AMENDMENT NO. 3
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND NETWORK DESIGN ASSOCIATES, INC., DATED EFFECTIVE JANUARY 10, 2020

This Amendment is entered into as of July 1, 2021, by and between the City of Rocklin, a municipal corporation ("City") and Network Design Associates, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, City and Contractor entered into an agreement on January 10, 2020, for supplemental part time IT staffing services for various short term projects, in an amount not to exceed $50,000; and

WHEREAS, additional short-term projects were identified which necessitated adjusting the scope of services, the cost, and term of the contract, and the parties executed Amendment No. 1 to the Contract for Services, on August 11, 2020, adjusting the contract amount not to exceed $100,000; and

WHEREAS, additional short-term projects were identified which necessitated adjusting the scope of services, the cost, and term of the contract, and the parties executed Amendment No. 2 to the Contract for Services, on March 9, 2021, adjusting the contract amount not to exceed $145,000; and

WHEREAS, additional short-term projects have been identified through June 30, 2022, which necessitates an additional extension of the term of the agreement, an increase in cost associated with performing the services, as well as a change to the scope of services under the contract.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract for Services as follows:

1. Section 2A of the Contract is amended to read as follows:

    A.   The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the total sum of

Two Hundred Forty-Five Thousand dollars ($245,000). The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

2. Exhibit "A" is amended to include the services set forth in Exhibit "A," attached hereto, and incorporated herein.
3. Exhibit "B" is amended include the additional schedule for performance set forth in Exhibit "B," attached hereto, and incorporated herein.
4. Exhibit "C" is amended to include the additional schedule of fees set forth in Exhibit "C," attached hereto and incorporated herein.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract, the terms of this Amendment will prevail.

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
    Aly Zimmermann, City Manager

CONTRACTOR

By: _____
    Title:

By: _____
    Title:

APPROVED AS TO FORM:

By: _____
      Sheri Chapman, City Attorney

ATTEST:

By: _____
      Hope Ithurburn, City Clerk

EXHIBIT A

Contractor Proposal/Scope of Work

Contractor will provide supplemental IT services to the City of Rocklin. Contractor will assign senior-level engineers through June 30, 2022, to work on a variety of technology implementation and upgrade projects for the City of Rocklin. Examples of projects for which the City may require assistance are listed below:

- VMware vSphere administration, support, and upgrades.
- VMware Horizon View administration, support, and upgrades.
- ESXi host server hardware support, replacements, and upgrades.
- Windows server administration and upgrades.
- Active Directory and Group Policy administration and support.
- Exchange Server and SQL Server administration, support, and upgrades.
- Network equipment administration, support, and upgrades.
- Firewall and security system administration, support, and upgrades.
- Storage system and storage area network administration, support, and upgrades.
- Enterprise antivirus solution administration and upgrades.
- Backup and disaster recovery solution administration and upgrades.
- Patch management solution administration and upgrades.
- Server and network design and provisioning to support new technology solutions.
- Provide support for a wide variety of hardware and software applications.
- Network security incident response services.
- Provide emergency support both during and after business hours when needed.
- Assist with the integration of new technology solutions including:
  - Virtualization host server upgrades;
  - Police automated license plate recognition system;
  - Network vulnerability scanning and reporting;
  - VDI zero client to thin client upgrades;
  - Strategic plan tracking and department progress dashboard solution;
  - Police e-citation solution;
  - Enterprise document management and retention system replacement;
  - Online permitting guide solution implementation;
  - Online Fire permitting and inspections solution implementation;
  - Two factor authentication solution implementation;
  - Online collaboration solution implementation;
  - Disaster recovery planning and documentation.

EXHIBIT B

Schedule of Performance

Project Requirements & Obligations

- City will provide contractor with access to facilities and computer systems as required to complete assigned projects.
- City will make reasonable facilities accommodations available to contractor. These accommodations may include a desk/cubicle, voice telephone, computer, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- For engagement activities that will be performed remotely, City will provide remote access to required resources.
- City will provide information on its data network and computer systems required to complete projects.
- City will provide the level of administrative access to information technology systems required to complete assigned tasks.
- City will make appropriate internal IT staff available with relevant domain, business, and/or technical expertise as required to complete projects.
- The City will provide contractor with required licensed software.
- The City will provide contractor with access to vendor support resources under active maintenance and support agreements if needed.
- If work is to be performed during business hours, City understands and accepts the risk of an outage.

Standard Work Hours

All work will be performed during standard business hours, Monday – Friday between 8:00 a.m. and 5:00 p.m. Pacific Time Zone, unless otherwise agreed upon. The work schedule will be determined upon execution of the contract.

Schedule for Completion

Project resources will be assigned within 15 days from Contractor's receipt of this fully-executed Contract for Services.

Subject to City fulfilling its obligations under the Scope of Work, Exhibit A, and this Schedule of Performance, Exhibit B, Contractor shall complete the services by June 30, 2022.

EXHIBIT C

Schedule of Fees

The fee for the additional services identified in this third amendment to the contract is not to exceed $100,000.00, resulting in a total contract amount not to exceed $245,000.00.

Network Design Associates will assign senior-level engineers to the City of Rocklin to complete 300 hours of work (averaging 16 hours per week) at an hourly rate not to exceed $150.00 per hour inclusive of travel and expenses and applicable taxes.

Network Design Associates will invoice the City on a weekly basis for hours worked.