

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) 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. Through an amendment to the Agreement dated March 22, 2023 (“Amendment No. 2”), City and Consultant amended 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, and 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 remained unchanged at July 31, 2024.

H. Now, City and Consultant desire to again amend the Agreement for the purpose of adjusting the cost and license periods for the 300 Microsoft and Mimecast licenses denoted F (Microsoft) and W (Mimecast), reducing the cost of such licenses by an amount of \$4,932.00 (decrease of \$5,655.00 for F and increase of \$723.00 for W), and adding 300 Mimecast licenses denoted G, H and I at an additional cost of \$14,535.00 (for a total increase of \$9,603.00), thereby bringing the adjusted Contract Sum to \$540,131.31.

I. The additional licenses for the amount of \$46,688.74 approved by City Council through Amendment No. 2 were never procured by City staff. Therefore, although the new Contract Sum approved by City Council through this Amendment No. 3 will be \$540,131.31, the City's actual expenditure under the Agreement, as amended, will be an amount that is \$46,688.74 less than the new Contract Sum.

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 Hundred ~~Forty~~ ***Thirty*** Thousand ***One Hundred Thirty One*** ~~Five Hundred Twenty Eight~~ Dollars and Thirty One Cents (~~\$540,131.31~~***\$530,528.34***) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. 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
X1.	\$0.00	1	\$0.00

SUBTOTAL:

\$422,705.65

	RATE	QUANTITY	SUB-BUDGET
^MICROSOFT O365 LICENSES AND MIMECAST EMAIL SECURITY – LESS THAN 3 YEARS			
E.^^	\$31.41	300	\$9,423.00
F.^^	\$75.38	300	\$22,614.00
M.^^	\$10.06	300	\$3,018.00
N.^^	\$7.99	300	\$2,397.00
O.^^	\$12.67	300	\$3,801.00
Q.^^	\$3,473.74	1	\$3,473.74
U.^^	\$7.11	50	\$355.50
W.^^	\$4.17	300	\$1,251.00
X.^^	\$7.11	50	\$355.50

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

F6.^ ^ -
8/1/23 to 7/31/24

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

	<i>RATE</i>	<i>QUANTITY</i>	<i>SUB-BUDGET</i>
^MICROSOFT 0365 LICENSES AND MIMECAST EMAIL SECURITY – LESS THAN 3 YEARS			

F. ^^	\$56.53	\$75.38	300	\$16,959.00	\$22,614.00
G. ^^	\$15.86		300	\$4,758.00	
H. ^^	\$12.60		300	\$3,780.00	
I. ^^	\$19.99		300	\$5,997.00	
W. ^^	\$6.58	\$4.17	300	\$1,974.00	\$1,251.00

SUBTOTAL

\$33,468.00 (**\$9,603.00** is the amount of increase from Amendment No. 2)

F. ^^ -

~~8/1/23~~ **11/1/23 to 7/31/24**

G. ^^ -

11/1/23 to 7/6/24

H. ^^ -

11/1/23 to 7/6/24

I. ^^

11/1/23 to 7/6/24

W. ^^

~~7/7/23~~ **11/1/23 to 7/6/24**

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

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

SUBTOTAL:

\$44,033.92

**OFFICE 365
EXCHANGE
MIGRATION**

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

\$17,100.00

GRAND TOTAL:

~~\$540,131.31~~ \$530,528.31

****\$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.”

C. 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 (**~~\$540,131.31~~ \$530,528.31**) as provided in Section 2.1 of this Agreement.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, 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, Amendment No. 1, and Amendment No. 2. 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 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, 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. 3, 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. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and

(iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 3 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. 3.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

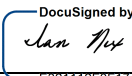
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

SHI INTERNATIONAL, CORP., a New Jersey corporation

By:  _____
Name: Ian Nix
Title: Manager - Contracts

By:  _____
Name: Kristina Mann
Title: Sr. 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.

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

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

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<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 _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE