms.
- a. License Grant. Subject to Client’s and its End Users’ compliance with the terms and conditions of this Agreement, and only for use by Client’s authorized End Users in the manner set forth on an applicable Order Form, Chmura hereby grants to Client a non-exclusive, non-transferable (except as set forth herein), non-sublicensable, license to access the Products identified on an Order Form during the term of that specific Order Form, and solely for Client’s business purposes and in accordance with the permitted uses set forth in this Section 2(a) and on the Order Form. Client may not disclose Chmura Data to third parties who are consultants or businesses that compete with Chmura in any manner. Client agrees that it shall include an acknowledgement of Chmura as the source for any Chmura Data used in any materials containing such Chmura Data. Subject to the provisions herein, End Users of the Products who are Client employees may use the Chmura Data in the ordinary course of Client’s business purposes for:
    - I. Client’s internal research purposes;
    - II. marketing Client’s organization or region;
    - III. creating periodic general research reports for in-house use or for stakeholders’, clients’, or prospective clients’ use; and
    - IV. any other purpose expressly permitted by Chmura.

Subject to the provisions herein, Client may print Chmura Data or copy Chmura Data into other programs, so long as the amount of Chmura Data being printed or copied is reasonably tailored for Client’s authorized business purposes, insubstantial, and used in compliance with these uses and copying provisions.
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Client may chose to use the optional JobsEQ AI Assistant Module. If Client chooses to access and use the JobsEQ AI Assistant, Client agrees that access and use is governed by the JobsEQ AI Assistant Module Terms and Conditions Addendum provided at <https://www.chmura.com/ai-assistant-addendum>, the terms of which are incorporated into this Agreement by reference upon Client's first accessing JobsEQ AI Assistant. Client may use all other licensed components of JobsEQ without accessing the JobsEQ AI Assistant Module.

- b. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (i) Chmura has and will retain sole control over the operation, provision, maintenance, and management of the Products; and (ii) Client has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, Client Systems, and sole responsibility for all access to and use of Chmura Intellectual Property by any person by or through the Client Systems or any other means controlled by Client or any End User.
  - c. Changes. Chmura reserves the right, in its sole discretion, to make any changes to the Products that it deems necessary or useful to: (i) maintain or enhance the quality or delivery of the Products to its customers, the competitive strength of or market for the Products, or the Products' cost efficiency or performance; or (ii) to comply with any applicable law, regulation, order, or other requirement of any federal, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
  - d. Restrictions on Use. Client shall not, and shall not permit any other party, including End Users, to access or use the Products except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, and unless expressly permitted herein or on an Order Form, Client agrees that:
    - I. Client and End Users shall not rent, sell, assign, lease, or sublicense the Products, nor use the Products in a service bureau, outsourcing or other arrangement to process or analyze data on behalf of any third party, except as expressly set forth herein;
    - II. Client and End Users shall not violate or attempt to violate the security of Chmura's networks, including (A) accessing Chmura Data or Reports not intended for Client or the End User, or not licensed under an Order Form; (B) accessing a server or account which Client or the End User is not authorized to access; (C) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (D) attempting to interfere with the availability or functionality of the Products, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing;
    - III. Client and End Users shall not decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Client use any mechanical, electronic, or other method to decompile, disassemble, or identify the source code of the Products, or encourage others to do so;
    - IV. Client and End Users shall not knowingly access, store, or transmit via the Products any material that: (1) is unlawful, harmful, or infringing; (2)
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- facilitates illegal activity; or (3) causes damage or injury to any person or property;
- V. Notwithstanding any other provision herein or on any Order Form, Client and End Users shall not share the Chmura Data with any competitors or consultants competing directly with Chmura;
- VI. Client and End Users shall not use or distribute Chmura Data to directly or indirectly create or contribute to the development of any database or product;
- VII. Client and End Users shall not make any portion of the Chmura Data or Reports available to any third party;
- VIII. Client and End Users shall not upload, post, or otherwise publish any portion of the Chmura Data or Reports on, or provide access to any portion of the Chmura Data or Reports through the internet, any other electronic network, and data library, any listing service, or any other data sharing arrangement;
- IX. Client and End Users shall not use, upload, post, or otherwise publish or process any portion of the Chmura Data or Reports on, or provide access to any portion of the Chmura Data or Reports through, any artificial intelligence (AI), machine learning, or similar technology except to the extent that: (a) such use is solely for Client's internal business purposes; (b) no Chmura Data or Reports are provided to, incorporated into, or otherwise used to train or enhance any such technology for the benefit of third parties; and (c) such use otherwise complies with the terms of this Agreement and does not diminish Chmura's Intellectual Property Rights in any manner.
- X. Client and End Users shall not use Chmura Data for any purposes in any manner that infringes on a third party's rights, including intellectual property rights including copyright, trademark, and privacy rights;
- XI. Client and End Users shall comply with Chmura's policies and procedures in effect during the Term regarding use of the Products; and
- XII. Client shall cause each of Client's authorized End Users to comply with the obligations set forth in this Section 2(d), and Client shall be responsible for any End User's breach of this Agreement.
- e. **Corrective Action and Notice.** If Client becomes aware of any actual or threatened activity prohibited by Section 2(d), Client shall, and shall cause its End Users to, immediately (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Chmura of any such actual or threatened activity.
- f. **Access and Security.** Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards reasonably necessary to securely administer the distribution and use of all access credentials for the Products and protect against any unauthorized access to or use of the Products.
- 3. **Training Services; Uptime.**
  - a. **Training for Chmura Software.**
    - I. **JobsEQ® Platform.** If the JobsEQ® platform is licensed to Client under an Order Form, then weekly training sessions are included in the Fees provided in the Order Form – typically one or two webinars per week are available. Webinar users will be undisclosed to other attendees to protect their privacy. In addition to the weekly training session, the JobsEQ® live chat feature



provides technical assistance during most business hours. The JobsEQ® platform also includes video tutorials and written documentation in the online Help section. Client may request additional training sessions at Chmura's hourly rate as set forth on the Order Form.

II. Career Concourse™ Platform. If the Career Concourse™ platform is licensed to Client under an Order Form, then one 30-minute training session is included in the Fees. Client may request additional training sessions at Chmura's hourly rate as set forth on the applicable Order Form.

- b. Chmura Software Downtime. The Chmura Software will go offline from time to time for maintenance and during such periods, the Chmura Data may not be available. Chmura will use best efforts to provide notice (e-mail acceptable) of maintenance periods at least 24 hours in advance and to perform maintenance on weekends or after 5 p.m. CST on weekdays; provided, however, that in emergency situations such advance notice may not be possible. Client understands and agrees that occasional temporary interruptions of Internet service may occur due to acts of God, interruption in service by co-locator or other reasons beyond the reasonable control of Chmura which may interrupt or degrade the content of or delivery of information available from the Products from time to time. IN THE EVENT AN INTERRUPTION OF CHMURA'S ABILITY TO PROVIDE ACCESS TO A PRODUCT LASTS MORE THAN FIVE (5) BUSINESS DAYS, CLIENT SHALL HAVE THE OPTION TO TERMINATE THE ORDER FORM FOR THAT PRODUCT AND RECEIVE A PRO-RATA REFUND OF THE FEES PAID BY CLIENT FOR THE TERMINATED PORTION OF THE TERM FOR THAT PRODUCT. Except for the maintenance and limitations provided in this Section 3(b), the Chmura Software shall be available 24 hours per day/7 days per week.
4. Ownership; Reservation of Rights. Client acknowledges and agrees that all right, title, and interest in and to the Chmura Intellectual Property is and will remain owned exclusively by Chmura (including, without limitation, the look and feel, designs, algorithms, database structures, methodologies, and know-how associated with the Chmura Intellectual Property and all updates, upgrades, improvements, customizations and enhancements to the Chmura Software). Except the limited license granted in Section 2 above, nothing in this Agreement grants any right, title, or interest in or to (including any license under) any rights in or relating to the Chmura Intellectual Property, whether expressly, by implication estoppel, or otherwise.
5. Financial Matters and Fees.
  - a. Fees. Client agrees to pay the fees as set forth on the Order Form(s) (collectively, the "Fees"). Unless the Order Form provides otherwise, Client shall pay the Fees on an annual basis. If an Order Form permits Client to pay the Fees on a quarterly basis or on any other timeline instead of annually, the Fees are subject to a surcharge of 3%-5% at Chmura's discretion, and Chmura may distribute such surcharge across multiple invoices. Following the initial term of an Order Form, Chmura may thereafter, upon notice to Client, amend the fee schedule for the Products licensed in that Order Form annually, provided however that the annual fees shall not increase in any one year by more than the greater of (i) the percentage increase in the Consumer Price Index (Chained CPI for All Urban Consumers (C-CPI-U)) for the most recent month of data available over the same month one year prior to the current year or (ii) three percent (3%). Chmura shall provide notice by email to Client no less than sixty



