AMENDMENT NUMBER FOUR
TO
CONTRACT MA-060-21011835
BETWEEN THE
COUNTY OF ORANGE
AND
MAUGHAN THYME PUBLISHING LLC DBA PREMIER TECH PARTNERS FORMERLY
(EVOLUTION MS, INC DBA PREMIER COMPUTING)

This AMENDMENT NUMBER FOUR to Contract Number MA-060-21011835 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Maughan Thyme Publishing, LLC dba Premier Tech Partners, (hereinafter referred to as "CONTRACTOR") with a place of business at 1742 N. 110 E., Lehi UT 84043-3953, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County purchased from Evolution MS. Inc. dba Premier Computing, Inc. (hereinafter "Premier Computing") a non-exclusive, perpetual and non-transferable license to Software for the Commissary inventory system on March 6, 2007 and as fully described in Section 1 of Attachment F to Amendment Number One to Commissary Operating Systems Contract N100008122; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-12010047 and MA-060-17010218) for the software license for the Commissary inventory system covering the time period of September 26, 2011 to September 25, 2018; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-17010367 and MA-060-18012177) for Help Desk services for the Commissary inventory system covering a time period of November 9, 2016 to November 8, 2021; and,

WHEREAS, COUNTY and Premier Computing executed a Contract for Help Desk Services (MA-060-21011835) on October 13, 2021, for a two (2) year term of November 9, 2021 through and including November 8, 2023, in an amount not to exceed $48,000.00 (hereinafter "ORIGINAL CONTRACT"); and

WHEREAS, COUNTY and Premier Computing renewed the ORIGINAL CONTRACT on August 22, 2023 for a one (1) year term of November 9, 2023 through and including November 8, 2024 in an amount not to exceed $26,000.00 with the option to renew two (2) additional one (1) year terms, (hereinafter "AMENDMENT NUMBER ONE"); and

WHEREAS, Premier Computing has informed COUNTY that on April 7, 2024, it was acquired by Contractor including County's contract MA-060-21011835 for the Help Desk Services, and will do business as CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to be bound by all of the terms and conditions of ORIGINAL CONTRACT, as amended, just as if it had been an original signatory to the agreement and COUNTY consents to assignment of the ORIGINAL CONTRACT from Evolutions MS, Inc. dba Premier Computing Inc. to CONTRACTOR and CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT, as amended; and

WHEREAS, COUNTY and CONTRCTOR renewed the ORIGINAL CONTRACT for a one (1) year term of November 9, 2024 through and including November 8, 2025 in an amount not to exceed $26,000.00; as well as amend Attachment A, Scope of Work in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO; and

WHEREAS, COUNTY and CONTRACTOR amended General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and conditions, Paragraph 7. Conflict of Interest-County Personnel, Paragraph 10. Cooperative Agreement, Paragraph 23. Sub-Contracting and add Paragraph 25. Conflict of Interest-Contractor's Personnel, of the ORIGINAL CONTRACT in its entirety on May 6, 2025 and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein (hereinafter "AMENDMENT NUMBER TWO"); and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on October 23, 2025 for a one (1) year term of November 9, 2025 through and including November 8, 2026 in an amount not to exceed $26,000.00 (hereinafter "AMENDMENT NUMBER THREE"); and

WHEREAS, COUNTY desires to extend the ORIGINAL CONTRACT for a six (6) month term of November 9, 2026 through and including May 8, 2027, in an amount not to exceed $10,000.00 for a revised not to exceed amount of $36,000 and the CONTRACTOR has agreed to provide these services at a rate set forth in AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

1. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

    2. Term of Contract: This Contract shall commence on November 9, 2021, and continue through and including May 8, 2027, unless otherwise terminated by COUNTY.

b. ATTACHMENT B, Compensation and Pricing, 2. Fees and Charges is amended to read in its entirety as follows:

Item No	U/M	Item Description	Cost
001	Annual Rate	Annual Fees for Help Desk Services	$20,266.00
002	Daily Rate	Onsite Help Desk Service (to include all travel, meals, hotel, per diem and portal-to-portal fees)	
		Three (3) or fewer consecutive days rate	$2,120.00
		Four (4) or more consecutive days rate	$2,020.00
003	Hourly Rate*	Hourly Rates for services not covered under Help Desk Support (Monday-Friday 0730 – 1630) Not to Exceed 50 hours per annual contract period	$225.00
004	Hourly Rate*	After-Hour Service Call Rate (Before/After 0730 - 1630 PST, includes Weekends and Holidays (Emergency)	$250.00

*Contractor must receive written approval from County Project Manager to charge hourly rates for services not covered under this Maintenance Service Agreement.

Contract Shall Not Exceed $24,000.00 for the term of 11/9/2021 through and including 11/9/2022.
Contract Shall Not Exceed $24,000.00 for the term of 11/9/2022 through and including 11/8/2023.
Contract Shall Not Exceed $26,000.00 for the term of 11/9/2023 through and including 11/8/2024.
Contract Shall Not Exceed $26,000.00 for the term of 11/9/2024 through and including 11/8/2025.
Contract Shall Not Exceed $36,000.00 for the term of 11/9/2025 through and including 5/8/2027.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER FOUR to Contract number MA-060-21011835.

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

Signed by:

By: David Maughan Title: CEO

933226478D2A405...

Print Name: David Maughan Date: 8/31/2026

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

Signed by:

By: April Friedle Title: CFO

67CD7189614C4B1...

Print Name: April Friedle Date: 8/27/2026

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By:_____ Title:_____

Print Name:_____ Date: _____

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:

By: Christopher Anderson

FD52599179CA41C...

Deputy

COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Application or Solicitation Number: MA-060-21011835

Application or Solicitation Title: Premier Tech Partner

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the last 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes ____ No__X___

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- o The Applicant Yes___ No ___
- o Subcontractor Yes___ No ___
- o The Applicant's agent/ or lobbyist Yes___ No ___

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions within the last 12 months, the name of the contributor, the dates of contribution(s) and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

8/31/2026
Date

Signed by:
David Maughan
933226478D2A405...
Signature of Applicant

Maughan-Thyme Publishing, LLC dba Premier Tech Partners
Print Firm Name, if applicable

David Maughan
Print Name of Applicant

Docusign Envelope ID: 8E8CA6F5-E3AC-8A94-83DC-0DF64F25A652

ORANGE COUNTY BOARD OF SUPERVISORS AND COUNTY AGENCY OFFICERS

Board of Supervisors

Janet Nguyen, First District

Vicente Sarmiento, Second District

Donald P. Wagner, Third District

Doug Chaffee, Fourth District

Katrina Foley, Fifth District

County Agency Officers

Claude Parrish, Assessor

Andrew Hamilton, Auditor-Controller

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari L. Freidenrich, Treasurer-Tax Collector

AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-21011835
BETWEEN THE
COUNTY OF ORANGE
AND
MAUGHAN THYME PUBLISHING LLC DBA PREMIER TECH PARTNERS FORMERLY
(EVOLUTION MS, INC DBA PREMIER COMPUTING)

This AMENDMENT NUMBER THREE to Contract Number MA-060-21011835 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Maughan Thyme Publishing, LLC dba Premier Tech Partners, (hereinafter referred to as "CONTRACTOR") with a place of business at 1742 N. 110 E., Lehi UT 84043-3953, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County purchased from Evolution MS. Inc. dba Premier Computing, Inc. (hereinafter "Premier Computing") a non-exclusive, perpetual and non-transferable license to Software for the Commissary inventory system on March 6, 2007 and as fully described in Section 1 of Attachment F to Amendment Number One to Commissary Operating Systems Contract N100008122; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-12010047 and MA-060-17010218) for the software license for the Commissary inventory system covering the time period of September 26, 2011 to September 25, 2018; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-17010367 and MA-060-18012177) for Help Desk services for the Commissary inventory system covering a time period of November 9, 2016 to November 8, 2021; and,

WHEREAS, COUNTY and Premier Computing executed a Contract for Help Desk Services (MA-060-21011835) on October 13, 2021, for a two (2) year term of November 9, 2021 through and including November 8, 2023, in an amount not to exceed $48,000.00 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and Premier Computing renewed the ORIGINAL CONTRACT on August 22, 2023 for a one (1) year term of November 9, 2023 through and including November 8, 2024 in an amount not to exceed $26,000.00 with the option to renew two (2) additional one (1) year terms, (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, Premier Computing has informed COUNTY that on April 7, 2024, it was acquired by Contractor including County's contract MA-060-21011835 for the Help Desk Services, and will do business as CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to be bound by all of the terms and conditions of ORIGINAL CONTRACT, as amended, just as if it had been an original signatory to the agreement and COUNTY consents to assignment of the ORIGINAL CONTRACT from Evolutions MS, Inc. dba Premier Computing Inc. to CONTRACTOR and CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT, as amended;

WHEREAS, COUNTY and CONTRCTOR renewed the ORIGINAL CONTRACT for a one (1) year term of November 9, 2024 through and including November 8, 2025 in an amount not to exceed $26,000.00; as well as amend Attachment A, Scope of Work in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO; and

WHEREAS, COUNTY and CONTRACTOR amended General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and conditions, Paragraph 7. Conflict of Interest-County Personnel, Paragraph 10. Cooperative Agreement, Paragraph 23. Sub-Contracting and add Paragraph 25. Conflict of Interest-Contractor's Personnel, of the ORIGINAL CONTRACT in its entirety on May 6, 2025 and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein (hereinafter "AMENDMENT NUMBER TWO");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of November 9, 2025 through and including November 8, 2026 in an amount not to exceed $26,000.00 and the CONTRACTOR has agreed to provide these services at a rate set forth in AMENDMENT NUBMER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

1. Additional Terms and Conditions, Section 2 – Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

    2. Term of Contract: This Contract shall commence on November 9, 2021 and continue through and including November 8, 2026, unless otherwise terminated by COUNTY. This Contract may be renewed as set forth in paragraph 3 below.

    b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

    3. Renewal: This Contract may not be renewed.

    c. ATTACHMENT B, Compensation and Pricing, 2. Fees and Charges is amended in part to read as follows:

    Contract Shall Not Exceed $24,000.00 for the term of 11/9/2021 through and including 11/9/2022.
    Contract Shall Not Exceed $24,000.00 for the term of 11/9/2022 through and including 11/8/2023.
    Contract Shall Not Exceed $26,000.00 for the term of 11/9/2023 through and including 11/8/2024.
    Contract Shall Not Exceed $26,000.00 for the term of 11/9/2024 through and including 11/8/2025.
    Contract Shall Not Exceed $26,000.00 for the term of 11/9/2025 through and including 11/8/2026.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER THREE to Contract number MA-060-21011835.

