

## AMENDMENT NO. 2

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and SHI INTERNATIONAL, CORP., a New Jersey corporation (“Consultant”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 1, 2021 (“Agreement”) whereby Consultant agreed to provide City with services related to supporting City’s electronic mail migration from Exchange 2010 On-Premises to Office 365 Exchange Online.

B. On or about August 9, 2021, under City’s Contract Officer authority (“CO Authority”) pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$18,118.94 for extra work performed by Consultant consisting of additional Mimecast features made available to City, thereby increasing the Contract Sum from \$437,213 to \$455,331.94.

C. As part of the services, Consultant and City intended for Consultant to provide Microsoft server and client access licenses for 3 years.

D. After entering into the Agreement, Consultant informed City that the \$20,229.68 to provide Microsoft server and client access licenses for 3 years in Exhibit C of the Agreement reflects only 1 year of Microsoft server and client access licenses, rather than 3 years, as was intended under the Agreement.

E. Through an amendment to the Agreement dated November 16, 2021 (“Amendment No. 1), the City and Consultant agreed to increase the Contract Sum by a discounted amount of \$23,804.24 to cover the cost of the Microsoft server and client access licenses from October 1, 2021 through January 31, 2024 (a period of 2 years and 4 months), and to ratify and affirm their respective approval of the extra work for an amount of \$18,118.94 authorized under the CO Authority, thereby increasing the Contract Sum to \$479,136.18.

F. On or about June 24, 2022, under City’s CO Authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by \$4,703.39 for extra work performed by Consultant consisting of additional Microsoft features made available to City, thereby increasing the Contract Sum from \$479,136.18 to \$483,839.57. Such extra work is denoted under the Scope of Services as F1, F2, F3 and F4.

G. Now, City and Consultant desire to again amend the Agreement for the purpose of adding 300 licenses for both Microsoft and Mimecast uses at a cost of \$46,688.74, bringing the increased Contract Sum to \$530,528.31.

H. City and Consultant also desire to adjust the Agreement Term to reflect an expiration date for Mimecast subscription of July 6, 2024. The expiration of the Term as respecting the Microsoft subscription shall remain unchanged at July 31, 2024.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added text shown in *bold italics*, deleted text shown in ~~strikethrough~~):

A. Section 2.1, “Contract Sum,” is hereby amended to read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Five Four~~ *Thirty Seventy Nine* Thousand ~~Five One~~ *Twenty Eight* Hundred ~~Thirty Six~~ Dollars and ~~Thirty One Eighteen~~ Cents (~~\$479,136.18~~*\$530,528.31*) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. Section I. of Exhibit “A,” Scope of Services, is hereby ratified, approved and amended to read in its entirety as follows:

**I. Consultant will perform the following Services:**

Consultant shall support City in its Exchange 2010 On-Premise to Office 365 Exchange Online Migration (“Services”).

City has identified the following goals and objectives in connection with the Services:

- Migrate mailboxes from on-premises Exchange 2010 to Office 365 Exchange Online; and
- Replace Exchange 2010 server with Exchange Server 2016.

The Services are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

**Current Environment**

Location:	Exchange 2010 On-Premises
Users:	620 Users
Resource Mailboxes:	12 Resource Mailboxes
Shared Mailboxes:	4 Shared Mailboxes
Public Folders:	1 Public Folder
Average Mailbox Size:	2GB (Largest mailbox 30GB)

**New Environment**

Location: Office 365 Exchange Online

The following services will be provided as part of the Services:

Plan

- Discover and analyze existing Exchange 2010 environment
- Discover and analyze existing Active Directory environment
- Design Azure AD Connect and Exchange Hybrid
- Design, Plan and Schedule Exchange Hybrid Migration
- Create and deliver Design Document

Build

- Deploy and Configure Azure AD Connect Server & Synchronization
- Build migration batches and synchronize mail for up to 620 total mailboxes
- Configure Exchange Online and Hybrid Exchange connectivity
- Create and deliver Test Plan Document
- Execute Test Plan to validate new environments

Deploy

- Migrate/cutover mailboxes to Office 365
- Cutover Client Access and Mail Flow to Office 365
- Decommission Exchange 2010 and Hybrid Connectivity
- Build and deploy Exchange 2016 Management Server
- Conduct Knowledge Transfer to Administrator(s)
- Create and deliver As-Built Document
- Retention and Archive guidance and setup assistance if required
- Assistance with SMPT mail flow changes if required

Support

- Conduct Knowledge Transfer to Administrators, up to 4 hours

In connection with Consultant's performance of the foregoing, Consultant shall provide City with the following services and products, identified as Tasks:

**OFFICE 360 SUBSCRIPTIONS:**

- A. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr - Year 1 of 3 Microsoft - Part#: AAA-11894;

- B. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr - Year 2 of 3 Microsoft - Part#: AAA-11894;
- C. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr - Year 3 of 3 Microsoft - Part#: AAA-11894;
- D. O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr - Year 1 of 3 Microsoft – Part#: U4S-00002;
- E. O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr - Year 2 of 3 Microsoft – Part#: U4S-00002;
- F. O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr - Year 3 of 3 Microsoft – Part#: U4S-00002;
- F1 Microsoft - Part#: MQM-00001:  
AzureActiveDrctryPremPIGCC ShrdSvr ALNG SubsVL MVL (Per User) - Year 1 of 3;
- F2 Microsoft - Part#: MQM-00002:  
AzureActiveDrctryPremPIGCC ShrdSvr ALNG SubsVL MVL (Per User) - Year 2 of 3;
- F3 Microsoft - Part#: MQM-00003:  
AzureActiveDrctryPremPIGCC ShrdSvr ALNG SubsVL MVL (Per User) - Year 3 of 3
- F4 Microsoft – Part#: 7MS-0001:  
  
Project P3 GCC Sub (Per User) – Year 1of 3  
  
Note: Software ESD
- F5 Microsoft – Part#: 7MS-0001:  
  
Project P3 GCC Sub (Per User) – Year 2 of 3  
  
Note: Software ESD
- F6 Microsoft – Part#: 7MS-0001:  
  
Project P3 GCC Sub (Per User) – Year 3 of 3  
  
Note: Software ESD
- F7 Microsoft – Part#: 076-01776:  
  
Project Std ALNG LicSAPkMVL

Note: Software ESD

**MIMECAST SUBSCRIPTIONS:**

- G. Perimeter Defense Plan for O365 Mimecast - Part#: M\_PERM-DEF\_250\_A;
- H. Mimecast C1 for O365 Email Security Mimecast - Part#: M\_C1\_250\_A;
- I. Mimecast A1 for O365 Email Archiving Mimecast - Part#: M\_A1\_250\_A
- J. Add On – Secure Messaging (Per User) for O365 Mimecast - Part#: M\_SM\_PU\_A
- K. LCS - Gold for O365 Email Security Mimecast - Part#: M\_LCS\_GD\_A
- L. IMP - Managed Implementation Mimecast - Part#: M\_IMP\_MGD\_OO
- M. Perimeter Defense Plan for O365 Mimecast – Part#: M\_PERM-DEF\_250\_A
- N. Mimecast C1 for O365 Email Security Mimecast - Part#: M\_C1\_250\_A
- O. Mimecast A1 for O365 Email Archiving Mimecast - Part#: M\_A1\_250\_A
- P. Add On – Secure Messaging (Per User) for O365 Mimecast - Part#: M\_SM\_PU\_A
- Q. LCS - Gold for O365 Email Security Mimecast - Part#: M\_LCS\_GD\_A
- R. Perimeter Defense Plan for O365 Mimecast - Part#: M\_PERM-DEF\_250\_A
- S. Mimecast C1 for O365 Email Security Mimecast - Part#: M\_C1\_250\_A
- T. Mimecast A1 for O365 Email Archiving Mimecast - Part#: M\_A1\_250\_A
- U. Add On – Secure Messaging (Per User) for O365 Mimecast - Part#: M\_SM\_PU\_A
- V. LCS - Gold for O365 Email Security Mimecast - Part#: M\_LCS\_GD\_A
- W. Mimecast Part #: M\_SREO365\_A: Sync and Recover for Exchange and Office 365
- X. Mimecast Part #: M\_LFS\_PU\_A: Large file send (per user)
- XI. Mimecast Part #: M\_EDU\_PREM\_A: Education Premium Subscription

**SERVER LICENSE:**

- Y. WinSvrDCCore ALNG LicSAPk MVL 16Lic CoreLic - 3 Year Term Microsoft - Part#: 9EA-00271

Z. WinSvrCAL 2019 SNGL MVL UstrCAL Microsoft - Part#: R18-05796

**MIGRATION:**

AA. Office 365 Exchange Migration

C. Section I. of Exhibit "C," "Schedule of Compensation," is hereby ratified, approved, and amended to read in its entirety as follows:

**"I. Consultant shall perform the following tasks at the following rates:**

MICROSOFT O365 LICENSES AND MIMECAST EMAIL SECURITY – 3 YEARS	RATE	QUANTITY	SUB-BUDGET	
A.	\$212.26	300	\$63,678.00	
B.	\$212.26	300	\$63,678.00	
C.	\$212.26	300	\$63,678.00	
D.	\$76.94	300	\$23,082.00	
E.^	\$76.94	300	\$23,082.00	
F.^	\$76.94	300	\$23,082.00	
F1.	\$49.64	1	\$49.64	
F2.	\$54.15	1	\$54.15	
F3.	\$54.15	1	\$54.15	
F4.	\$22.55	7	\$157.85	
F5.	\$270.63	7	\$1,894.41	
F6.	\$270.63	7	\$1,894.41	
F7.	\$756.72	1	\$756.72	
G.	\$23.08	600	\$13,848.00	
H.	\$18.34	600	\$11,004.00	
I.	\$29.09	600	\$17,454.00	
J.	\$7.11	50	\$355.50	
K.	\$3,473.74	1	\$3,473.74	
L.	\$1,197.60	1	\$1,197.60	
M.^	\$23.08	600	\$13,848.00	
N.^	\$18.34	600	\$11,004.00	
O.^	\$29.09	600	\$17,454.00	
P.	\$7.11	50	\$355.50	
Q.^	\$3,473.74	1	\$3,473.74	
R.	\$23.08	600	\$13,848.00	
S.	\$18.34	600	\$11,004.00	
T.	\$29.09	600	\$17,454.00	
U.^	\$7.11	50	\$355.50	
V.	\$3,473.74	1	\$3,473.74	
W.^	\$28.19	600	\$16,914.00	
X.^	\$20.94	50	\$1,047.00	\$0.00
X1.	\$0.00	1		

\$422,705.65

**SUBTOTAL:**

**SUB-BUDGET**

**^MICROSOFT 0365  
LICENSES AND  
MIMECAST EMAIL  
SECURITY - LESS  
THAN 3 YEARS**

**RATE**

**QUANTITY**

<b>E.^^</b>	<b>\$31.41</b>	<b>300</b>	<b>\$9,423.00</b>
<b>F.^^</b>	<b>\$75.38</b>	<b>300</b>	<b>\$22,614.00</b>
<b>M.^^</b>	<b>\$10.06</b>	<b>300</b>	<b>\$3,018.00</b>
<b>N.^^</b>	<b>\$7.99</b>	<b>300</b>	<b>\$2,397.00</b>
<b>O.^^</b>	<b>\$12.67</b>	<b>300</b>	<b>\$3,801.00</b>
<b>Q.^^</b>	<b>\$3,473.74</b>	<b>1</b>	<b>\$3,473.74</b>
<b>U.^^</b>	<b>\$7.11</b>	<b>50</b>	<b>\$355.50</b>
<b>W.^^</b>	<b>\$4.17</b>	<b>300</b>	<b>\$1,251.00</b>
<b>X.^^</b>	<b>\$7.11</b>	<b>50</b>	<b>\$355.50</b>

**SUBTOTAL:**

**\$46,688.74**

**E.^^ -**

**3/1/23 to 7/31/23**

**F.^^ -**

**8/1/23 to 7/31/24**

**F4.^^ -**

**7/1/22 to 7/31/22**

**F5.^^ -**

**8/1/22 to 7/31/23**

**F F6.^^ -**

**8/1/23 to 7/31/24**

**F F7.^^ -**

**5/27/22 to 7/31/24**

**M.^^ -**

**7/7/23 to 7/6/24**

N.^ -  
7/7/23 to 7/6/24

O.^ -  
7/7/23 to 7/6/24

Q.^ -  
7/7/23 to 7/6/24

U.^ -  
7/7/23 to 7/6/24

W.^ -  
7/7/23 to 7/6/24

X.^ -  
7/7/23 to 7/6/24

**MICROSOFT SERVER  
AND CLIENT ACCESS  
LICENSES – FROM  
10/1/21 THROUGH  
1/31/24**

<b>Y.</b>	\$6,296.48	4	\$25,185.92**
<b>Z.</b>	\$47.12	400	\$18,848.00**

**SUBTOTAL:** \$44,033.92

\$443,917.24

**OFFICE 365  
EXCHANGE  
MIGRATION**

<b>AA.</b>	Fixed	N/A	\$17,100.00***
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**SUBTOTAL:** \$17,100.00

**GRAND TOTAL:** \$530,528.31 ~~\$479,136.18~~

\*\*\$11,587.84 paid 10/1/21; \$16,223.04 paid January 2022; \$16,223.04 paid January 2023

\*\*\*50% to be invoiced upon Contract execution and 50% to be invoiced upon completion of services.”

D. Section V. of Exhibit “C,” “Schedule of Compensation,” is hereby amended to read in its entirety as follows:

“V. The total compensation for the Services shall not exceed (\$479,136.18~~,\$530,528.31~~) as provided in Section 2.1 of this Agreement.”

E. Section I. of Exhibit “D,” “Schedule of Performance,” is hereby amended to read in its entirety as follows:

**“I. Consultant shall perform all Services timely in accordance with the following schedule:**

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task AA	14 days	14 days from Notice to Proceed
B.	Tasks A- <del>F73X</del>	3 years	<del>3 years from execution of Enterprise Agreement and related documentation required by Microsoft</del> 8/1/21 through 7/31/24
C.	G-XI	3 years	7/7/21 through 7/6/24
D <del>C</del> .	Tasks Y-Z	28 months	From 10/1/21 through January 31, 2024”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2 and Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events

that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONSULTANT:**

SHI INTERNATIONAL, CORP., a New Jersey corporation

By: \_\_\_\_\_  
Name: Elisabeth Arnold  
Title: Lead Contracts Specialist

By: \_\_\_\_\_  
Name: Kristina Mann  
Title: Manager - Contracts  
Address: 290 Davidson Avenue  
Somerset, NJ 08873

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> <b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
_____	_____
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	
_____	
_____	
	SIGNER(S) OTHER THAN NAMED ABOVE