

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH EATON AND ASSOCIATES TO SERVE AS THE CITY OF BURLINGAME'S INFORMATION TECHNOLOGY SERVICES PROVIDER TO EXTEND THE TERM TO JUNE 30, 2027

WHEREAS, the City of Burlingame and Eaton and Associates (each a "Party" and together, "Parties") desire to continue their partnership for information technology support, as outlined in that certain Professional Services Agreement dated May 17, 2022 (the "Original agreement"); and

WHEREAS, the Parties desire to amend the Original Agreement to extend its term, effective from July 1, 2025, to June 30, 2027, and to expand the scope of work to include an add-on Managed Security Operation Center; and

WHEREAS, the amount of compensation for the extended term shall not exceed \$1.9 million, which includes contingency for planned and unforeseen projects; and

WHEREAS, all other provisions of the Original Agreement not amended below remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, both Parties agree to amend the Original Agreement as follows:

1. Section 2b (Compensation) is hereby amended as follows:

During the Initial Term, in no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$1,706,448 (the "Maximum Compensation"). For the Extended Term, the Maximum Compensation shall not exceed \$1,900,000. For the second year in the Extended Term beginning on July 1, 2026, every Renewal Term, the Maximum Compensation shall increase by a minimum of 2% or an amount equal to the change in the Consumer Price Index for all Urban Consumers for the area including San Mateo County (the "CPI"), including all items published by the US Bureau of Labor Statistics as of March 1 of each year, not to exceed a maximum increase of 5% per year. [Remainder of this paragraph remains the same]

2. Section 5 (Term) is hereby amended as follows:

The term of this Agreement shall be for the period commencing on June 1, 2022, and expiring on June 30, 2025 (the "Initial Term"), ~~unless this Agreement is earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew as provided in this section (each renewal an "Extension Term").~~ shall renew for one additional period of two years, beginning on July 1, 2025 and ending on June 30, 2027 (the "Extended Term"). The Extended Term shall be subject to the same terms and conditions as the Initial Term, subject to section 2 (Compensation). [Remainder of this paragraph is hereby struck]

3. Exhibit B is hereby amended and restated in its entirety, as follows:

EXHIBIT B

Schedule of Charges/Payments

The consultant will invoice the City on a monthly cycle. The consultant will include a detailed report with each invoice, indicating the included monthly costs and out-of-scope services. The consultant will pre-approve with the City regarding any out-of-scope work being performed by the Consultant.

Fees consist of services and the cost to support technology equipment. The technology equipment costs will be adjusted quarterly based on the number of devices on the City's network. Monthly costs include base services and 3 days per week (of 8 hours per day) of onsite I.T. support, systems, and staffing to support the technology needs in the Scope of Services. The City will have the option to flex the usage of the 24 hours a week of onsite staff.

Monthly/Annual Costs:

	Year 4 - Renewal	Year 5 - Renewal
Monthly Cost	\$45,697 ¹	See Compensation Section ²
Annual Cost	\$548,364 ¹	See Compensation Section ²

¹ Amount may vary based on additional on-site days, as requested by the City.

Per Unit Monthly Costs for Desktop and Services:

	Year 4 - Renewal	Year 5 - Renewal
City Workstations	\$51	See Compensation Section ²
Library Workstations	\$46	See Compensation Section ²
Copiers	\$26	See Compensation Section ²
Printers	\$26	See Compensation Section ²
MDM Tablets/iPads	\$9	See Compensation Section ²
MDM Phones	\$4	See Compensation Section ²
Physical Servers/VM/Hosts	\$128	See Compensation Section ²
SAN Storage	\$128	See Compensation Section ²
SAN Fiber Switch	\$36	See Compensation Section ²

WORM Storage	\$128	See Compensation Section ²
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² Renewal minimum of 2%, or an amount equal to the change in the Consumer Price Index for all Urban Consumers for the area including San Mateo County (the "CPI"), including all items as published by the US Bureau of Labor Statistics as of March 1 of each year, not to exceed a maximum increase of 5% per year.

Flat Rate Cost for Network and Security Services:

	Year 4 - Renewal	Year 5 - Renewal
Network and Security Services ³	\$1,800	\$1,800
Shield Pro	\$2,000	\$2,000

³ Includes systems and resources for network and security services such as Next Gen SEIM to secure network devices and support cybersecurity; includes equipment such as firewalls, switches, wireless access points, routers, backup solutions, and email archiver.

Hourly Costs for Additional Services	Year 4 - Renewal	Year 5 - Renewal
CTO Hourly Rate	\$215	See Compensation Section ²
System Network Engineer	\$170	See Compensation Section ²
Project Management	\$160	See Compensation Section ²
Helpdesk Only - After-Hours Overtime Rate 6:00 pm to Midnight	1.5 times Hourly Rate	1.5 times Hourly Rate
Helpdesk Only - Extended After-Hours Overtime Rate Midnight – 7:00 am	2.00 times Hourly Rate	2.00 times Hourly Rate

Out of Scope Services:

Each year, the City will work with EATON to plan and approve an annual work plan project for services not included in the Scope and Services of the original agreement to support the City's technology needs.

CITY OF BURLINGAME, a municipal corporation of the State of California

By: _____
Lisa K. Goldman, City Manager

EATON AND ASSOCIATES, a corporation of the State of California

By: _____
John Eaton, President