- (60) days prior to the end of the then-current Order Form term of any amendment to the fee schedule for the upcoming renewal term for that Order Form.
- b. **Taxes.** Client shall pay or reimburse Chmura for all sales and use taxes levied or imposed by reason of the performance by Chmura under this Agreement; excluding, however, income taxes on Chmura's gross income, employment taxes and taxes based on professional licenses or business operations which may be levied against Chmura.
  - c. **Invoicing and Payment.** Chmura accepts payments by check, ACH/Debit, EFT, VISA, MasterCard and American Express. Payment by credit card is subject to a 2% convenience fee. Chmura does not offer a discount for paying by check, ACH/Debit, or EFT. Unless otherwise expressly set forth on an Order Form, Client shall pay the Fees for an Order Form within thirty (30) days following execution of this Agreement by Client. Invoices for subsequent terms shall be paid by Client by the due date, which shall be the day following the last day of the previous term. Invoices 90 days past due will result in a suspended subscription, if applicable.
6. **Limitations on Warranties and on Liability.**
- a. **DISCLAIMER OF WARRANTIES.** THE PRODUCTS ARE PROVIDED "AS IS". CHMURA SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY END USER, AS TO THE ACCURACY OR ADEQUACY OF, OR OMISSIONS FROM, ANY CHMURA DATA, REPORTS, OR AS TO THE ADEQUACY OF RESULTS TO BE OBTAINED BY USING THE PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CHMURA DOES NOT WARRANT THAT: (i) THE PRODUCTS WILL BE FREE FROM MINOR DEFECTS OR ERRORS THAT DO NOT MATERIALLY AFFECT THEIR PERFORMANCE; (ii) THE PRODUCTS WILL OPERATE UNINTERRUPTED OR CAN BE ACCESSED AND USED BY END USERS AT ALL TIMES WITHOUT INTERRUPTION, (iii) THE PRODUCTS ARE COMPATIBLE WITH ANY SOFTWARE, SERVICE OR HARDWARE UTILIZED BY CLIENT OR END USERS EXCEPT AS EXPRESSLY APPROVED IN WRITING BY CHMURA; OR (iv) THAT ANY DATA, INCLUDING CHMURA DATA OR DATA CONTAINED IN ANY PRODUCT, IS SUFFICIENT TO MEET CLIENT'S OR ANY END USER'S BUSINESS, EDUCATIONAL OR TRAINING REQUIREMENTS.
  - b. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CHMURA BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT EXCEEDING THE ANNUAL FEES PAID OR PAYABLE BY CLIENT TO CHMURA UNDER THIS AGREEMENT FOR THE THEN-CURRENT TERM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Indemnification.**
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- a. By Chmura. Chmura shall indemnify, defend and hold harmless Client and its Affiliates and their respective officers, directors, employees, and agents (the “Client Indemnitees”) from and against any loss, damages, expenses, and costs (including reasonable attorney’s fees and court costs) (collectively, “Losses”) suffered or incurred by the Client Indemnitees arising out of any threatened or actual claim, action or proceeding (“Claim”) that the Products or Client Indemnitees’ use thereof infringes a patent or copyright, or misappropriates a trade secret or otherwise violates the rights of a third party. The foregoing obligation does not apply to the extent that the alleged infringement or misappropriation arises from: (i) Client Systems or Client’s data or materials; (ii) third-party materials; (iii) access to or use of the Products in combination with any hardware, system, software, network, or other materials or service not provided by Chmura or specified for Client’s use in the Documentation; (iv) modification of the Products other than by or on behalf of Chmura; (v) failure to timely implement any modification, upgrades, replacements, or enhancements made available to Client by or on behalf of Chmura; or (vi) any allegation of facts that, if true, would constitute Client’s breach of this Agreement. Client shall promptly notify Chmura in writing of any Claim for which Client believes it is entitled to be indemnified pursuant to this Section 7(a). Chmura shall control the defense of any such Claim and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof; provided that Chmura shall not enter any settlement that requires anything other than the payment of money without Client’s prior written approval. Client shall cooperate, at Chmura’s expense, with Chmura in any such defense and shall make available to Chmura all those persons, documents and things required by Chmura in the defense of any such Claim. Client may, at its expense, also assist in such defense with counsel of its own choosing.
- b. Mitigation. If Chmura is required to indemnify the Client Indemnitees pursuant to Section 7(a) above, Chmura shall, at its option, either procure for Client the right to continue using the respective Product(s) or modify the respective Product(s) to permit Client to exercise its rights hereunder. If the foregoing options are not available, Chmura may terminate this Agreement and in such event shall refund to Client the pro rata portion of the annual Fees for the respective Product(s) for the remainder of the then-current term.
- c. Sole Remedy. SECTIONS 7(A) AND 7(B) SET FORTH CLIENT’S SOLE REMEDIES AND CHMURA’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- d. By Client. Client shall indemnify, defend and hold harmless Chmura and its officers, directors, employees, and agents against any and all Claims and Losses suffered or incurred by Chmura to the extent that they arise out of Client’s or an End User’s use of the Products in a manner that violates the terms of this Agreement. Chmura shall control the defense of any such Claim and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof; provided that Chmura shall not enter any settlement that requires anything other than the payment of money without Client’s prior written approval. Client shall cooperate, at Client’s expense, with Chmura in any such defense and shall make available to Chmura all those persons,





documents and things required by Chmura in the defense of any such Claim. Client may, at its expense, also assist in such defense with counsel of its own choosing.

8. Term and Termination.

a. Term. This Agreement will remain in effect from July 1, 2026 through June 30, 2027.

b. Termination for Cause.

I. Chmura may, at any time without prior notice to Client, directly or indirectly, suspend, terminate, or otherwise deny Client and any End Users access to or use of all or any part of the Products, without incurring additional obligation or liability, if: (A) Chmura receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Chmura to do so; or (B) Chmura believes, in its sole discretion, that: (x) Client or an End User has failed to comply with any material term of this Agreement, or accessed or used the Products beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (y) an End User's access credentials have been compromised; or (z) Client or any End User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities. This Section 8(b)(i) does not limit any of Chmura's other rights or remedies, whether at law, in equity, or under this Agreement.

II. Either party may terminate this Agreement at any time upon the occurrence of the following:

a. the voluntary or involuntary dissolution and liquidation of the other party, the filing of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy by creditors of the other party, which petition is not dismissed within ninety (90) days, or a general assignment by the other party for the benefit of creditors; or

b. if the other party has committed a material breach of any of the provisions of this Agreement, and such breach is not cured within sixty (60) days following the breaching party's receipt of notice from the non-breaching party specifying such breach.

c. Effect of Termination. Upon the termination of this Agreement: (i) all rights, licenses, consents, and authorizations granted by Chmura hereunder will immediately terminate; (ii) Client and End Users shall immediately cease all use of the Products, Documentation, and Chmura's Confidential Information; and (iii) Chmura may immediately terminate Client's and all End User's access to the Products and disable all passwords issued to Client and its End Users, if applicable. In the event of termination of the Agreement for material breach by Chmura, Chmura shall refund to Client the pro-rata portion of the Fees paid by Client for the remainder of the then-current term of any current Order Forms. In the event of termination of the Agreement for material breach by Client, then upon such termination, (A) Chmura shall be entitled to retain pro-rated Fees up to the date of termination, and (B) Client shall immediately pay Chmura all fees due up to the date of termination.

9. Confidential Information.

a. Generally. Each party (the "Receiving Party") will hold the Confidential Information of the other party (the "Disclosing Party") in confidence for the Disclosing Party and, except as may be authorized by the Disclosing Party in writing, the Receiving Party will not use or disclose Confidential Information to any persons except as

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contemplated hereunder and provided that such persons are bound to confidentiality obligations at least as restrictive as the obligations in this Section 9. "Confidential Information" shall include any and all information of the Disclosing Party or its Affiliates which is disclosed hereunder and either identified in writing as "Confidential" or "Proprietary", or which, under the circumstances, ought reasonably to be treated as confidential or proprietary and shall include the Chmura Software, Documentation, In Bulk Data, Reports, and the API key provided to Client for the purpose of accessing the API Feeds, if applicable.

- b. Exceptions. These confidentiality obligations shall not apply: (i) to any information or development which is or subsequently becomes available to the general public other than through a breach of this Agreement by, or fault of, the Receiving Party, or any party to whom it discloses Confidential Information; (ii) to any information or development which the Receiving Party can establish was already known to it before disclosure by the Disclosing Party; (iii) to any information or development which is developed through the independent efforts of the Receiving Party without regard to, reliance upon, use of or reference to any Confidential Information of the Disclosing Party; (iv) to any information or development which the Receiving Party rightfully and lawfully receives from a third party which is not under restriction as to confidentiality or use of such information; or (v) to any disclosure required as a result of the process of law or under applicable law, or pursuant to the order or subpoena of a government agency or court of competent jurisdiction, provided that the Receiving Party immediately notifies the Disclosing Party of the matter, and permits the Disclosing Party to seek a protection order, if it deems it necessary, prior to the release of the Confidential Information.
- c. Survival. The obligations of confidentiality contained herein will survive and continue in full force and effect after the expiration or termination of this Agreement and will bind the parties and their successors and assigns.

