

**AMENDMENT #1 TO SUPPORT AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & QUESTYS SOLUTIONS.**

THIS AMENDMENT is made to the SUPPORT AGREEMENT for the provision of software maintenance/support, services supporting the Digital Information Management Program by and between QUESTYS SOLUTIONS, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the SUPPORT AGREEMENT to add service for the Questys Records Management System (RM), to increase the total amount of the SUPPORT AGREEMENT to compensate CONTRACTOR for service for the Questys RM; and to upgrade from Silver to Gold Service level at no additional charge;

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

1. **A, Terms and Fee, subsection 4"** shall be amended to reflect the increase in service level from Silver to Gold, at no additional cost to County, by removing, the table and replacing it with the table below:

Agreement Level	Support	Fee
Silver	Response Time: No later than 5:00pm on the next available business day, provided that the initial request is received during the available support period of 8:00 am to 5:00 pm Pacific Time	
Gold	Response Time: Within 4 hours during the available support period 6:00 am to 6:00 pm Pacific Time.	\$92,513.50

2. **F. PAYMENT AND SIGNATURE** shall be amended to reflect the additional cost for service for the Questys RM by removing the table and replacing it with the table below:

Quantity	Service Level	Term	Charge
1	Silver	Fee for Months One (1) through Twelve (12) due October 1, 2013 (FY 13-14)	\$92,513.50
1	Silver	Fee for Months Thirteen (13) through Twenty-four (24) due October 1, 2014 (FY 14-15)	\$92, 513.50
1	Gold	Fee for Months Twenty-five (25) through Thirty-six, due October 1, 2015 (FY 15-16)	\$92,513.50
1	Gold	Fee for Support of Questys RM for October 1, 2015 through August 31, 2016, due on Nov 1, 2015	\$11,434.50
		Total	\$288,975

1. Except as provided herein, all remaining terms, conditions and provisions of the SUPPORT AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
2. A copy of this AMENDMENT No. 1 shall be attached to the original SUPPORT AGREEMENT executed by the County on April 12, 2013.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

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

Dated: _____

Printed Name and Title

Approved as to Liability Provisions:

Dated: _____

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Service Delivery Site

The service delivery site will be the Monterey County Records Retention Center, 1488 Schilling Place, Salinas, California 93905.

II. Scope of Services

The Information Technology Department is interested in purchasing the Questys Infolinx Records Management System. The service and maintenance for this system will be included in the existing Qualys Service Agreement per Amendment No 1.

CONTRACTOR shall provide the following:

Gold level service, at the Silver level pricing per the table below:

Quantity	Service Level	Term	Charge
1	Gold	Fee for Months One (1) through Twelve (12) due October 1, 2013	\$92,513.50
1	Gold	Fee for Months Thirteen (13) through Twenty-four (24) due October 1, 2014	\$92,513.50
1	Gold	Fee for Months Twenty-five (25) through Thirty-six Due October 1, 2015	\$92,513.50
1	Gold	Fee for Support of RM for October 1, 2015 through August 31, 2016. Due Nov 1, 2015	\$11,434.50
		Total	\$288,975.00

County shall provide the following:

- A. Provide a Project manager who shall be available to CONTRACTOR as needed.

III. Term of the Agreement

The term of this Agreement shall be from October 1, 2015 to August 31, 2016, unless sooner terminated pursuant to the terms of this agreement.

IV. Payment Provisions

A For the services described in this Agreement, the maximum obligation of the County will be **\$288,975.00**.

B. CONTRACTOR shall provide an annual invoice to County.

C. Invoices shall be mailed to:

Monterey County Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable