TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 73, SERIES 2018

A RESOLUTION APPROVING THE FIRST AMENDMENT TO INDEPENDENT CONTRACT AGREEMENT BETWEEN THE TOWN OF TIMNATH AND CORKAT DATA SOLUTIONS, LLC

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the contract and the quote for managed IT Services, Backups, and Network Infrastructure for the police department; and

WHEREAS, the Town and Corkat Data Solutions, LLC are parties to that certain Independent Contractor Agreement dated June 12, 2018; and

WHEREAS, the Parties desire to further amend certain provisions regarding the Services and compensation for the Services as set forth in Exhibit A of the Agreement and to renew the Agreement through December 31, 2021 subject to annual appropriation; and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor

TOWN OF TIMNATH, COLORADO SEAL
ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk
EXHIBIT A

AGREEMENT
FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
(Managed IT Services, Backups, and Network Infrastructure)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “First Amendment”) is entered into this 11th day of December, 2018, and shall become effective as of January 1, 2019, by and between THE TOWN OF TIMNATH, a home rule municipal corporate and political subdivision of the State of Colorado (the “Town”), and CORKAT DATA SOLUTIONS LLC, a Colorado limited liability company (the “Contractor”). The Town and the Contractor are referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town and Contractor are parties to that certain Independent Contractor Agreement dated June 12, 2018 (the “Agreement”). Capitalized terms used herein shall have the meanings given them in the Agreement.

WHEREAS, the Parties desire to further amend certain provisions regarding the Services and compensation for the Services as set forth in Exhibit A of the Agreement and to renew the Agreement through December 31, 2021 subject to annual appropriation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Compensation Schedule/Scope of Services. The Parties hereby amend those certain provisions regarding the Services and compensation for the Services, as such provisions are set forth in Exhibit A to the Agreement with the Services and the compensation provisions set forth in Addendum 1 to this First Amendment, attached hereto and incorporated herein by this reference.

2. Renewal. The Parties hereby renew the Agreement from January 1, 2019 through December 31, 2021. Notwithstanding the foregoing, the Town may terminate the Agreement pursuant to Section 18 of the Agreement or if the Town determines not to appropriate funds for this Agreement for the next succeeding year.

3. Prior Provisions Effective. Except as expressly modified by this First Amendment, all other provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This First Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado

__________________________
Jill Grossman-Belisle, Mayor

ATTEST:

__________________________
Milissa Peters-Garcia, Town Clerk
CorKat Data Solutions LLC, a Colorado limited liability company

By: __________________________
Its: __________________________

STATE OF COLORADO )
 ) ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 2018, by__________________________, as the ________________________ of CorKat Data Solutions LLC.

WITNESS my hand and official seal.

My commission expires: __________________________

(SEAL)

________________________________________
Notary Public

Contractor’s Signature Page to First Amendment to Independent Contractor Agreement for Managed IT Services, Backups, and Network Infrastructure, dated December 11, 2018
ADDENDUM 1
Managed IT Services Renewal
Quote # 001586
Version 1

Timnath Police Department
Managed IT Services Renewal

Quote Information:
Quote #: 001586
Version: 1
Delivered: 09/25/2018
Expires: 12/21/2018

Prepared for:
Timnath Police Department
Sherri Wagner
4800 Goodman Drive
Timnath, CO 80547
SWagner@timnathgov.com
(970) 224-3211

Prepared by:
CorKat Data Solutions
Scott Gattis
(970) 556-3042
sgattis@corkatdata.com

This is a renewal for IT Services that will be in place from January 1, 2019 through December 31, 2021.

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<th>Managed Services</th>
<th>Recurring</th>
<th>Qty</th>
<th>Ext. Recurring</th>
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<tr>
<td>Tier II Desktop Support Includes -Proactive monitoring</td>
<td>$139.00</td>
<td>9</td>
<td>$1,251.00</td>
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<td>24/7/365 - Patch Management, General System Maintenance and System Alerts. - Unlimited ticketing support 24x7x365. Sophos Endpoint AV &amp; Intercept X Ransomware protection. Sophos Mobile - 1 device/user</td>
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<td>Tier II Server Support Includes -Proactive monitoring</td>
<td>$149.00</td>
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<td>$298.00</td>
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<td>24/7/365 - Patch Management, General System Maintenance and System Alerts. - Unlimited ticketing support -24x7x365. Sophos Endpoint AV &amp; Ransomware protection</td>
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<td>Veeam Backup Agent for Windows (Workstation)</td>
<td>$9.99</td>
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<td>Veeam Backup Per GB (Estimated)</td>
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Managed Services Recurring Subtotal: $1,788.89

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<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
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<td>Onsite professional services to be billed at $125 per hour 8:00AM to 5:00PM weekdays with no trip charge to be assessed.</td>
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Quote #001586 v1
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<tr>
<td>Managed Services</td>
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<tr>
<td>Recurring Total</td>
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<table>
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<th>Monthly Billing</th>
<th>No. of Payments</th>
<th>Amount</th>
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<tr>
<td>36 Month</td>
<td>36</td>
<td>Monthly</td>
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See attached documents.

By signing this service agreement, you agree to the CorKat Terms and Conditions. Please review these terms at http://www.corkatdata.com/terms

Signature

Date 12/11/18