#### 10. General Provisions.

- a. Injunctive Relief. In the event of Client's breach of Section 2(d) or Section 9 of this Agreement, the parties hereto acknowledge that Chmura or its Affiliates, as applicable, may be caused irreparable damage, and that monetary damages alone may not be an adequate remedy for such breach and, in addition to any other relief to which it may be entitled, the injured party shall be entitled to seek, temporary and permanent injunctive relief to restrain any such breach, threatened or actual, without the need to post a bond or similar undertaking.
- b. Further Assurances. On a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.
- c. Independent Contractor. Each party acknowledges and agrees that the other is an independent contractor and shall have no authority to act as an agent of the other, nor shall either party bind or purport to bind the other to any commitment or obligation.
- d. Assignment, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Chmura may assign any payments due or owing under this Agreement. No assignment by Chmura of any payments due or owing under this Agreement shall affect Client's rights or Chmura's obligations hereunder. Neither Client nor Chmura may assign its



obligations hereunder without the prior written consent of the other party, except either party may assign this Agreement in the event of a sale of substantially all of its assets or shares, or may assign this Agreement to its Affiliates, without the prior written consent of the other party. Any purported assignment, delegation, or transfer in violation of this Section 10(d) is void.

- e. Notices. All Notices required by this Agreement for either party are to be in writing (which shall not include email unless expressly permitted in the section of this Agreement where notice is required) and shall be forwarded as follows:

- I. If to Chmura:

Dr. Christine Chmura  
Chmura Economics & Analytics, LLC  
1309 East Cary Street  
Richmond, VA 23219

- II. If to Client:

Alex Soltero  
County of Monterey Department of Social Services  
1000 South Main St., Ste. 301, Salinas, CA 93901

Changes in address by either party shall be made by written notice to the other party as above provided. Notices required by this Agreement shall be deemed received (A) upon delivery, when delivered in person or by commercially receipted courier, (B) upon the date sent by facsimile, if confirmed by written courier delivery or U.S. Postal Service, or (C) five (5) days after deposit with the U.S. Postal Service by registered or certified mail. Notwithstanding the foregoing, invoices shall be sent to the Client billing contact as identified on an applicable Order Form.

- f. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements, representations, memoranda, and correspondence concerning the understandings between the parties regarding the subject matter hereof.
- g. Conflicts. In the event of a conflict between this Agreement and an Order Form, the terms of this Agreement shall govern, except as provided herein or to the extent the Order Form explicitly references this Section and the Section of the Agreement which it is modifying. The terms of this Agreement and each Order Form are to be construed, so far as is reasonably practicable, to be harmonious and consistent.
- h. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the law of the State of California, without regard to its conflict of law and choice of law rules. Each party hereby agrees to submit to jurisdiction of the state or federal courts situated in the State of California.
- i. Publicity. Client consents to Chmura's use of Client's name and logo for the sole purpose of acknowledging Client as a user of the Chmura Product(s) in marketing materials.
- j. No Waiver. No modification, amendment, or waiver of the terms hereof shall be effective unless in the form of a written instrument signed by or on behalf of Chmura and Client.
- k. Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be determined by a court of competent jurisdiction to be





invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

- l. Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, pandemics, or other causes beyond its reasonable control.
- m. Survival. The rights and obligations of Sections 2(d), 2(e), 6, 7, 8, 9, and 10 together with those other provisions which by their nature should survive, will so survive and continue in full force and effect after any expiration or termination of this Agreement and will bind the parties and their successors and assigns.
- n. Section and Paragraph Headings. Section and paragraph headings are for purposes of identification only and are not to be deemed provisions of this Agreement or in any way to alter the contents of the sections or paragraphs they head.
- o. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- p. Jury Trial Waiver. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

**(Signatures Follow)**



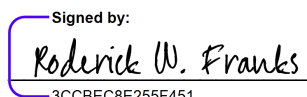
IN WITNESS WHEREOF, the parties thereto have duly executed this Agreement to be effective as of the Effective Date.

**Chmura Economics & Analytics, LLC:**

By: \_\_\_\_\_  
ADFC638D93744DC...  
Name: Sharon Paulus  
Title: Director of Finance  
Date: 6/4/2026 | 8:42 AM PDT

Name: Sean Chambers

**County of Monterey Department of Social Services**

By: \_\_\_\_\_  
3CCBEC8E255F451...  
Name: Roderick W. Franks  
Title: Director  
Date: 6/26/2026 | 4:58 PM PDT

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit C**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A**. Only the costs listed in **Exhibit A** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit A**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov/tax-professionals/standard-mileage-rates](http://www.irs.gov/tax-professionals/standard-mileage-rates).

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

**EXHIBIT B**

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

**2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

**EXHIBIT B**

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### **III. CONFIDENTIALITY**

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

**EXHIBIT B**

requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

**IV. NON-DISCRIMINATION**

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

## EXHIBIT B

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.



**EXHIBIT B**

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

**V. ADDITIONAL REQUIREMENTS**

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**EXHIBIT B**

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

**VI. CONTRACT ADMINISTRATORS**

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Sharon Paulus** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**6.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VIII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

**EXHIBIT B**

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**IX. PLATFORM TERMS; ORDER OF PRECEDENCE**

Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that Contractor provides access to a proprietary software platform and related data services.

The JobsEQ Platform Terms (Master License Agreement) attached as Exhibit A shall govern with respect to:

- (i) access to and use of the platform,
- (ii) intellectual property rights,
- (iii) data rights and permitted use,
- (iv) warranties and disclaimers,
- (v) limitations of liability, and
- (vi) indemnification obligations related to the platform.

In the event of any conflict or inconsistency between this Agreement and Exhibit A, Exhibit A shall control solely with respect to the foregoing matters



# Invoice #S15933

**FEIN 54-1923150****From**

Chmura Economics & Analytics, LLC  
1309 East Cary St, Suite 200  
Richmond, VA 23219

**Bill To**

Monterey County Department of Social Services  
Juan Plascencia  
1000 S Main St  
Salinas, California 93901  
United States

**Invoice Summary****Invoice Number** S15933**PO Number** Renewal**Date** 04/27/2026**Due Date** 06/30/2026**Amount Due (USD)** \$ 21,275.25**Description****Amount**

This is your subscription fee for RTI Renewal for the term starting 07/01/2026 and ending 06/30/2027. 4,254.81

JobsEQ+ Renewal subscription fee for the term starting 07/01/2026 and ending 06/30/2027. 17,020.44

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**Amount Due (USD)** \$ 21,275.25

Invoices not paid within 15 days following the due date are subject to a 1.5% late fee. A 2% fee will be applied on credit card payments.

**ACH Instructions:** For ACH Payments, include in the remittance advice your invoice number and company name as shown on the invoice. ACH enrollment forms can be sent to [billing@chmuraecon.com](mailto:billing@chmuraecon.com).

Chmura Economics & Analytics, LLC

Thank you for your business!

## **EXHIBIT D**

### **Modification to Standard Agreement**

#### **10.0 RECORDS AND CONFIDENTIALITY:**

Section 10.05 “Royalties and Inventions” is hereby amended to add the following to the end of the section:

“Notwithstanding the foregoing, Contractor’s pre-existing materials, including without limitation its software, platforms, databases, data, methodologies, and documentation (including the Chmura JobsEQ® platform and related services), and any updates, enhancements, or derivatives thereof, are not considered Deliverables and remain the sole and exclusive property of Contractor. No rights are granted to County except as expressly set forth in Exhibit A.”



## County of Monterey Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

**Agreement No.: A-17816**

- a. Approve and authorize the Director of the Department of Social Services or designee to sign an agreement with Chmura Economics & Analytics, LLC for a subscription license for JobsEQ to utilize workforce and economic management tools for the period of July 1, 2026 through June 30, 2027 in the amount of \$21,276 including nonstandard payment provisions, indemnification, and limited liability provisions; and
- b. Authorize the Director of the Department of Social Services or designee to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$2,128) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$23,404.

PASSED AND ADOPTED on this 23<sup>rd</sup> day of June 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew, and Daniels

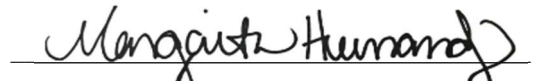
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 23, 2026.

Dated: June 24, 2026  
File ID: A 26-268  
Agenda Item No.: 77

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Margarita Hernandez, Deputy