City of Piedmont
COUNCIL AGENDA REPORT

DATE: June 5, 2023

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of a Twelve-Month Extension of the Agreement with Computer Courage for Information Technology Support Services in the Amount of $334,975 Per Year

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RECOMMENDATION

Approve the Fifth Amendment to the City's contract with Computer Courage for Information Technology (IT) Support Services, which extends the agreement by twelve months at an annual cost of $334,947.

BACKGROUND

In October of 2015, the City Council adopted the City of Piedmont's Information Technology Strategic Plan. The plan was developed by ClientFirst Technology Consulting in consultation with the IT Task Force and City Staff. The plan adopted seventy initiatives in eight categories. The initiatives were initially scheduled for implementation over a five-year timespan. Execution has taken longer than anticipated due to several factors including a delayed start and the COVID-19 pandemic. These initiatives were divided into seven categories and then prioritized to reduce the technological debt possessed by the City. The staff report from the adoption of the IT Strategic Plan states "This debt negatively affects staff productivity and limits service to our residents. As a minor example, it would be beneficial and convenient to provide for the ability to make electronic payments, however, that service cannot be implemented using our current infrastructure."

From plan adoption, the City has made great strides in addressing its technological shortcomings. The Council has heavily invested in Piedmont's IT infrastructure since the approval of the plan. The first major investment was bringing on an IT support firm in late 2016. Since that time, much of the City's backbone network infrastructure has been replaced. The City's website, email infrastructure, and telephone system have been upgraded. The City has also replaced its financial system and introduced electronic timekeeping. Security, backup, and disaster recovery systems have been modernized.

Currently, staff is implementing new land management, permitting, and licensing software, which should come online in the next few months. This software will promote increased efficiency by staff and will also allow residents to apply and pay for building permits, planning

permits, and business licenses online. Establishment of a work order management software is in progress that will allow residents to submit inquiries and damage reports to the Public Works Department online.

On November 21, 2016, the City Council awarded a two-year, fixed price contract to Computer Courage for the provision of IT Support Services after an extensive RFP process. At the time the contract was procured, outsourcing the IT support function was characterized as a way to leverage the City's investment in IT staffing to ensure the best depth of knowledge and resources available to staff. The initial term of the contract was two years. It has been extended several times since the end of the initial term and currently expires on June 30, 2023. The contract before the Council is a twelve-month extension of the agreement with a modest increase over the rates paid by the City in the current fiscal year. The rate structure in the contract distinguishes work hours associated with technical support and project delivery.

After discussion with the City's IT management consultant, Tom Jakobsen of Client First Technology Consulting, staff has determined that an average increase of 5.31% over the current cost of the hourly labor rates of the current agreement is appropriate, given inflationary pressures. In the current agreement, as well as the proposed extension, the City purchases a block of 1,920 support hours per year at a fixed hourly rate. The proposed agreement includes an increase in the not-to exceed amount for managed IT services, which is inclusive but not limited to monitoring, antivirus, and remote access. In last year's agreement, the Council also increased this total due to the increased number of computers used by the City. In this contract, for the first time since the initiation of the contract in 2016, Computer Courage has requested an increase in the cost per computer for these managed services. This requested increase is due to the increasing cost of the software used on each of our workstations and servers.

When the contract with Computer Courage was renewed in 2020, Council granted an increase in the number of project work hours from 535 to 700 per year. Initially, the increased hours were used extensively to complete several large projects, including operating system and productivity software upgrades on workstations; security reviews and training; network infrastructure and programming adjustments, and others. In the current fiscal year, the usage has normalized to be under to the 535 previously included in the contract and staff and the City's IT management consultant believe that the reduction to 535 hours is reasonable. Projects included in FY 23-24 include replacement of network infrastructure, security training for City employees, and security and disaster recovery planning, among others.

The proposed fifth amendment to the contract amends two portions of the contract, the term and the payment section. The proposed rates for the 2023-2024 extension are shown below, including the decreast in project hours, along with the current rates for reference.

	Hourly Rate	Number of Hours	Annual Total
Current Support Rate	$ 90.00	1920	$172,800.00
Proposed Support Rate	$ 95.00	1920	$182,400.00
Current Project Rate	$138.00	700	$ 96,600.00
Proposed Project Rate	$145.00	535	$ 77,575.00
Current Maximum Managed Services Cost			$ 60,000.00
Proposed Maximum Managed Services Cost			$ 75,000.00
Current Not-To-Exceed			$ 329,400.00
Proposed Not-To-Exceed			$ 334,975.00

Over the years of this contract, Computer Courage has provided excellent service to the City and has worked to implement a large number of the initiatives in the City's Information Technology Strategic Plan. Through the implementation of these initiatives and other work performed, Computer Courage has helped modernize the City's information technology infrastructure, make the City's network more secure, and implement amenities like Wi-Fi in City buildings.

Computer Courage was instrumental in the City's transition to remote work and electronic applications during COVID-19. The work of Computer Courage was integral to allowing the City's workforce to continue to serve the public effectively and efficiently under the constraints of the pandemic.

Tom Jakobsen of Client First Technology and Adam Schwartz of Computer Courage are present at this meeting to give a detailed report to the Council on the status of the IT Strategic Plan implementation and the state of IT in Piedmont.

Staff is supports and appreciates Computer Courage and its team, particularly CEO Adam Schwartz and Support Technician Jake Feuerbacher.

CITY ATTORNEY REVIEW

The attached amendment has been reviewed and approved as to form and legality by the City Attorney's Office.

Attachments: A: Proposed Fifth Amendment to Agreement with Computer Courage
B: Existing Agreement with Computer Courage

By: John O. Tulloch, Assistant City Administrator/City Clerk

FIFTH AMENDMENT TO CONTRACT

This Fifth Amendment ("Amendment") to the Contract, dated January 1, 2017 ("Contract"), is made and entered into on this ___ day of _____ 2023 (the "Effective Date") by and between the City of Piedmont, a California municipal corporation ("City"), and Computer Courage, Inc., a California Corporation ("Independent Contractor").

R E C I T A L S

A. City and Independent Contractor entered into the Contract, dated January 1, 2017, under which Independent Contractor provides certain IT services to the City. Pursuant to its terms, the Contract was originally set to expire on January 1, 2019.

B. On or about November 5, 2018, the City previously approved the First Amendment to the Contract (the "First Amendment"), which extended the term of the Contract to January 1, 2020, and amended Exhibit A to provide for compensation terms that address the extended term of the Contract.

C. On or about December 16, 2019, the City approved the Second Amendment to the Contract (the "Second Amendment"), which extended the term of the Contract to January 1, 2021.

D. On or about December 21, 2020, the City approved the Third Amendment to the Contract (the "Third Amendment"). The Third Amendment extended the term of the Contract to June 30, 2022, amended Exhibit A to provide for compensation terms that addressed the extended term of the Contract, and provided that either party may terminate the Contract at any time without cause upon at least 90 days' written notice.

E. On or about June 6, 2022, the City approved the Fourth Amendment to the Contract (the "Fourth Amendment"). The Fourth Amendment extended the Contract to June 30, 2023, amended Exhibit A to provide for compensation terms that address the extended term of the Contract, and updated Section 1.b of Exhibit A to include Senior Technician services.

F. The parties now wish to extend the Contract to June 30, 2024 and amend Exhibit A to provide for compensation terms that addressed the extended term of the Contract.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.

2. Section 5 of the Contract is hereby amended to read in its entirety as follows:

5. Term

This Contract shall begin on January 1, 2017, for an initial two-year term, which was extended by the parties pursuant to the First Amendment, Second Amendment, Third, and Fourth Amendment, and has been further extended by agreement of the parties until June 30, 2024. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on June 30, 2024. The term of this Contract may be extended for additional 12-month periods by mutual agreement of the parties.

3. Section 2 – Pricing of Exhibit A is hereby amended to read through Section 2.b. as follows:

2 - Pricing

The not to exceed budget for Computer Courage fees is $329,400. This agreement can only be increased from the budget amount with written approval of Computer Courage and Piedmont City Council. The budget is separated into three components, subject to possible adjustments in sections 2.a through 2.g:

1. Support labor: $182,400 based on 1920 hours
2. Project labor: $77,575 based on 535 hours
3. Managed IT Services licensing: $75,000 based on 120 workstations and 13 servers

2.a. Support Labor

Computer Courage will provide up to 1920 hours for the year for a flat rate of $182,400. This annual rate represents an hourly rate of $95.00.

The following terms and details apply to support labor:

- If the City uses more than 1920 support hours in a 12 month period, additional hours during the first two years will be billed at $95.00 per hour.
- If the City uses fewer than 1920 support hours in a 12 month period, the budget is not reduced unless specifically stated in writing by Computer Courage.
- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 1920 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.
- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 1920 hours per year.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 1920 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at 1/2 the IT Support rate.

2.b. Project/Senior Technician Labor

All project and senior technician labor is billed at $145.00 per hour (including Project Management). Monthly project invoices will be provided separately from the support usage reports. Computer Courage will maintain a project list and roadmap.

The City has provided an initial project timeline and 535 hour project budget. We will work toward these goals, proposing adjustments to the timeline and budget as needed. Computer Courage will classify labor as "support" or "project/senior technician". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 1920 support hour budget at the IT Support rate of $95.00 per hour.

Project/Senior Technician labor is subject to the same rate multipliers for overtime and after hours as support labor.

4. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

CONTRACTOR

Computer Courage, Inc.

_____
Adam Schwartz, CEO & Founder

Date: _____

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____
Jennifer Cavenaugh, Mayor

ATTEST:

_____
John Tulloch, City Clerk

APPROVED AS TO FORM:

_____
Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

CONTRACT

This contract made _____ ("Effective Date"), between the City of Piedmont, California, a municipal corporation, 120 Vista Avenue, Piedmont, California 94611, ("City") and Computer Courage, ("Independent Contractor" or "Computer Courage").

1. City is a municipal corporation which needs certain services and software as more specifically set forth hereafter.

2. Independent Contractor agrees to provide these services and software to the City under the terms and conditions set forth in this Contract ("Contract").

3. Services

   Independent Contractor shall provide the services as set forth in Exhibit A attached hereto and incorporated herein.

4. Compensation

   City will pay the Independent Contractor the fees set forth in Exhibit A for the services described in Section 3 above. City shall issue payment as provided in Exhibit A for the services described in Section 3 above.

5. Term

   This Contract shall begin on the Effective Date. Unless otherwise terminated as provided in this Contract, this Contract shall terminate two (2) years from the Effective Date. The term of this Contract may be extended for additional 12-month periods by mutual written agreement of the parties.

6. Contractual Relationship

   The parties intend that an Independent Contractor-employer relationship will be created by this Contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Independent Contractor. Independent Contractor is not to be considered an agent or employee of City for any purpose, and neither Independent Contractor nor any employees of Independent Contractor are entitled to any of the benefits that City provides for City's employees. It is understood that City does not agree to use Independent Contractor exclusively. It is further understood that Independent Contractor is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with City. Independent Contractor shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for City.

7. Indemnity and Hold Harmless

a. To the fullest extent permitted by law and subject to the limitations on liability in this Section 7 below, Independent Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify and hold harmless City and its officers, elected officials, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Independent Contractor or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, reasonable court costs and attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), to the extent the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the intentional misconduct or negligent performance of this Contact by Independent Contractor or by any individual or entity for whom Independent Contractor is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Independent Contractor. Neither termination of this Contractor nor completion of the Services shall release Independent Contractor from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

b. All IT Support Labor, IT Project Services, Managed IT Services, and IT Management Services, as those terms are defined in Exhibit A, provided by Computer Courage will be performed in a professional and workmanlike manner, consistent with industry standards.

c. ALL EQUIPMENT PROVIDED BY COMPUTER COURAGE UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, ASIDE FROM ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, AND COMPUTER COURAGE MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATED TO OR ARISING IN ANY WAY OUT OF THE EQUIPMENT. COMPUTER COURAGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMPUTER COURAGE BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, DELAYS, LOSS OF DATA AND THE LIKE) ARISING OUT OF THE USE, OR THE INABILITY TO USE, OR ANY DEFECTS IN

EQUIPMENT , REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF COMPUTER COURAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH RESPECT TO COMPUTER COURAGE'S INDEMNITY OBLIGATIONS UNDER SECTION 7(A) ABOVE.

d. WITHOUT LIMITING THE ABOVE, COMPUTER COURAGE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT OR ARISING FROM THE SERVICES, INCLUDING INDEMNITY OBLIGATIONS, SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO COMPUTER COURAGE BY CLIENT UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY CLAIM OR (II) THE TOTAL AMOUNT OF COMPUTER COURAGE, INC.'S APPLICABLE INSURANCE COVERAGE. AS USED IN THIS SECTION 5, "COMPUTER COURAGE" INCLUDES COMPUTER COURAGE, INC., ITS AFFILIATES, SUBCONTRACTORS, AND THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, OWNERS, AGENTS AND EMPLOYEES.

8. Insurance

The following minimum levels of insurance coverage shall be provided during the term of this Contract. Prior to the execution of the Contract, Independent Contractor shall provide proof of insurance required. Independent Contractor shall provide City 30-day prior written notice of termination or material change in coverage and ten (10) days prior written notice of cancellation for non-payment.

The City of Piedmont, its Council Members, directors, officers, agents and employees shall be named as additional insured. Independent Contractor shall provide City with an additional insured certificate for each such insurance coverage.

A.	Professional Liability Insurance.	$2,000,000
B.	Worker's Compensation Insurance.	Statutory Limits
C.	Automobile Insurance	$1,000,000
C.	Public Liability and Property Damage Insurance.	$2,000,000 (single limit per occurrence)

Independent Contractor shall notify City within five (5) business days after it has been served or notified of any claim or legal action that in any way involves Independent Contractor, and the City of Piedmont, even if the City is not named in the claim or as a

defendant in any legal action, if such notification comes to Independent Contractor from any source other than the City. Independent Contractor shall also promptly provide City, within the same time period set forth in the prior sentence, with copies of any document or information it has regarding such claim or legal action.

9. Assignability

Independent Contractor shall not assign, delegate, or transfer any interest in this agreement nor the performance of any Independent Contractor's obligations hereunder, without the prior written consent of the City.

10. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

11. Notices

Any notices to be sent pursuant to this Contract shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage addressed to City at 120 Vista Avenue, Piedmont, California 94611, and to Independent Contractor at 6550 Vallejo Street. Suite 102, Emeryville, CA 94608, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

12. Governing Law

This Contract shall be governed by the laws of the State of California. Jurisdiction and venue of litigation arising from this Agreement shall be in the County of Alameda, State of California.

13. Modification

Any modification of this Contract will be effective only if it is in writing signed by all parties to this Contract.

14. Time is of the Essence

Time is of the essence in the performance of this Contract.

15. Termination

The following provisions shall govern termination under this Contract:

a. Either party may terminate this Contract for cause as follows:

(1) The party electing to terminate shall give the other party written notice of termination at least fifteen (15) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violations(s).

(2) If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.

(3) If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, and if such violation is not otherwise remedied or cured by the defaulting party within the fifteen day notice period, the termination shall proceed.

(4) If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide services, if the terminating party is the City.

b. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

16. <u>Equal Opportunity</u>

Independent Contractor shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, gender , age, religion, national origin, sexual preference, gender identity, marital status, disability, Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) and in addition, Independent Contractor must comply with the Americans with Disabilities Act.

17. <u>Compliance with Laws</u>

Independent Contractor shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Independent Contractor represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance and approvals which are legally required for Independent Contractor to practice its profession.

18. Entire Agreement

This Contract constitutes the entire agreement of the parties, and supersedes all prior understandings and agreements between them, with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both parties. In the event of a conflict between the terms set forth in this Contract and the terms set forth in any exhibit to this Contract, the terms of this Contract shall govern over the terms of any exhibit.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT:

By: _____
Jeff Wieler, Acting Mayor

COMPUTER COURAGE:

By: _____

Attest:

_____
John O. Tulloch, City Clerk

Approved as to form and legality:

_____
Michelle Marchetta Kenyon, City Attorney
Chad Herrington, Assistant City Attorney

EXHIBIT A

SERVICES

1 – Services Provided
Computer Courage will provide the following services to the City of Piedmont:

1. IT Support Services
2. IT Project Services
3. Managed IT Services
4. IT Management Services

1.a. IT Support labor
Computer Courage will supply one full time support technician to work at the City of Piedmont offices. Computer Courage will assign a primary dedicated technician, and will fill in any time they miss with other support technicians. Computer Courage also will provide on demand remote help desk support as needed.

Support labor can be used for user support, desktop or server maintenance, troubleshooting, equipment setups, cloud service management, and basic network maintenance. Support labor can be applied to other services such as Project Services where reasonable and mutually agreed upon.

After hours support will be made available to the City on demand via a list of technician and manager cell phone numbers. If the City needs support for outages affecting critical city services after hours, they can follow the list and protocol, and Computer Courage will respond to requests for after hours support within 1 hour and arrive on-site (if needed) within two hours. Critical outages are defined as an emergency situation in which a system failure causes a work stoppage and no work-around exists, public safety is impacted, revenue is impacted, or data is corrupted.

The primary support technician will attend the annual New World Systems conference.

The primary support technician will work a target of 7.5 hours per workday at the City to meet City's support needs and budget. However, the City's business hours are 10 hours per day. The Computer Courage help desk is available from 9am to 5:30pm, Monday through Friday excluding holidays to provide support when the primary technician is not available.

1.b. IT Project Services
Computer Courage will provide IT Project labor to assist the City in completing IT projects that lie outside of the scope of support services. The RFP and Strategic Plan identify a number of projects, and others may be identified and suggested by either party. Most IT Project labor will be performed by Computer Courage Senior Technicians or Network Engineers. Some requested projects may be outside of our scope of services, and require the City to hire a 3rd party vendor.

For each IT Project, the City and Computer Courage will agree upon a scope of work and estimated number of project and IT Support hours for the services before project commencement.

1.c. Managed IT Services

Computer Courage will provide Managed IT Services to the City to achieve stability, security, and efficiency in IT services. At a high level, Managed IT Services includes:

1. Software and labor to manage and monitor workstations and servers
2. Antivirus, antimalware, and patch management software
3. Help desk ticketing solution to manage and track tickets and projects
4. IT Documentation service (direct access provided to City managers)

A detailed list of services included in and excluded from Managed IT Services appears Section 3 of this Exhibit.

1.d. IT Management Services

Computer Courage Managers, led by Adam Schwartz, will provide IT Management to the City of Piedmont. Services include:

1. Initial IT Assessment and Report
2. Service management, quality control, and escalation
3. Monthly participation in IT Steering Committee meeting (with prepared reports)
4. Reporting from ticketing, documentation, and RMM tools
5. Semiannual IT Review report and meeting
6. Hours tracking, reporting, and invoicing
7. Participation in the City's annual IT budget process
8. Assistance with IT work load prioritization for Computer Courage staff

2 - Pricing

For the first two years, the annual not to exceed budget for Computer Courage fees is $260,000 per 12 month period. This agreement can only be increased from the budget amount with written approval of Computer Courage and Piedmont City Council. The budget is separated into three components, subject to possible adjustments in sections 2a through 2g:

1. Support labor: $150,000 per year based on 1920 hours
2. Project labor: $65,000 per year based on 535 hours
3. Managed IT Services licensing: $45,060 per year based on 63 workstations and 31 servers

2.a. Support Labor

Computer Courage will provide up to 1920 hours for the year for a flat annual rate of $150,000. This annual rate represents an hourly rate of $78.12.

The following terms and details apply to support labor:

- If the City uses more than 1920 support hours in a 12 month period, additional hours will be billed at $78.12 per hour.
- If the City uses fewer than 1920 support hours in a 12 month period, the budget is not reduced unless specifically stated in writing by Computer Courage.

- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 1920 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.
- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 1920 hours per year.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 1920 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at ½ the IT Support rate.

2.b. Project Labor

All project labor is billed at $121.50 per hour (including Project Management). Monthly project invoices will be provided separately from the support usage reports. Computer Courage will maintain a project list and roadmap.

The City has provided an initial project timeline and 535 hour project budget for each of the first two years. We will work toward these goals, proposing adjustments to the timeline and budget as needed.

Computer Courage will classify labor as "support" or "project". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 1920 support hour budget at the IT Support rate of $78.12 per hour.

Project labor is subject to the same rate multipliers for overtime and after hours as support labor.

2.c. Managed IT Services

Managed IT Services are required for all workstations and servers unless specifically agreed to be excluded by the City and Computer Courage. Managed IT Services are billed on a per-device basis as follows:

- $35 per month per workstation
- $50 per month per server

This monthly fee covers included licensing and labor (detailed in Section 3 of the Exhibit). Approximately 50% of the fees pay for licensing costs, and 50% pay for included labor.

The City and Computer Courage have agreed to exclude the Police Department computers from Managed IT Services, at least temporarily, while CJIS security regulations are considered. These excluded machines will not be billed under Managed IT Services until a time at which they are covered through mutual agreement of the City and Computer Courage.

At the current count of 63 workstations and 31 servers, the monthly fee comes to $3,755, which is an annual budget of $45,060. This count includes Police Department machines, which may or may not ultimately be enrolled and billed. The actual annual budget may be more or less depending on the count of workstations and servers each month.

2.d. IT Management Labor

Management labor (as defined in Section 1) is not billable. Management labor outside of the scope listed in Section 1 may be classified as billable Project labor.

2.e. Reimbursements

The City will reimburse Computer Courage for reasonable out of pocket expenses required to perform support or project labor, or for travel outside of the Alameda County. Computer Courage will request approval for any reimbursement over $250. All expenses will be at cost with no markup or administrative handling fees.

2.f. Exclusions

Unless specifically agreed upon in writing, Computer Courage's fees do not include any licensing for software or cloud services beyond what is included in the Managed IT Services plan or used as an internal tool by Computer Courage.

This proposal does not include the Application Support Specialist project from the City's IT Master Plan, though Computer Courage is available to help with Specialist selection, oversight, and support.

This proposal does not include any hardware, though we have a California Resellers Permit and can resell hardware or software if required.

Our Managed IT Services does not include network monitoring features requested by the City (such as What's Up Gold). We will implement network monitoring as a project rather than as part of the Managed IT Services plan. Licensing fees for this or other 3rd party tools not included in Managed IT Services will be paid for by the City.

This proposal does not include Web Development services. Computer Courage's Web Development department is prepared to provide a separate proposal for maintenance, management, security, and development of the current and/or future website(s) for the City.

2.g. Billing Protocol

Hourly work will be accounted in 15 minute increments with a one-hour minimum for on-site visits and no travel charge in Alameda County. Hourly rates are determined by work type (support, project, or Managed IT), not by the position of the staff person performing the work.

At the start of each month Computer Courage will invoice the City for flat rate charges (support and Managed IT) for the current month and additional charges (project labor, support overages, Managed IT overages, and reimbursements) from the previous month.

Managed IT Services will be billed based on the count of workstations and servers at the start of each month. If servers or workstations are added or removed mid-month, a prorated fee or credit will be applied to the next month's invoice.

Billing term is Net 30. Computer Courage accepts check, ACH, and all major credit cards. Some or all of the monthly invoice can be placed on auto-charge to ACH or credit card.

3. Managed IT Services Details

The following services are provided flat-rate within the Managed IT Services fees:

Monitoring, Alerting, and Maintenance

☑ RMM agent software installed onto the included computers
☑ Monitor server uptime, and initial response to an alert if server goes offline
☑ Monitor server backups, and initial response to an alert if a backup fails
☑ Monitor alerts for hardware, software, error logs, and system health
☑ Perform patch management on operating systems and select 3rd party applications

Security and Antivirus

☑ Antivirus software licensing, policy, reporting, alerting, and response
☑ Antimalware software licensing, policy, reporting, alerting, and response
☑ Monitor and respond to security issues such as failed logins and vulnerabilities

Reporting & Documentation

☑ Use of our IT Documentation system and configuration
☑ Access to Computer Courage Help Desk, ticketing, and service reporting system
☑ Semiannual IT Report on service, systems, warranty, and network

Remote Access

☑ Licensing and access for Computer Courage and City to covered machines for a remote desktop access tool such as LogMeIn Pro

All other service labor is excluded from the Managed IT Services fees and counted as support or project labor. Examples of excluded labor: server repair, on-site labor, user support, networking, hardware repair, replacement, and upgrades, application support, server migrations or setups, disaster recovery, office moves, backup restores, cloud service configuration, and training.

It can sometimes be difficult to immediately identify which labor is included or excluded under Managed IT Services. Below are some examples to help make the distinction:

1. Alerts are monitored by our main office. The office's monitoring and initial response labor is included.
2. Time spent by our support staff handling issues identified by monitoring is not included. For example, if monitoring identified a bad hard drive, the initial response is included but the replacement or troubleshooting of the drive are not.
3. Time spent maintaining or troubleshooting Managed IT software is included.
4. Managerial time spent supervising Managed IT is included.

5. All on-site labor is excluded.

Computer Courage management will be available to review invoices and hours accounting and provide clarification on labor classification as needed.

4. Background Checks

Computer Courage agrees to allow the City to perform background checks on all Computer Courage staff who will or likely will have contact with the City IT systems.

FIRST AMENDMENT TO CONTRACT

This First Amendment ("Amendment") to the Contract, dated January 1, 2017 ("Contract"), is made and entered into on this ___ day of _____ 2018 (the "Effective Date") by and between the City of Piedmont, a California municipal corporation ("City"), and Computer Courage, Inc., a California Corporation (" Independent Contractor").

R E C I T A L S

A. City and Independent Contractor entered into the Contract, under which Independent Contractor provides certain IT services to the City.

B. Pursuant to its terms, the Contract is set to expire on January 1, 2019, unless extended by mutual agreement of the parties, and the parties wish to extend the Contract until January 1, 2020, and to amend Exhibit A to provide for compensation terms that address the extended term of the Contract.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.

2. Section 5 of the Contract is hereby amended to read in its entirety as follows:

5. Term

This Contract shall begin on January 1, 2017, for an initial two-year term, which pursuant to the First Amendment has been extended by agreement of the parties for an additional year until January 1, 2020. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on January 1, 2020. The term of this Contract may be extended for additional 12-month periods by mutual agreement of the parties.

3. Section 2 – Pricing of Exhibit A – Services is hereby amended to read through Section 2.b. as follows:

2 - Pricing

For the first two years, the annual not to exceed budget for Computer Courage fees is $260,000 per 12 month period. This agreement can only be increased from the budget amount with written approval of Computer Courage and Piedmont City Council. The budget is separated into three components, subject to possible adjustments in sections 2.a through 2.g:

1. Support labor: $150,000 per year based on 1920 hours
2. Project labor: $65,000 per year based on 535 hours

3. Managed IT Services licensing: $45,060 per year based on 63 workstations and 31 servers

After the first two years, the annual not to exceed budget for Computer courage fees shall be $270,826, separated into the below three components, subject to possible adjustments in sections 2.a through 2.g:

1. Support labor: $157,500 per year based on 1920 hours
2. Project labor: $68,266 per year based on 535 hours
3. Managed IT Services licensing: $45,060 per year based on 63 workstations and 31 servers

2.a. Support Labor

For the first two years, Computer Courage will provide up to 1920 hours for the year for a flat annual rate of $150,000. This annual rate represents an hourly rate of $78.12. After the first two years, the flat annual rate shall increase to $157,500 per year, representing an hourly rate of $82.03.

The following terms and details apply to support labor:

- If the City uses more than 1920 support hours in a 12 month period, additional hours during the first two years will be billed at $78.12 per hour, and during any subsequent period at $82.03.
- If the City uses fewer than 1920 support hours in a 12 month period, the budget is not reduced unless specifically stated in writing by Computer Courage.
- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 1920 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.
- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 1920 hours per year.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 1920 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at 1/2 the IT Support rate.

2.b. Project Labor

During the first two years, all project labor is billed at $121.50 per hour (including Project Management), and thereafter at $127.60 per hour. Monthly project invoices will be provided separately from the support usage reports. Computer Courage will maintain a project list and roadmap.

The City has provided an initial project timeline and 535 hour project budget for each of the first two years. We will work toward these goals, proposing adjustments to the timeline and budget as needed.

Computer Courage will classify labor as "support" or "project". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 1920 support hour budget at the IT Support rate of $78.12 per hour, or after the first two years, $82.03 per hour.

Project labor is subject to the same rate multipliers for overtime and after hours as support labor.

4. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

CONTRACTOR

Computer Courage, Inc.

_____
Adam Schwartz, CEO & Founder

Date: _____

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____
Robert McBain, Mayor

ATTEST:

_____
John Tulloch, City Clerk

APPROVED AS TO FORM:

_____
Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney

SECOND AMENDMENT TO CONTRACT

This Second Amendment ("Second Amendment") to the Contract, dated January 1, 2017 ("Contract"), is made and entered into on this ___ day of _____ 2019 (the "Effective Date") by and between the City of Piedmont, a California municipal corporation ("City"), and Computer Courage, Inc., a California Corporation (" Independent Contractor").

R E C I T A L S

A. City and Independent Contractor entered into the Contract, dated January 1, 2017, under which Independent Contractor provides certain IT services to the City. Pursuant to its terms, the Contract was originally set to expire on January 1, 2019.

B. On or about November 5, 2018, the City previously approved an amendment (the "First Amendment") to extend the term of the Contract to January 1, 2020, and to amend Exhibit A to provide for compensation terms that address the extended term of the Contract.

C. Pursuant to its terms, the Contract is set to expire on January 1, 2020, unless extended by mutual agreement of the parties, and the parties wish to extend the Contract until January 1, 2021, without modification of other terms, in order for Independent Contractor to continue to provide services of the same scope to the City under the compensation terms set forth in the First Amendment.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.

2. Section 5 of the Contract is hereby amended to read in its entirety as follows:

5. Term

This Contract shall begin on January 1, 2017, for an initial two-year term, which pursuant to the First Amendment has been extended by agreement of the parties for an additional year until January 1, 2020, and subsequently extended pursuant to the Second Amendment until January 1, 2021. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on January 1, 2021.

3. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

CONTRACTOR

Computer Courage, Inc

By: _____
Name: _____
Its: _____

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____
Sara Lillevand, City Administrator

ATTEST:

_____
John Tulloch, City Clerk

APPROVED AS TO FORM:

_____
Michelle Marchetta Kenyon, City Attorney
Sergio Rudin, Assistant City Attorney

THIRD AMENDMENT TO CONTRACT

This Third Amendment ("Amendment") to the Contract, dated January 1, 2017 ("Contract"), is made and entered into on this ___ day of _____ 2020 (the "Effective Date") by and between the City of Piedmont, a California municipal corporation ("City"), and Computer Courage, Inc., a California Corporation ("Independent Contractor").

R E C I T A L S

A. City and Independent Contractor entered into the Contract, dated January 1, 2017, under which Independent Contractor provides certain IT services to the City. Pursuant to its terms, the Contract was originally set to expire on January 1, 2019.

B. On or about November 5, 2018, the City previously approved the First Amendment to the Contract (the "First Amendment"), which extended the term of the Contract to January 1, 2020, and amended Exhibit A to provide for compensation terms that address the extended term of the Contract.

C. On or about December 16, 2019, the City approved the Second Amendment to the Contract (the "Second Amendment"), which extended the term of the Contract to January 1, 2021.

D. Pursuant to its terms, the Contract is set to expire on January 1, 2021, unless extended by mutual agreement of the parties.

E. The parties now wish to: (1) extend the Contract to June 30, 2022, (2) amend Exhibit A to provide for compensation terms that address the extended term of the Contract, and (3) provide that either party may terminate the Contract at any time without cause upon at least 90 days' written notice.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.

2. Section 5 of the Contract is hereby amended to read in its entirety as follows:

5. Term

This Contract shall begin on January 1, 2017, for an initial two-year term, which was extended by the parties pursuant to the First Amendment and the Second Amendment, and has now been further extended by agreement of the parties until June 30, 2022. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on June 30, 2022. The term of this Contract may be extended for additional 12-month periods by mutual agreement of the parties.

3. Section 15(b) of the Contract is hereby amended to read in its entirety as follows:

b. Either party may terminate the Contract at any time without cause upon at least ninety (90) days prior written notice to the other party. In the event of any such termination by City, Independent Contractor shall be paid for services actually performed through the date of termination, and Contractor's work shall be immediately discontinued as of that date, except that City may elect, at City's option, to have Independent Contractor complete one or more projects or specific activities which are then in progress, in which case Independent Contractor shall be paid for such services until completion. If terminated by Independent Contractor, any assignment accepted by Independent Contractor prior to the notice of termination shall be completed if desired by City.

4. Section 2 – Pricing of Exhibit A – Services is hereby amended to read through Section 2.b. as follows:

<u>2 - Pricing</u>
Computer Courage fees shall be $300,660.00 for the first 12-month period of the Contract, separated into the below three components, and subject to the provisions of Sections 2.a and 2.b:

1. Support labor: $163,200.00, based on 1920 hours
2. Project labor: $92,400.00, based on 700 hours
3. Managed IT Services licensing: $45,060.00, based on 63 workstations and 31 servers

For the remaining 6-month period of the Contract, Computer Courage fees shall be $150,330.00, separated into the below three components, and subject to the provisions of Sections 2.a. and 2.b:

1. Support labor: $81,600.00, based on 960 hours
2. Project labor: $46,200.00, based on 350 hours
3. Managed IT Services licensing: $22,530.00, based on 63 workstations and 31 servers

<u>2.a. Support Labor</u>
Computer Courage will provide up to 1920 hours for the first 12-month period of the Contract, totaling $163,200.00. This rate represents an hourly rate of $85.00.

The following terms and details apply to support labor for the first 12-month period of the Contract:

- If the City uses more than 1920 support hours in the first 12-month period of the Contract, additional hours will be billed at $85.00 per hour.
- If the City uses fewer than 1920 support hours in the first 12-month period of the Contract, the budget is not reduced unless specifically stated in writing by Computer Courage.

- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 1920 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.
- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 1920 hours.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 1920 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at 1/2 the IT Support rate.

For the remaining 6-month period of the Contract, Computer Courage will provide up to 960 hours, totaling $81,600.00. This rate represents an hourly rate of $85.00.

The following terms and details apply to support labor for the remaining 6-month period of the Contract:

- If the City uses more than 960 support hours in the remaining 6-month period of the Contract, additional hours will be billed at $85.00 per hour.
- If the City uses fewer than 960 support hours in the remaining 6-month period of the Contract, the budget is not reduced unless specifically stated in writing by Computer Courage.
- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 960 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.
- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 960 hours in the remaining 6-month period of the Contract.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 960 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at 1/2 the IT Support rate.

<u>2.b. Project Labor</u>

All project labor is billed at $132.00 per hour (including Project Management). Monthly project invoices will be provided separately from the support usage reports. Computer Courage will maintain a project list and roadmap.

- For the first 12-month period of the Contract, the City has provided an initial project timeline and 700 hour project budget. We will work toward these goals, proposing adjustments to the timeline and budget as needed. Computer Courage will classify labor as "support" or "project". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 1920 support hour budget at the IT Support rate of $85.00 per hour. Project labor is subject to the same rate multipliers for overtime and after hours as support labor specified in Section 2.a.
- For the remaining 6-month period of the Contract, the City has provided project budget of 350 hours. We will work toward these goals, proposing adjustments to the timeline and budget as needed. Computer Courage will classify labor as "support" or "project". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 960 support hour budget at the IT Support rate of $85.00 per hour. Project labor is subject to the same rate multipliers for overtime and after hours as support labor as specified in Section 2.a.

5. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

CONTRACTOR

Computer Courage, Inc.

_____
Adam Schwartz, CEO & Founder

Date: _____

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____
Teddy Gray King, Mayor

ATTEST:

_____
John Tulloch, City Clerk

APPROVED AS TO FORM:

_____
Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

FOURTH AMENDMENT TO CONTRACT

This Fourth Amendment ("Amendment") to the Contract, dated January 1, 2017 ("Contract"), is made and entered into on this ___ day of _____ 2022 (the "Effective Date") by and between the City of Piedmont, a California municipal corporation ("City"), and Computer Courage, Inc., a California Corporation ("Independent Contractor").

R E C I T A L S

A. City and Independent Contractor entered into the Contract, dated January 1, 2017, under which Independent Contractor provides certain IT services to the City. Pursuant to its terms, the Contract was originally set to expire on January 1, 2019.

B. On or about November 5, 2018, the City previously approved the First Amendment to the Contract (the "First Amendment"), which extended the term of the Contract to January 1, 2020, and amended Exhibit A to provide for compensation terms that address the extended term of the Contract.

C. On or about December 16, 2019, the City approved the Second Amendment to the Contract (the "Second Amendment"), which extended the term of the Contract to January 1, 2021.

D. On or about December 21, 2020, the City approved the Third Amendment to the Contract (the "Third Amendment"). The Third Amendment extended the term of the Contract to June 30, 2022, amended Exhibit A to provide for compensation terms that addressed the extended term of the Contract, and provided that either party may terminate the Contract at any time without cause upon at least 90 days' written notice.

E. The parties now wish to: (1) extend the Contract to June 30, 2023, and (2) amend Exhibit A to provide for compensation terms that address the extended term of the Contract, and (3) update Section 1.b of Exhibit A to include Senior Technician services.

A G R E E M E N T

NOW, THEREFORE, the parties hereto agree as follows:

1. The parties agree that the Recitals set forth above are true and correct and are incorporated herein.

2. Section 5 of the Contract is hereby amended to read in its entirety as follows:

5. Term

This Contract shall begin on January 1, 2017, for an initial two-year term, which was extended by the parties pursuant to the First Amendment, Second Amendment, and Third Amendment, and has been further extended by agreement of the parties until June 30, 2023. Unless otherwise terminated as provided in this Contract, this Contract shall terminate on June 30, 2023. The term

of this Contract may be extended for additional 12-month periods by mutual agreement of the parties.

3. Section 1.b – Services of Exhibit A –is hereby amended to read t as follows:

1.b. IT Project & Senior Technician Services

Computer Courage will provide IT Project labor and/or Senior Technician Labor to assist the City in completing IT projects that lie outside of the scope of support services. The RFP and Strategic Plan identify a number of projects, and others may be identified and suggested by either party. Most IT Project labor will be performed by Computer Courage Senior Technicians or Network Engineers. Some requested projects may be outside of our scope of services, and require the City to hire a 3rd party vendor.

For each IT Project, the City and Computer Courage will agree upon a scope of work and estimated number of project and IT Support hours for the services before project commencement.

4. Section 2 – Pricing of Exhibit A is hereby amended to read through Section 2.b. as follows:

2 - Pricing

The not to exceed budget for Computer Courage fees is $329,400. This agreement can only be increased from the budget amount with written approval of Computer Courage and Piedmont City Council. The budget is separated into three components, subject to possible adjustments in sections 2.a through 2.g:

1. Support labor: $172,800 based on 1920 hours
2. Project labor: $96,600 based on 700 hours
3. Managed IT Services licensing: $60,000 based on 120 workstations and 13 servers

2.a. Support Labor

Computer Courage will provide up to 1920 hours for the year for a flat rate of $172,800. This annual rate represents an hourly rate of $90.00.

The following terms and details apply to support labor:

- If the City uses more than 1920 support hours in a 12 month period, additional hours during the first two years will be billed at $90.00 per hour.
- If the City uses fewer than 1920 support hours in a 12 month period, the budget is not reduced unless specifically stated in writing by Computer Courage.
- Any City-approved Computer Courage staff may supply support labor in place of or in addition to the dedicated on-site technician, including Help Desk support. All staff support hours count toward the 1920 budget.
- Computer Courage will allow for flexibility in scheduling of the primary technician, occasionally coming early or staying late for the benefit of either party's schedules.

- Computer Courage will provide monthly reporting on support labor to help guide the City toward the goal of 1920 hours per year.
- If Computer Courage provides support outside of City business hours (M-Fri 7:30am to 5:30pm), or for more than eight hours in a day by a single technician, this time spent will be billed at a 1.5x rate and applied to the 1920 total. The rate goes up to 2x the rate for any individual technician hours beyond 12 in a day.
- All labor and expenses associated with attendance to the New World Systems conference will be paid for by the City at the IT Support rate, including travel time at 1/2 the IT Support rate.

2.b. Project/Senior Technician Labor

All project and senior technician labor is billed at $138.00 per hour (including Project Management). Monthly project invoices will be provided separately from the support usage reports. Computer Courage will maintain a project list and roadmap.

The City has provided an initial project timeline and 700 hour project budget. We will work toward these goals, proposing adjustments to the timeline and budget as needed. Computer Courage will classify labor as "support" or "project/senior technician". The full-time support person assigned to the City may be used for project work appropriate to their skills and where their time is available, which would then be taken from the 1920 support hour budget at the IT Support rate of $90.00 per hour.

Project/Senior Technician labor is subject to the same rate multipliers for overtime and after hours as support labor.

5. Unless explicitly amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect.

CONTRACTOR

Computer Courage, Inc.

_____

Adam Schwartz, CEO & Founder

Date: _____

CITY

CITY OF PIEDMONT, a California municipal corporation

By: _____

Theodora Gray King, Mayor

ATTEST:

John Tulloch, City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney