

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY and CHMURA ECONOMICS & ANALYTICS, LLC

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of a JobsEQ® labor market software license subscription, by and between CHMURA ECONOMICS & ANALYTICS, LLC, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, on July 13, 2017, the County and CONTRACTOR amended the AGREEMENT, pursuant to Amendment Number 1, in order to provide for County’s receipt of services from CONTRACTOR for an additional year; and

WHEREAS, the County and CONTRACTOR wish to again amend the AGREEMENT to reflect the County’s exercise of the option to extend the AGREEMENT for one (1) additional year; and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to update County’s notice and contact information;

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

1. Paragraph 2.0, “PAYMENT PROVISIONS,” shall be amended by removing the amended language “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$9,990”, and replacing it with “***The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$14,985.***”
2. Paragraph 3, “TERM OF AGREEMENT,” shall be amended by removing the amended language “The term of this Agreement is from April 1, 2016 to March 31, 2018, unless sooner terminated pursuant to the terms of this Agreement”, and replacing it with “***The term of this Agreement is from April 1, 2016 to March 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.***”
3. Paragraph 14.0, “NOTICES,” shall be amended by removing:

“Dave Spaur, Economic Development Director
Economic Development Department/WDB
730 La Guardia Street
Salinas, CA 93905
(831) 759-6644”

and replacing it with

“***Chris Donnelly, Executive Director
Monterey County Workforce Development Board
1441 Schilling Place, North
Salinas, CA 93901
(831) 759-6644***”

4. Exhibit A, the Scope of Work, page 2, "Payment Provisions," shall be amended by deleting the following language:

"Monterey County Workforce Development Board
Attn: Marleen Bush
730 La Guardia Street
Salinas, CA 93905"

and replacing it with

***"Chris Donnelly, Executive Director
Monterey County Workforce Development Board
1441 Schilling Place, North
Salinas, CA 93901
(831) 759-6644"***

5. Exhibit A, the Scope of Work, page 8, "General Provisions," subsection (c)(i), "If to Client," shall be amended by deleting the following language:

"Dave Spaur, Economic Development Director
Economic Development Department/WDB
730 La Guardia Street
Salinas CA 93905"

and replacing it with

***"Chris Donnelly, Executive Director
Monterey County Workforce Development Board
1441 Schilling Place, North
Salinas, CA 93901
(831) 759-6644"***

6. Schedule 1 to the Scope of Work, Exhibit A to the Agreement, "Authorized End Users," shall be amended by deleting the following language:

1. "Joyce Aldrich (aldrichj@co.monterey.ca.us)
2. Marleen Bush (bushml@co.monterey.ca.us)
3. Jerry Hernandez (hernandezjl@co.monterey.ca.us)
4. To be assign to WDB staff"

and replacing it with"

1. "***Javier Vanga***" (vangaj@co.monterey.ca.us)"

"Within ten (10) days of CONTRACTOR's execution of this agreement, County will provide CONTRACTOR with a list of the additional approved users."

And by deleting “Client Contact: Marleen Bush,” and replacing it with “

“Client Contact: “Christopher Donnelly”

7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, as amended, are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
8. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated April 1, 2016 and Amendment No. 1.

This space left blank intentionally

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 
(Signature of Chair, President, or Vice-President)

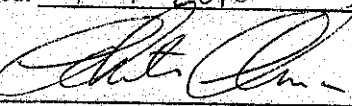
Dated: _____

Leslie Peterson, President
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 4.11.2018

Deputy Auditor/Controller

By: 

Dated: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

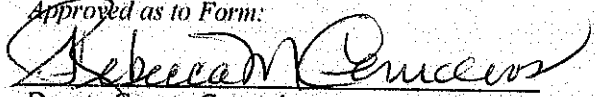
Christine Chmura, CFO
Printed Name and Title

Risk Management

Dated: 6/29/18

Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: July 10, 2018

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.