ADAMS COUNTY, COLORADO AMENDMENT ONE TO AGREEMENT FOR SPLUNK LICENSES AND MAINTENANCE

RECITALS

WHEREAS, on October 19, 2017, the County entered into a Professional/Purchase of Service Agreement 2017.042 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term for six (6) months.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:

- 1. The Service Agreement is hereby amended to extend the term of the Agreement for six (6) months to expire April 26, 2019.
- 2. The fee schedule shall be \$19,912.93.
- 3. Add current Splunk licenses and maintenance from the Government Center and the Sheriff's Office (20 GB) to bring the total amount covered under this agreement to 35 GB.
- 4. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
- 5. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
- This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

- 7. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
- 8. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
- 9. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO COUNTY MANAGER		
THAT	10MAY 2018	
Raymond H. Gonzales	Date	
GLOBAL TECHNOLOGY RESOURC	ES, INC.	
<u>Gail Springer</u> Signature	May 9, 2018	
Signature "	Date	
Gail Springer	Director, Federal Programs	
Print Name	Print Title	
ATTEST: STAN MARTIN CLERK AND RECORDER	APPROVED AS TO FORM:	
CHannak	D. Est	
Deputy Clerk	County Attorney	