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

Signed by:

By: David Maughan F559FF9ED2E04EF... Title: CEO

Print Name: David Maughan Date: 10/20/2025

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

Signed by:

By: April Friedle 0F20DFE3166F438... Title: CFO

Print Name: April Friedle Date: 10/20/2025

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: [signature] Title: SUPERVISING PCS

Print Name: MARIA AYALA Date: 10/23/25

docusign

Certificate Of Completion

Envelope Id: 686A2399-7BC9-4A02-91AB-F1D089FFDBD6 | Status: Completed

Subject: Complete with Docusign: MA-060-21011835-Amendment No. 3 - Evolution MS Inc. dba Premier Computi...

Source Envelope:

Document Pages: 3	Signatures: 2	Envelope Originator:
Certificate Pages: 2	Initials: 0	David Maughan
AutoNav: Enabled		11456 S Temple Dr
EnvelopeId Stamping: Enabled		South Jordan, UT 84095
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		dmaughan@premiercomputing.com
		IP Address: 67.207.42.213

Record Tracking

Status: Original 10/20/2025 12:30:02 PM	Holder: David Maughan dmaughan@premiercomputing.com	Location: DocuSign

Signer Events	Signature	Timestamp
April Friedle aprilf@premiertechpartner.com CFO Security Level: Email, Account Authentication (None)	Signed by: April Friedle 0F20DFE3166F438... Signature Adoption: Pre-selected Style Using IP Address: 2600:8801:d500:2a9:b899:298a:e292:d056	Sent: 10/20/2025 12:33:26 PM Viewed: 10/20/2025 12:34:58 PM Signed: 10/20/2025 12:36:13 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

David Maughan dmaughan@premiertechpartner.com CEO Maughan-Thyme Publishing, LLC Security Level: Email, Account Authentication (None)	Signed by: David Maughan F559FF9ED2E04EF... Signature Adoption: Pre-selected Style Using IP Address: 67.207.42.213	Sent: 10/20/2025 12:33:25 PM Viewed: 10/20/2025 12:38:49 PM Signed: 10/20/2025 12:39:05 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/20/2025 12:33:26 PM
Certified Delivered	Security Checked	10/20/2025 12:38:49 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/20/2025 12:39:05 PM
Completed	Security Checked	10/20/2025 12:39:05 PM

Payment Events	Status	Timestamps

AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-21011835
BETWEEN THE
COUNTY OF ORANGE
AND
MAUGHAN THYME PUBLISHING LLC DBA PREMIER TECH PARTNERS FORMERLY
(EVOLUTION MS, INC DBA PREMIER COMPUTING)

This AMENDMENT NUMBER TWO to Contract Number MA-060-21011835 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Maughan Thyme Publishing, LLC dba Premier Tech Partners, (hereinafter referred to as "CONTRACTOR") with a place of business at 1742 N. 110 E. , Lehi UT 84013-3953, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County purchased from Evolution MS. Inc. dba Premier Computing, Inc. (hereinafter "Premier Computing") a non-exclusive, perpetual and non-transferable license to Software for the Commissary inventory system on March 6, 2007 and as fully described in Section 1 of Attachment F to Amendment Number One to Commissary Operating Systems Contract N100008122; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-12010047 and MA-060-17010218) for the software license for the Commissary inventory system covering the time period of September 26, 2011 to September 25, 2018; and,

WHEREAS, the County and Premier Computing entered into two subsequent agreements (MA-060-17010367 and MA-060-18012177) for Help Desk services for the Commissary inventory system covering a time period of November 9, 2016 to November 8, 2021; and,

WHEREAS, COUNTY and Premier Computing executed a Contract for Help Desk Services (MA-060-21011835) on October 13, 2021, for a two (2) year term of November 9, 2021 through and including November 8, 2023, in an amount not to exceed $48,000.00 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY and Premier Computing renewed the ORIGINAL CONTRACT on August 22, 2023 for a one (1) year term of November 9, 2023 through and including November 8, 2024 in an amount not to exceed $26,000.00 with the option to renew two (2) additional one (1) year terms, (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, Premier Computing has informed COUNTY that on April 7, 2024, it was acquired by Contractor including County's contract MA-060-21011835 for the Help Desk Services, and will do business as CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to be bound by all of the terms and conditions of ORIGINAL CONTRACT, as amended, just as if it had been an original signatory to the agreement and COUNTY consents to assignment of the ORIGINAL CONTRACT from Evolutions MS, Inc. dba Premier Computing Inc. to CONTRACTOR and CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL CONTRACT, as amended;

WHEREAS, COUNTY desire to renew the ORIGINAL CONTRACT for a one (1) year term of November 9, 2024 through and including November 8, 2025 in an amount not to exceed $26,000.00; as well as amend Attachment A, Scope of Work in its entirety and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER TWO; and

WHEREAS, COUNTY desires to amend General Terms and Conditions, Paragraph T. Compliance with Laws; Additional Terms and conditions, Paragraph 7. Conflict of Interest-County Personnel, Paragraph 10. Cooperative Agreement, Paragraph 23. Sub-Contracting and add Paragraph 25. Conflict of Interest-Contractor's Personnel, of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the changes to those terms as stated herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

1. ASSIGNMENT OF CONTRACT

Effective April 7, 2024:

1. COUNTY hereby approves the assignment of the ORIGINAL CONTRACT from Premier Computing to CONTRACTOR.

2. CONTRACTOR accepts the assignment of the ORIGINAL CONTRACT.

3. CONTRACTOR agrees to provide all items covered thereunder and assumes the rights, duties, liabilities, and obligations of Premier Computing under the ORIGINAL CONTRACT and as amended.

4. CONTACTOR accepts and agrees to all terms and conditions of the ORIGNAL CONTRACT and as amended.

5. CONTRACTOR agrees that wherever "Evolutions MS, Inc. dba Premier Computing Inc" appears in the ORIGINAL CONTRACT and amendments, it is hereby replaced with "Maughan Thyme Publishing LLC dba Premier Tech Partners."

6. CONTRACTOR agrees to defend and indemnify COUNTY from any and all claims' actions, judgments, liabilities, proceedings, costs, including reasonable attorneys' fees, resulting from and related to CONTRACTOR'S and Premier Computing performance under the ORIGINAL CONTRACT and as amended.

a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract: This Contract shall commence on November 9, 2021 and continue through and including November 8, 2025, unless otherwise terminated by COUNTY. This Contract may be renewed as set forth in paragraph 3 below.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

3. Renewal: This Contract may be renewed by mutual agreement of both Parties for one (1) additional one-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval of the County of Orange Board of Supervisors.

c. Attachment A, Scope of Services is amended in its entirety to read as follows:

1. Annual Help Desk Services:

A. Help Desk Services: Contractor's Help Desk Support shall consist of a technical support team that provides prompt, knowledgeable, courteous user support services for Microsoft Dynamics GP, also known as Great Plains, over the phone, over the web and via e-mail to clients. Contractor's Help Desk Support shall aim to resolve all interactions on the first call. If this is not possible, the inquiry is escalated to another consultant with the requisite expertise.

B. Help Desk Product and Service:

a) Contractor's Help Desk shall specifically support and troubleshoot Microsoft Dynamics GP, also known as Great Plains, all system and version upgrades and updates whether Premier or Microsoft (future releases and service packs) and existing customization to the Microsoft Dynamics GP modules.
b) Contractor's Field Staff, including Terry Armstrong and/or others knowledgeable with County Commissary Operations Systems customizations shall be accessible via e-mail, telephone and/or the Contractor's Help Desk during normal business hours (M-F, 8:30 a.m. to 5:30 p.m. – Mountain Time).

C. Availability and Response Time:
Contractor's Help Desk shall be professionally staffed during normal business hours, Monday through Friday from 07:30 – 16:30 PST, no holidays or weekends.
When and if Contractor's Help Desk staff are not immediately available via telephone, County shall be offered the following options:
a) Hold for the next available Help Desk Consultant
b) Leave a voice mail message (Voice messages left during normal business hours shall be replied within four (4) hours of call.
c)Access the Help Desk via e-mail.

If County's request is critical, the County shall inform the Contractor's receptionist of such, and shall be placed on hold for the next available Help Desk Consultant.

Contractor shall respond to County e-mail request within four (4) hours, if received during normal business hours. If e-mail requests are received after posted normal business hours, Contractor shall return calls the next business day by 1:00 p.m. (Mountain Time).

D. Unlimited Help Desk Services: County may access electronic training courses (eCourses) of Microsoft Business Solutions Online Training. This eLearning option helps County learn the ins and outs of their solution through self-directed tutorials, available via any PC with Internet access.

2. Services Outside of Annual Rate that have an hourly rate component:

A. SERVICE ON-SITE (SOS):

a) Contractor's staff shall be available and make onsite visits upon request of the County's Staff and when it has been determined a problem cannot be resolved over the phone. Contractor and County acknowledge and agree that SOS is designed to assist County users needing specific onsite desktop support on an as needed infrequent basis

b) Contractor and County acknowledge and agree that these SOS services shall be scheduled, quoted and billed separately from Help Desk Support but the services shall be invoiced under the same Contract number. Contractor must receive written approval from County Project Manager to charge hourly rates for services beyond the scope of Help Desk support, as per Attachment B.

c) Contractor and County acknowledge and agree that SOS services shall be quoted to include all work to be performed and an estimated completion date shall be provided.
Contractor and County agree that SOS services include all travel, meals, per diem, lodging, transportation and any other related or incidental expense (excluding parking) associated with SOS. The daily charge shall be charged at the rate set forth in Attachment B – Compensation and Pricing Provisions.

B. HOLIDAY/WEEKEND/AFTERHOURS EMERGENCY SUPPORT:
Contractor shall be available during holidays, weekends and/or after hours to provide Help Desk Support and shall respond within one (1) hour of call time. Contractor shall bill County according to the hourly rate as specified in Attachment B – Compensation and Pricing Provisions. All emergency support to County shall be quoted and billed separate from the annual fee, based upon the specific needs of Commissary Operations and based on the software program being free from defect(s). Quoted fees shall include all charges and expenses associated with Commissary Operations' request including fees from subcontracts used by Premier Computing, Inc. to resolve the issue. Current hourly rate is $250.00 per hour. Contractor must receive written approval from County Project Manager to charge hourly rates for services not covered under this Contract.

C. MISCELLANEOUS SERVICES AVAILABLE AS NEEDED:
Any service not covered under Attachment A, I. Scope of Work shall be considered as services not included under Help Desk Support and are subject to an hourly rate of $195.00 per hour during normal business hours (M-F, 0730 – 1630 PST). Such services shall include but not be limited to the following:

a) Report Writing – Report Writing for new data reports for the collection of information concerning sales, delivery of Commissary, inventory warehouse, purchasing and vendor information, validation speed and accuracy, etc. Contractor shall provide to County support with Report Writing issues but the Help Desk is not designed for report writing projects.

b) Screen Modifications – The addition of enhancements and/or labels for the screens seen by the user to make utilizing the Great Plains software more user friendly includes but is not limited to inventory, purchasing, accounts payable, sales and validation modules. County must request a separate quote at the rate specified in Attachment B – Compensation and Pricing Provisions.

c) Adding New Customization – The addition of new modules including but not limited to inventory, sales, accounts payable, validation and purchasing which must work with the OCSD Automated Jail System. County must request a separate quote at the rate specified in Attachment B – Compensation and Pricing Provisions.
d) Data Migration & Integration Projects – Including but not limited to transferring data to a new server, upgrade data to version updates, etc.

3. CONTRACTOR'S CONTACT INFORMATION:
County shall be able to contact Contractor's Help Desk in three (3) different ways:
a) Entering a request online at Contractor's website at https://premiercomputing.com/help-desk/ and/or
b) Calling their Help Line at (801) 487-8400 and/or
c) Sending an e-mail requesting support to the Contractor's staff by e-mail at support@premiercomputing.com.

4. COUNTY RESPONSIBILITES:
When the County or its representatives contact the Contractor's Help Desk, the County shall be prepared to spend the time required to resolve the issue, be at the computer that County is requesting help with and follow the instructions recommended by the Contractor's Help Desk staff.

d. Attachment B, Compensation and Pricing, 2. Fees and Charges is amended in its entirety to read as follows:

Item No	U/M	Item Description	Cost
001	Annual Rate	Annual Fees for Help Desk Services	$20,266.00
002	Daily Rate	Onsite Help Desk Service, to include: (All travel, meals, hotel, per diem & portal-to-portal fees)	
		Three (3) consecutive days or less rate	$2,120.00
		Four (4) or more consecutive days rate	$2,020.00
003	*Hourly Rate	Hourly Rates for services not covered under Help Desk Support (Monday-Friday 0730-1630) Not to Exceed 50 hours per annual contract period	$225.00
004	*Hourly Rate	After-Hour Service Call Rate (Before/After 0730 – 1630 PST, includes Weekends and Holidays (Emergency)	$250.00

*Contractor shall provide a written quote to County Project Manager for on-site or emergency services.

Contract Shall Not Exceed $24,000.00 for the term of 11/9/2021 through and including 11/9/2022.
Contract Shall Not Exceed $24,000.00 for the term of 11/9/2022 through and including 11/8/2023.
Contract Shall Not Exceed $26,000.00 for the term of 11/9/2023 through and including 11/8/2024.
Contract Shall Not Exceed $26,000.00 for the term of 11/9/2024 through and including 11/8/2025.

Contractor understands and acknowledges that County requires additional approval and authorization for services that would cause the total of this Contract to exceed $26,000.00 per year. Contractor shall not stop performance of any work under this Contract unless the County would incur costs that exceed the total amount for the Contract period.

e. General Terms and Conditions, Paragraph T. Compliance with Laws of the ORIGINAL CONTRACT is amended in its entirety as follows:

T. Compliance with Laws:
Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

f. Additional Terms and Conditions, Paragraph 8. Conflict of Interest-County Personnel, Paragraph 10. Cooperative Agreement Paragraph 23. Sub-Contracting, Paragraph 25. Conflict of Interest - Contractor's Personnel of the ORIGINAL CONTRACT are amended in its entirety as follows:

8. Conflict of Interest-County Personnel:
County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

10. Cooperative Contract: This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents/ price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California

("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a 2 percent administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for the Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of 15 percent on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

23. Sub-Contracting:
No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required

to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

25. Conflict of Interest -Contractor's Personnel:
Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page to Follow)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-21011835.

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

DocuSigned by:
By: David Maughan 933226478D2A405... Title: CFO
Print Name: David Maughan Date: 3/26/2025

*Contractor: Maughan Thyme Publishing LLC dba Premier Tech Partners

DocuSigned by:
By: David Maughan 933226478D2A405... Title: Chairman of The Board
Print Name: David Maughan Date: 3/26/2025

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Crystal Milner Title: Deputy Purchasing Agent
Print Name: Crystal Milner Date: 5/6/2025

Approved by the Board of Supervisors: 5/6/2025

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:
by Annie Loo B7726751D1E947E...

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-21011835
BETWEEN THE
COUNTY OF ORANGE
AND
EVOLUTION MS, INC DBA PREMIER COMPUTING

This AMENDMENT NUMBER ONE to Contract Number MA-060-21011835 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and Evolution MS, Inc. dba Premier Computing, (hereinafter referred to as "CONTRACTOR") with a place of business at 11456 S. Temple Dr. Ste 300 South Jordan, UT 84095-7846, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County purchased from Contractor a non-exclusive, perpetual and non-transferable license to Software for the Commissary inventory system on March 6, 2007 and as fully described in Section 1 of Attachment F to Amendment Number One to Commissary Operating Systems Contract N100008122; and,

WHEREAS, the County and Contractor entered into two subsequent agreements (MA-060-12010047 and MA-060-17010218) for the software license for the Commissary inventory system covering the time period of September 26, 2011 to September 25, 2018; and,

the County and Contractor entered into two subsequent agreements (MA-060-17010367 and MA-060-18012177) for Help Desk services for the Commissary inventory system covering a time period of November 9, 2016 to November 8, 2021; and,

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Help Desk Services (MA-060-21011835) on October 13, 2021, for a two (2) year term of November 9, 2021 through and including November 8, 2023, in an amount not to exceed $48,000.00 (hereinafter "ORIGINAL CONTRACT");

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT for a one (1) year term of November 9, 2023 through and including November 8, 2024 in an amount not to exceed $26,000.00 with the option to renew (2) two additional one year terms, and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in this AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. <u>ARTICLES</u>

a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

   2. Term of Contract: This Contract shall commence on November 9, 2021 and continue through and including November 8, 2024, unless otherwise terminated by COUNTY. This Contract may be renewed as set forth in paragraph 3 below.

b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL CONTRACT is amended in its entirety as follows:

   3. Renewal: This Contract may be renewed by mutual agreement of both Parties for two (2) additional one-year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval of the County of Orange Board of Supervisors.

c. Attachment B, Compensation and Pricing, 2. Fees and Charges is amended in its entirety to read as follows:

Item No	U/M	Item Description	Cost
001	Annual Rate	Annual Fees for Help Desk Services	$20,266.00
002	Daily Rate	Onsite Help Desk Service, to include: (All travel, meals, hotel, per diem & portal-to-portal fees)	
		Three (3) consecutive days or less rate	$2,120.00
		Four (4) or more consecutive days rate	$2,020.00
003	*Hourly Rate	Hourly Rates for services not covered under Help Desk Support (Monday-Friday 0730-1630) Not to Exceed 40 hours per annual contract period	$225.00
004	Hourly Rate	After-Hour Service Call Rate (Before/After 0730 – 1630 PST, includes Weekends and Holidays (Emergency)	$250.00

*Contractor must receive written approval from County Project Manager to charge hourly rates for services not covered under this Maintenance Service Agreement.

Contract Shall Not Exceed $24,000.00 for the term of 11/9/2021 through and including 11/9/2022.

Contract Shall Not Exceed $24,000.00 for the term of 11/9/2022 through and including 11/8/2023.

Contract Shall Not Exceed $26,000.00 for the term of 11/9/2023 through and including 11/8/2024.

Contractor understands and acknowledges that County requires additional approval and authorization for services that would cause the total of this Contract to exceed $26,000.00 per year. Contractor shall not stop performance of any work under this Contract unless the County would incur costs that exceed the total amount for the Contract period.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

(Signature Page to Follow)

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-21011835.

*Contractor: Evolution MS, Inc. dba Premier Computing

By: _____ Title: CFO

Print Name: Jeffrey D. Connolly Date: June 19 2023

*Contractor: Evolution MS, Inc. dba Premier Computing

By: _____ Title: Managing Director / president

Print Name: David Maughan Date: June 19th, 2023

*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: Crystal Mulner Title: Supervising Procurement Contract Specialist

Print Name: Crystal Mulner Date: 8/22/2023

Approved by the Board of Supervisors: 8/22/23

Approved as to Form
Office of the County Counsel
Orange County, California
by Annie Loo

Folder: C030165

Contract MA-060-21011835
with
Evolution MS, Inc. dba Premier Computing
for
Help Desk Services for the Commissary Operations System

This Contract MA-060-21011835 for Help Desk Services for the Commissary Operations System (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County") and Evolution MS, Inc. dba Premier Computing, with a place of business at 11456 S Temple Dr Ste 300, South Jordan, UT 84095-7846 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision

RECITALS

WHEREAS, the County purchased from Contractor a non-exclusive, perpetual and non-transferable license to Software for the Commissary inventory system on March 6, 2007 and as fully described in Section 1 of Attachment F to Amendment Number One to Commissary Operating Systems Contract N100008122; and,

WHEREAS, the County and Contractor entered into two subsequent agreements (MA-060-12010047 and MA-060-17010218) for maintenance of the software license for the Commissary inventory system; and,

WHEREAS, the County and Contractor entered into agreement MA-060-17010367 for maintenance and support services of the software license for the Commissary inventory system; and,

WHEREAS, the County desires to continue receiving certain maintenance and support services for the Software, as further described herein; and

WHEREAS, Contractor and County are entering into this Contract for Help Desk Services for the Commissary Operations System under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Help Desk Services for the Commissary Operations System to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

Definition:

1. Commissary Operations Systems or System: The term "Commissary Operations Systems" or "System" shall mean the entire Commissary Operations System currently used by County, built by Contractor, inclusive of perpetual enterprise Software Licenses, annual maintenance and support, technical support and help desk support. (For further description see Attachment A.)

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made annually in advance after satisfactory acceptance by the County and in accordance to Attachment B, Payment and Compensation. In the event the Contractor is terminated for any reason, County shall immediately receive one/twelfth (1/12) of all prepaid development services (as listed in this contract) for each month or portion thereof remaining for the applicable Contract year as listed in this Contract.

G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the

professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

<u>Qualified Insurer</u>

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance

and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	$1,000,000 per occurrence
Professional Liability	$1,000,000 per claims-made $1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insured's, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*.

2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN CONTRACT.*

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the

County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insured's" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to

establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. Freight: Intentionally Left Blank

V. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The

Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.

2. Term of Contract: This Contract shall commence on November 9, 2021 and continue through and including November 8, 2023, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.

3. Renewal: This Contract may not be renewed.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

   A. Terminate the Contract immediately, pursuant to Section K herein;
   B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   C. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
   D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

6. Civil Rights: Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

7. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. Contractor's Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

   The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

9. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or

representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

    The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

11. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12. Default – Reprocurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

13. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

    A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
    B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
        1. The dangers of drug abuse in the workplace;
        2. The organization's policy of maintaining a drug-free workplace;
        3. Any available counseling, rehabilitation and employee assistance programs; and
        4. Penalties that may be imposed upon employees for drug abuse violations.
    C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
        1. Will receive a copy of the company's drug-free policy statement; and
        2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

14. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

    The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

    The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

    Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

15. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

16. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

    Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers,

recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

17. News/Information Release: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

18. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Evolution MS, Inc. dba Premier Computing
11456 S Temple Dr Ste 300
South Jordan, UT 84095-7846
Attn: Ryan Larsen
Phone: 385-244-2546
Email: rlarsen@premiercomputing.com

County: Sheriff-Coroner Department / Jail Commissary
1530 S State College Blvd
Anaheim, CA 92806
Attn: Teresa Gaulin
Phone: 714-939-4850
Email: tgaulin@ocsheriff.gov

Assigned DPA: County of Orange
Sheriff-Coroner Department / Purchasing Services Unit
320 N Flower St 2nd FL
Santa Ana, CA 92703-5000
Attn: Dat T. Thai
Phone: 714-834-3381
Email: dthai@ocsheriff.gov

19. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

20. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

21. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

22. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

23. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

    In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

24. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

-Signature Page to Follow-

The Parties hereto have executed this Contract Number MA-060-21011835 for Help Desk Services for the Commissary Operations System on the dates shown opposite their respective signatures below.

*Contractor: Evolution MS, Inc. dba Premier Computing

By: _____ Title: President

Print Name: Ryan Larsen Date: 10/13/2021

*Contractor: Evolution MS, Inc. dba Premier Computing

By: _____ Title: CFO

Print Name: JEFFREY D. CANNING Date: OCT 13 2021

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California

Sheriff-Coroner Department

By: _____ Title: Procurement Buyer

Print Name: Dat T. Thai Date: 10/13/2021

ATTACHMENT A

Scope of Work

Contractor shall provide Help Desk Services for the Commissary Operations System previously purchased by County as follows:

1. SCOPE OF SERVICES:

   A. HELP DESK SERVICES SHALL INCLUDE:

      1) HELP DESK OVERVIEW:
      Contractor's Help Desk Support shall consist of a technical support team that provides prompt, knowledgeable, courteous user support services for Microsoft Dynamics GP, also known as Great Plains, over the phone, over the web and via e-mail to clients.
      Contractor's Help Desk Support shall aim to resolve all interactions on the first call. If this is not possible, the inquiry is escalated to another consultant with the requisite expertise.

      2) COUNTY RESPONSIBILITES:
      When the County or its representatives contact the Contractor's Help Desk, the County shall be prepared to spend the time required to resolve the issue, be at the computer that County is requesting help with and follow the instructions recommended by the Contractor's Help Desk staff.

      3) HELP DESK PRODUCT AND SERVICE:
      a) Contractor's Help Desk shall specifically support and troubleshoot Microsoft Dynamics GP, also known as Great Plains, all system and version upgrades and updates whether Premier or Microsoft (future releases and service packs) and existing customization to the Microsoft Dynamics GP modules.
      b) Contractor's Field Staff, including Terry Armstrong and/or others knowledgeable with County Commissary Operations Systems customizations shall be accessible via e-mail, telephone and/or the Contractor's Help Desk during normal business hours (M-F, 8:30 a.m. to 5:30 p.m. – Mountain Time).

      4) CONTRACTOR'S CONTACT INFORMATION:
      County shall be able to contact Contractor's Help Desk in three (3) different ways:
      a) Entering a request online at Contractor's website at https://premiercomputing.com/help-desk/ and/or
      b) Calling their Help Line at (801) 487-8400 and/or
      c) Sending an e-mail requesting support to the Contractor's staff by e-mail at support@premiercomputing.com.

      5) AVAILABILITY AND RESPONSE TIME:
      Contractor's Help Desk shall be professionally staffed during normal business hours, Monday through Friday from 0730 - 1630 PST, no holidays or weekends.
      When and if Contractor's Help Desk staff are not immediately available via telephone, County shall be offered the following options:
      a) Hold for the next available Help Desk Consultant
      b) Leave a voice mail message (Voice messages left during normal business hours shall be replied within four (4) hours of call.
      c) Access the Help Desk via e-mail

      If County's request is critical, the County shall inform the Contractor's receptionist of such, and shall be placed on hold for the next available Help Desk Consultant.

Contractor shall respond to County e-mail request within four (4) hours, if received during normal business hours. If e-mail requests are received after posted normal business hours, Contractor shall return calls the next business day by 1:00 p.m. (Mountain Time).

