

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
CHANNEL PARITY INCORPORATED**

This Amendment to the Agreement, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHANNEL PARITY INCORPORATED, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for Remote Services Administration (RSA) for Syntellect Customer Interaction Management (CIM) System on June 24, 2013; and

WHEREAS, the parties wish to amend the Agreement to provide system services for an additional twenty five month, extending the term of the Agreement to June 30, 2016 and adding funds in the amount of Three Hundred Thousand Dollars (\$300,000).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 – Contract Term - of the Agreement is amended to read as follows:
 2. **Contract Term** - The term of this Agreement shall be from June 1, 2013 to June 30, 2016, unless terminated earlier by the County.
2. Section 3 - Payments – of the Agreement is amended to read as follows:
 3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "B" and "B1". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **Four Hundred Thousand Dollars, (\$400,000).**

3. Exhibit B1 is added to the Agreement.
(See Attached)
4. **All other terms and conditions of the Agreement dated June 24, 2013, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO


By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CHANNEL PARITY INCORPORATED



Contractor's Signature

Date: 01/06/2014



Exhibit B1
Change Order

County of San Mateo
Remote Services Administration
Change Order

For



From
Channel Parity

December 11, 2013

This Document prepared by:

Channel Parity

PO Box 317

Windermere, FL 34786-0317

407.756.8788 Phone

253.399.8684 Fax

rrushing@channelparity.com



Change Order

The following is a Change Order between the County of San Mateo (Customer) and Channel Parity Inc. (Channel Parity) associated with the current 2013 Remote Services Administration Statement of Work:

Vendor Contact Information

Full Legal Name of Company:	Channel Parity Incorporated
Address:	PO Box 317 Windermere, FL 34786-0317
Contact Name:	Ronald D. Rushing
Contact Email:	rrushing@channelparity.com
Contact Phone:	407.756.8788
Contact Fax:	253.399.8684

Project/Description of Services:	Change Order - Remote Services Administration
Location of Services:	County San Mateo 460 Harbor Blvd. Building C Belmont CA 94002

Fee Schedule

Support for Increase In Server Hardware and End Users (CalWin)	\$30,000
To align contract with San Mateo Fiscal Year	\$10,000
Extend the Contract through End of June 2015	\$130,000
Total (due on contract approval)	\$170,000
Extend the Contract through End of June 2016 (Invoice in May 2015)	\$130,000



1 Reason for Change Order

The reason Channel Parity is submitting this change order request is due to the following reasons.

1. Unanticipated Increase in the number of Computer Servers and End Users associated with the CalWin initiative.
 - a. Addition of 3 Servers and 20 plus end users.
2. To Align the Annual Support coverage period with the County of San Mateo's Fiscal year. This extends the current terms from May 31, 2014 to June 30, 2014 (One Month).
3. To Extend the Support Contract two additional years through June 30, 2016.

2 Proposed Approach

Channel Parity, to adjust for the increase in the hours of operation, will need to add one additional engineering resource to the Customer account. The updated contact list based on this additional resource is provided below.

Contact List

- Point of Contact Email – cimsupport@channelparity.com
- Primary Point of Contact – Matt Dinsmore – 503.716.1206
- Secondary Point of Contact – Ron Rushing – 407.614.6114
- Additional Resource Point of Contact – Chris Thomas – 904.900.6395
- Fax – 253.399.8684

3 Problem Management/Reporting Procedures

There are two categories of events that will prompt the Customer to contact Channel Parity. These two categories are 1) work orders and 2) trouble reporting.

Work Orders

The Customer may use either the cimsupport@channelparity.com email address or the Channel Parity primary point of contact's phone number to submit work orders.

Trouble Reporting

The Customer should use the Channel Parity primary point of contact's phone number as the means to report any type of problem or emergency. If the Channel Parity primary point of contact is not reachable by phone then the Customer should next call the secondary point of contact. If the Channel Parity secondary point of contact is not reachable by phone then the Customer should next call the additional resource point of contact. If the Channel Parity points of contact are not reachable by phone



leave a detailed phone message. In the event Channel Parity is not reachable by phone immediately send an email to cimsupport@channelparity.com. All emails sent to this address are distributed to the Channel Parity points of contact.

Notifications

The Channel Parity primary point of contact will notify the Customer's point of contact when they are no longer functioning as the primary point of contact. These scenarios would include but are not limited to personal time off, vacation, or sick leave.

Additional Information

The Channel Parity phone system is equipped with routing features that will route a call, for example, from the primary to the secondary point of contact. Below I have provided two additional contacts in the event that you have a down system and are unable to reach the Channel Parity points of contact.

- Brian Derr – 630.463.9020
- Gregg Merkel – 757.603.4289

4 Deliverables

The deliverables included on the original 2013 Remote Services Administration Statement of Work remain unchanged.

5 Key Assumptions

The following general assumptions have been made in the development of our scope and associated fee estimates. All fees and expenses set forth in this section are, therefore, contingent upon the accuracy of these assumptions, and are subject to change in the event that any such assumptions turn out to be incorrect. With this in mind, the following assumptions should be carefully reviewed by Customer to verify accuracy:

- Channel Parity will be working with Customer as partners in the development of the deliverables
- Channel Parity will have priority access to key Customer support staff
- Channel Parity will interface with Customer as necessary to complete the identified tasks
- Channel Parity will assume project management for the engagement and will provide periodic reporting on the status, issues, and resolution of the work
- Customer will provide accurate information related to the success of this Statement of Work on a timely basis upon request
- Channel Parity will not be held responsible for delays in the time table due to unavailability of data, equipment, software, or resources from Customer
- Customer will provide all computer Hardware and Software necessary to complete the engagement
- This Remote Services Administration support is for the single Customer contact center located at 460 Harbor Blvd. Building C Belmont CA 94002
- The support includes the new hours of operation provided in section 1 "Reason for Change Order" above
- All times listed are in Pacific Standard Time (PST).



6 Responsibilities of Both Parties

The spirit of this engagement is one based on mutual advantage and partnership. In keeping with this, the following outlines each party's responsibilities in making this project a success.

6.1 Channel Parity Responsibilities

Channel Parity will provide a point of contact to coordinate all activities of the services team and to serve as the primary point of contact with the Customer's point of contact(s). The point of contact will convey all requests for information and interviews from Customer and will schedule Channel Parity personnel accordingly. The point of contact will also provide periodic reporting on the status, issues, and resolution of the work being performed.

6.2 CUSTOMER Responsibilities

Customer will designate a point of contact(s) with responsibility and authority for review and submit all work orders or trouble tickets to Channel Parity. Customer will provide all necessary hardware, software, telephone equipment, system access, and licenses necessary to complete the Change Order. Customer will provide access (remote desktop connection or equivalent) to each server and desktop utilizing the CIM software as needed.

7 Project Schedule

Channel Parity will perform the tasks associated with this Change Order agreement on a Fixed Fee basis from current date through to June 30, 2016.



8 Statement of Work Agreement

By signing this document, Customer and Channel Parity agree to the terms of the Statement of Work described herein. Either Customer or Channel Parity may terminate this agreement with a 60 day written notice. If Customer terminates the agreement a refund of the annual fee or any prorated amount will not be returned to Customer.

San Mateo County Remote Services Administration Change Order Accepted And Agreed To:

COUNTY OF SAN MATEO

Signature: _____

Name: _____

Title: _____

Date: _____

CHANNEL PARITY INC.

Ronald Rushing

Signature: _____

Name: Ron Rushing

Title: Chief Technical Officer

Date: 12/11/2013

Project Number: 20130501001CO