6) HOLIDAY/WEEKEND/AFTERHOURS EMERGENCY SUPPORT:
Contractor shall be available during holidays, weekends and/or after hours to provide Help Desk Support and shall respond within one (1) hour of call time. Contractor shall bill County according to the hourly rate as specified in Attachment B – Compensation and Pricing Provisions. All emergency support to County shall be quoted and billed separate from the annual fee, based upon the specific needs of Commissary Operations and based on the software program being free from defect(s). Quoted fees shall include all charges and expenses associated with Commissary Operations' request including fees from subcontracts used by Premier Computing, Inc. to resolve the issue. Current hourly rate is $250.00 per hour. Contractor must receive written approval from County Project Manager to charge hourly rates for services not covered under this Contract.

7) SERVICE ON-SITE (SOS):
   a) Contractor's staff shall be available and make onsite visits upon request of the County's Staff and when it has been determined a problem cannot be resolved over the phone. Contractor and County acknowledge and agree that SOS is designed to assist County users needing specific onsite desktop support on an as needed infrequent basis
   b) Contractor and County acknowledge and agree that these SOS services shall be scheduled, quoted and billed separately from Help Desk Support but the services shall be invoiced under the same Contract number. Contractor must receive written approval from County Project Manager to charge hourly rates for services beyond the scope of Help Desk support, as per Attachment B.
   c) Contractor and County acknowledge and agree that SOS services shall be quoted to include all work to be performed and an estimated completion date shall be provided.
   Contractor and County agree that SOS services include all travel, meals, per diem, lodging, transportation and any other related or incidental expense (excluding parking) associated with SOS. The daily charge shall be charged at the rate set forth in Attachment B – Compensation and Pricing Provisions.

8) UNLIMITED HELP DESK SERVICES:
County may access electronic training courses (eCourses) of Microsoft Business Solutions Online Training. This eLearning option helps County learn the ins and outs of their solution through self-directed tutorials, available via any PC with Internet access.

9) MISCELLANEOUS SERVICES AVAILABLE AS NEEDED:
Any service not covered under Attachment A, I. Scope of Work shall be considered as services not included under Help Desk Support and are subject to an hourly rate of $195.00 per hour during normal business hours (M-F, 0730 – 1630 PST). Such services shall include but not be limited to the following:
   a) Report Writing – Report Writing for new data reports for the collection of information concerning sales, delivery of Commissary, inventory warehouse, purchasing and vendor information, validation speed and accuracy, etc. Contractor shall provide to County support with Report Writing issues but the Help Desk is not designed for report writing projects.
   b) Screen Modifications – The addition of enhancements and/or labels for the screens seen by the user to make utilizing the Great Plains software more user friendly includes but is not limited to inventory, purchasing, accounts payable, sales and validation modules. County must request a separate quote at the rate specified in Attachment B – Compensation and Pricing Provisions.

c) Adding New Customization – The addition of new modules including but not limited to inventory, sales, accounts payable, validation and purchasing which must work with the OCSD Automated Jail System. County must request a separate quote at the rate specified in Attachment B – Compensation and Pricing Provisions.
d) Data Migration & Integration Projects – Including but not limited to transferring data to a new server, upgrade data to version updates, etc.

B. SERVICE LOCATION:

Sheriff-Coroner Department / Jail Commissary
1530 S State College Blvd
Anaheim, CA 92806
Attn: Teresa Gaulin
Phone: 714-939-4850
Email: tgaulin@ocsheriff.gov

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for Help Desk Services for the Commissary Operations System as set forth in Attachment A, "Scope of Work".

   The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Item No	U/M	Item Description	Cost
001	Annual Rate	Annual Fees for Help Desk Services	$13,372.00
002	Daily Rate	Onsite Help Desk Service, to include: (All travel, meals, hotel, per diem & portal-to-portal fees)	
		Three (3) consecutive days or less rate	$2,120.00
		Four (4) or more consecutive days rate	$2,020.00
003	*Hourly Rate	Hourly Rates for services not covered under Help Desk Support	$195.00
004	Hourly Rate	After-Hour Service Call Rate (Before/After 0730 – 1630 PST, includes Weekends and Holidays (Emergency)	$250.00

   *Contractor must receive written approval from County Project Manager to charge hourly rates for services not covered under this Maintenance Service Agreement.

   Contract Shall Not Exceed $24,000.00 for the term of 11/9/2021 through and including 11/9/2022.

   Contract Shall Not Exceed $24,000.00 for the term of 11/9/2022 through and including 11/8/2023.

   Contractor understands and acknowledges that County requires additional approval and authorization for services that would cause the total of this Contract to exceed $26,000.00 per year. Contractor shall not stop performance of any work under this Contract unless the County would incur costs that exceed the total amount for the Contract period.

3. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take

any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County du ring the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

6. Payment Terms – Payment in Advance: Invoices are to be submitted in advance to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

   Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor's name and address
   b. Contractor's remittance address, if different from 1 above
   c. Contractor's Taxpayer ID Number
   d. Name of County Agency/Department
   e. Delivery/service address
   f. Master Agreement (MA) or Purchase Order (PO) number
   g. Agency/Department's Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

   Invoice and support documentation are to be forwarded to:

   Sheriff-Coroner Department / Jail Commissary
   1530 S State College Blvd
   Anaheim, CA 92806
   Attn: Christina Chavez

Phone: 714-939-4836
Email: cchavez@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT)

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year end and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.