Assetas Inc.

Asset Management Software Services

AGREEMENT FOR SERVICES #8099

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Assetas Inc., a Colorado Corporation, whose principal place of business is 1001 Bannock Street, Suite 414, Denver, Colorado 80204-4150 (hereinafter referred to as "Consultant").

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to provide a comprehensive county-wide technology asset management solution that allows the County to anticipate maintenance and replacement costs and allocate appropriate funding as required for the County's Information Technologies Department;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on June 8, 2023, Consultant was formally awarded Request for Proposals (RFP) #23-209-046 for the provision of asset management software system solution and related services;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I
Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part

hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

In the event of a security breach, the Consultant shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Within one (1) hour of awareness of a security breach, Consultant shall inform County through verbal communication, telephone call, or email to County's Contract Administrator.   The Consultant shall report to County in writing any use or disclosure of system, whether suspected or actual, within one (1) business day of becoming aware of such use or disclosure.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit B, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's

Contract Administrator, prior to commencement of the work. The Consultant shall not perform any additional services under Project Contingency without prior written approval of and issuance of a written Work Order by County's Contract Administrator.

The period of performance for Project Contingency Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Consultant amend the Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying

Agreement. No payment will be made for amounts in excess of the not-to-exceed amount of the Work Order and no Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A and in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, not including Project contingency work. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire five (5) years thereafter.

ARTICLE III
Compensation for Services: For services provided herein, including any deliverables described in Exhibit A and in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Phase and Task are identified in Exhibit B. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various Scope of Work Tasks, Other Direct Costs, and subconsultants, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

For the purposes hereof, the billing rates for Project Contingency services shall be in accordance with the following:

Labor Category	Hourly Rate
Technical Consultant	$175
Project Manager	$200
Director	$250

Core business hours are 8:00 am to 5:00 pm Mountain Standard Time (MST) Monday through Friday excluding corporate holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve).

Licenses will be paid annually at the start of each annual term, will be able to be reconciled annually (in order to remove users as-needed). New licenses may be added during the term of the contract at a pro-rated amount for the year by issuance of a written Work Order, approved by the Contract Administrator.

The total amount of this Agreement shall not exceed $304,285, inclusive of all Work Orders and amended Work Orders, and all costs, taxes, and expenses.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Consultant are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the Cost Estimate of an approved and fully executed Work Order issued pursuant to this Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice.

Invoices shall be mailed to County at the following address:

County of El Dorado
Information Technologies Department
360 Fair Lane Suite B
Placerville, California 95667

Attn.: Amy Willms, IT Project Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes, or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.
Software cancellation will take effect at the end of the subscription term. After the cancellation term period, Users will no longer have access to the Site and all information contained within County's account and User Data. Consultant will provide County a copy of all data before it is deleted. (Comma Separated Values, (CSV), excel, etc.)

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VIII

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly, or indirectly at any time, any said confidential information, other than to County's Information Technologies Department or to such other person with County's consent for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE X

Independent Consultant: The parties intend that an independent Consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this

Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XI
Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII
Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII
Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.

2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from

any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.

3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.

4. A violation of ARTICLE XX, Conflict of Interest.

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV
Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County: With a copy to:

County of El Dorado   County of El Dorado
Information Technologies Department   Chief Administrative Office
360 Fair Lane Suite B   330 Fair Lane
Placerville, California 95667   Placerville, California 95667

  Attn.: Tonya Digiorno   Attn.: Michele Weimer
          Director of Information Technologies   Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Assetas Inc.
1001 Bannock Street, Suite 414
Denver, Colorado 80204-4150

Attn.: Kevin Hanley

or to such other location as Consultant directs.

ARTICLE XV
Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI
Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XVII
Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than $1,000,000.

B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent Consultants' liability and a $2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

D. Technology Errors & Omissions and Cyber Liability Insurance with a limit of not less than $1,000,000 is required by Consultant in the performance of the Agreement.

E. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

F. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

H. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

I. The certificate of insurance must include the following provisions stating that:

   1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

   2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

J. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

K. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

M. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

N. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

O. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII
Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XIX
Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XX
Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXI
Nondiscrimination:

A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXII
Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law.   This requirement applies to any agreement/contract exceeding $1,500.00. Consultant shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIII
Information Security:

A. Consultant shall comply with applicable laws and regulations, including but not limited to the Code of Federal Regulations, Title 45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

B. Permitted Uses and Disclosures of PII.

1. Permitted Uses and Disclosures. Consultant shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Consultant's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, the Consultant, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.

2. Specific Uses and Disclosures provisions.

Except as otherwise indicated in the Agreement, Consultant shall:

a. Use and disclose PII for the proper management and administration of Consultant or to carry out the legal responsibilities of Consultant, provided that such use and disclosures are permitted by law.

b. Take all reasonable steps to destroy, or arrange for the destruction of County's records within its custody or control containing personal information which is no longer to be retained by Consultant by shredding, erasing, or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

3. Safeguards. To prevent use or disclosure of PII other than as provided for by this Agreement. Consultant shall provide County with information concerning such safeguards as County may reasonably request from time to time.

C. Responsibilities of Consultant.

1. Consultant shall restrict logical and physical access to confidential, personal, or sensitive data to authorized users only.

2. Consultant shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Consultant shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.

3. Implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

a. Network based firewall and/or personal firewall
b. Continuously updated anti-virus software
c. Patch-management process including installation of all operating system/software vendor security patches.

D. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Consultant of a use or disclosure of PII by Consultant or its subcontractors in violation of the requirements of this Agreement.

E. Agents and Subcontractors of Consultant. To ensure that any agent, including a subconsultant to which the Consultant provides PII received from County, or created or received by Consultant, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.

F. Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Consultant shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the

County Privacy Officer, within two (2) business days of discovery, at (530)621-5852. Consultant shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Consultant shall investigate such breach and provide a written report of the investigation to the County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

G. Data Harvesting: During the term of the agreement and after, the data observed by the integration between Consultant and County's Crowdstrike Falcon Platform is required to stay in ownership of County. Any data that was collected during that time is to be deleted from Consultant's databases in order to protect sensitive network and systems data sets.

ARTICLE XXIV
County Payee Data Record Form: All independent consultants or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXV
Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this Agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVI
Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVII
California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVIII
Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings. In the event of a conflict, the terms of the main agreement will prevail over the Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

- - C O U N T Y   O F   E L   D O R A D O - -

By: _____   Dated: _____

      Board of Supervisors
      "County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____   Dated: _____
      Deputy Clerk

- - A S S E T A S   I N C . - -

By: *Thomas Duong*_____   Dated: 01/03/2024_____
    Thomas Duong (Jan 3, 2024 10:31 MST)

      Thomas Duong
      Vice President
      "Consultant"

Assetas Inc.

Exhibit A

Scope of Work

I. Software License

On a Software-as-a-Service (SaaS) basis, Consultant agrees to make available to County the Assetas software license subject to the terms and conditions set forth in Exhibit D, marked "Software License Agreement," incorporated herein and made by reference a part hereof. The initial term for the software license is one-year, beginning on the effective date of this Agreement, with an option to renew for 4 additional one-year terms.

II. Implementation Services

Consultant will implement the Assetas Enterprise Asset Management (EAM) system for El Dorado County that will include the implementation of all the identified requirements found in the requirements sheet from RFP 23-209-046 The Asset Management System will enable the County to anticipate maintenance and replacement costs and allocate appropriate funding for all County departments. The Asset Management solution is not limited to technological assets alone, as it will also manage the many different asset types as required by each County department.

Requirements that address system integrations will be more fully defined during Phase 1, Identify Requirements, and are considered "in-scope" of the cost estimate.

The Asset Management solution will conform to the technical and security responses found in the requirement sheet. All items for which the Consultant responded, "RD Readily Demonstratable", "S Supported in standard configuration", "C supported with minor modifications to the standard configuration," "F supported in a future version" or "R Support through custom report development are considered to be "in scope" for the services to be provided and are included in the requirement sheet. All items for which the Consultant responded, "T Supported with 3rd party partner product", will be considered included in the Cost Estimate provided, excluding the cost of the third party product, should the County want to implement those functions.

County considers business analysis, requirements identification, and project management to be key to the success of this project. County expects to follow industry best practices for these activities. Business analysis and project management actives and deliverables are identified in the body of this Statement of Work.

This product will be delivered within approximately six-months using an implementation methodology consisting of activities and deliverables logically sequenced and grouped into distinct phases. The Statement of Work is organized into the following phases (Plan, Design, Implement, Test, Deploy, Transition) with identified activities and deliverables.

The Scope of Work (SOW) is based on the following key assumptions, in addition to the activities listed in the Activities and Deliverables by Phase section below:

ID	Key Assumption
1.1	Consulting services will be provided during the Business Day - 8am - 5pm MST, Monday-Friday, excluding corporate holidays (New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve)
1.2	Onsite services will be performed during the County's regular business hours.
1.3	Documentation shall be considered final if comments are not received within fifteen (15) business days of delivery.
1.4	Quality and Completeness of data provided to the Consultant is the responsibility of the County.
1.5	Quality Assurance work of data provided by the County to the Consultant over and above processes documented in the Activities and Deliverables by Phase section will be considered out-of-scope.
1.6	Revisions to system configurations by the Consultant after implementation, testing, and approval by the County will be considered out-of-scope.

County Responsibilities

The responsibilities listed in this section, and any County activities identified in the Activities and Deliverables by Phase section are to be provided at no charge to Consultant. Consultant's performance is predicated upon the responsibilities being fulfilled by County. County is responsible for providing and ensuring County's committed participation of resources required during the Project. This SOW assumes that the project is performed jointly between County and Consultant as a cooperative and hands-on Project effort.

1. County Project Manager. County will identify and assign a project manager prior to the project kick-off meeting occurring during the Plan phase. County Project Manager plans and coordinates County's activities and resources, coordinates issue management and resolution, and manages project changes. County Project Manager is responsible for ensuring that the County:
   a. Actively participates in the regularly scheduled project meetings, including providing the necessary skilled resources to work with Consultant personnel on technical specifications and designs.
   b. Provide Consultant with relevant available reference documentation such as current forms, workflow diagrams, reports, dashboards, and procedures.
   c. Provide timely responses to requirements clarification and resolution of issues, and feedback on the deliverables and documents developed by Consultant.
   d. Manage all county employees' activities.
   e. Ensure the quality, consistency, completeness, and accuracy of the data provided.

2. <u>Deliverable Acceptance Procedure</u>. County will approve each deliverable in accordance with the following procedure:
   a. Consultant will submit one (1) electronic draft of the deliverable document to the County Project Manager. It is the County Project Manager's responsibility to make and distribute additional copies to other County reviewers.
   b. If no response is received from the County Project Manager within fifteen (15) business days, the deliverable will be deemed approved. If changes to the deliverable are required, a written description of requested changes must be submitted to the Consultant Project Manager within fifteen (15) business days.

County will provide timely review and reasonable agreement of all deliverable documents. If deliverables do not conform to County's reasonable expectations, Consultant will correct the non-conformances. County's subsequent review will be limited to those adjustments. Continued reviews will be limited to corrections to the previous version's non-conformance.

Schedule

Consultant will perform the project tasks and activities listed below in approximately six (6) months. Consultant will also provide a six (6)-month post go-live period of support. This approximate schedule is illustrated in Figure 1 below.
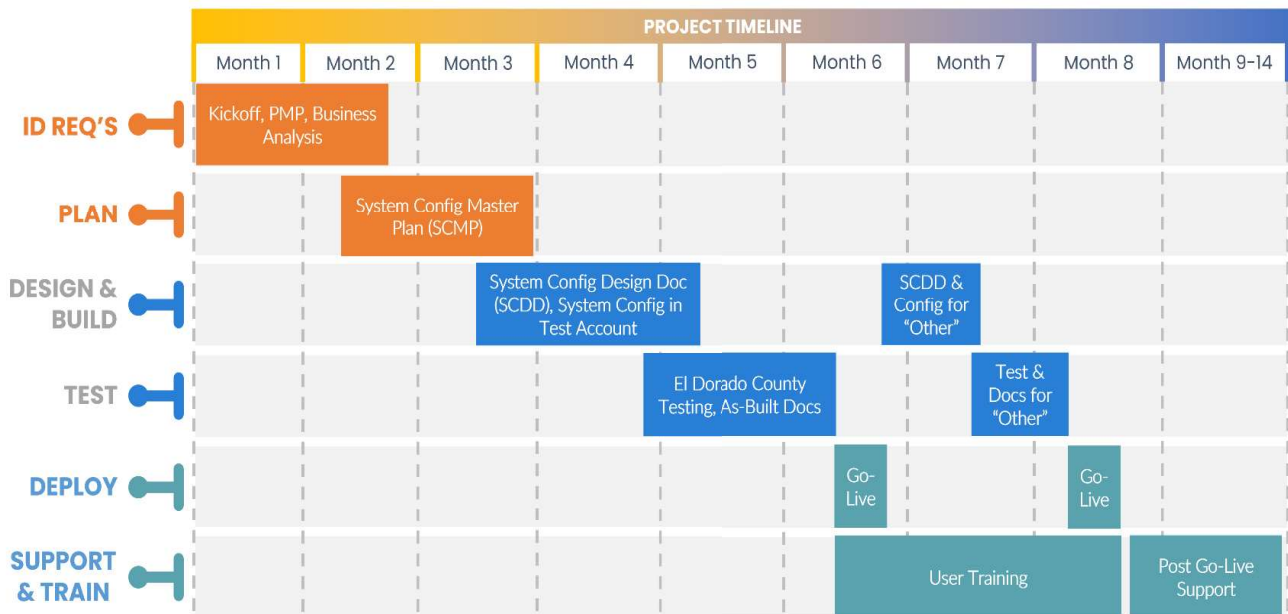

El Dorado County Asset Management System

	PROJECT TIMELINE							
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9-14
ID REQ'S	Kickoff, PMP, Business Analysis							
PLAN			System Config Master Plan (SCMP)					
DESIGN & BUILD				System Config Design Doc (SCDD), System Config in Test Account			SCDD & Config for "Other"	
TEST					El Dorado County Testing, As-Built Docs		Test & Docs for "Other"	
DEPLOY						Go-Live		Go-Live	
SUPPORT & TRAIN						User Training			Post Go-Live Support

Figure 15

Activities and Deliverables by Phase

Identify Req'mts → Plan Config / Deploy → Design & Build → Test → Deploy to Prod → Support & Training

1) Phase 1 - Identify Requirements

   a. Project Management

      i. Hold Project Kickoff (Project Manager, Director, Technical Consultant)

         1. Discuss and document high-level project requirements, roles and responsibilities, communication and escalation plan, preliminary schedule, budget, and timeline.

      ii. Develop Business Charter and Project Plan (Project Manager, Director):

         1. Stake Holder Communication plan

         2. Quality Management Plan

         3. Change Management Plan

         4. Staffing Management Plan

         5. Communication Plan

         6. Risk Management Plan

      iii. Conduct project status monitoring and weekly progress meetings/reports (Project Manager, Director)

      iv. Develop Work Breakdown Structures (WBS) and detailed project schedule (Project Manager)

   b. Business Analysis

      i. Deploy and provide access to a baseline-configured Assetas EAM Testing Account for County.

      ii. Review business analysis documents created by County and include all County-provided requirements in the final requirements document. (Project Manager, Technical Consultant, Director)

      iii. Create GAP analysis to identify additional business analysis needs. (Project Manager, Technical Consultant)

      iv. Create User Stories (or tasks for WBS) to identify requirements and support configuration. (Project Manager, Technical Consultant)

      v. Create wireframes to identify requirements and support configuration. (Project Manager, Technical Consultant)

vi. Conduct standups with product owners to review in progress configurations and document user story refinements or update WBS tasks. (Project Manager, Technical Consultant)

DELIVERABLES FOR PHASE ONE:

- Stake Holder Communication Plan

- Quality Management Plan

- Change Management Plan

- Staffing Management Plan

- Communication Plan

- Risk Management Plan

- Develop Work Breakdown Structures (WBS) and detailed project schedule.

- Gap Analysis

- User Stories (or tasks for WBS)

- Wireframes

- Assetas EAM Testing Account with El Dorado User Access

COMMUNICATION PLAN FOR PHASE ONE:

- Project Kickoff

- Weekly Progress Meetings

- Weekly Progress Reports

- Monthly Executive Status Meeting

- Monthly Executive Report

Identify Req'mts	Plan Config / Deploy	Design & Build	Test	Deploy to Prod	Support & Training

2) Phase 2 - Plan the Configuration and Deployment

    a. Based on the requirements gathered during Phase 1, the Consultant will develop a comprehensive System Configuration Master Plan (SCMP) for system configuration and deployment. This master plan will include both Information Technology (IT) assets and other assets.

    b. All County-provided requirements will be incorporated into the SCMP.

c. Throughout the development of the SCMP the Consultant will hold meetings and workshops with stakeholders as needed. (Project Manager, Technical Consultant)

d. System Configuration Master Plan. (Project Manager, Technical Consultant, Director)

    i. Catalog all security roles and corresponding permissions.

    ii. Catalog all required asset templates. For each:

        1. Categorize use as exclusively IT, exclusively Other, or Both;

        2. Determine the asset type/category;

        3. Identify any required custom statuses or custom fields;

        4. Identify appropriate security roles and/or departments for access and visibility; and

        5. Determine level of effort for configuration.

    iii. Catalog all required system integrations. For each:

        1. Categorize use as exclusively IT, exclusively Other, or Both;

        2. Determine directionality of integration (Pull, Push, or Bidirectional);

        3. Identify and catalog type/category of assets, contacts, tasks, workorders, and any other records to be included; and

        4. Determine level of effort for configuration.

    iv. Catalog all required data-imports to populate the system with assets. For each:

        1. Categorize use as exclusively IT, exclusively Other, or Both;

        2. Determine what type/category of assets will be impacted;

        3. Determine ideal import method (csv, Excel, import tool, etc.);

        4. Identify personnel responsible for populating tables and templates; and

        5. Determine level of effort for configuration.

    v. Catalog all required forms, dashboards, views, queries, and reports. For each:

        1. Categorize use as exclusively IT, exclusively Other, or Both;

2. Identify appropriate security role for access; and

3. Determine level of effort for configuration.

vi. Catalog all required workflows and approvals

1. Categorize use as exclusively IT, exclusively Other, or Both;

2. Identify type/category of assets, contacts, and other system records that will be impacted by or involved in workflow;

3. Develop rough schematic of workflow; and

4. Determine level of effort for configuration.

vii. Catalog all required devices and hardware. For each:

1. Categorize use as exclusively IT, exclusively Other, or Both;

2. Determine if already owned or if procurement is necessary;

3. Determine if offline functionality is needed;

4. Determine if any compatibility issues exist; and

5. Determine level of effort for configuration.

viii. Develop the System Configuration Master Plan (SCMP) document:

1. Determine priority order of configuration for all items cataloged, taking into account dependencies, categorization (IT, Other, Both), and level of effort;

2. Identify all necessary testing procedures;

3. Develop schedule of configuration, testing, and deployment, first for items categorized IT/Both, then Other; and

4. Submit written plan to County for approval (per approval process defined in Project Plan).

DELIVERABLES FOR PHASE TWO:
- System Configuration Master Plan (SCMP) as defined above

COMMUNICATION PLAN FOR PHASE TWO:
- Stakeholder Workshops Twice Weekly

- Weekly Status Meeting

- Weekly Status Report

- Monthly Executive Status Meeting
- Monthly Executive Status Report

| Identify Req'mts | Plan Config / Deploy | Design & Build | Test | Deploy to Prod | Support & Training |

3) Phase 3 - Design and Build

   a. Based on the SCMP developed in Phase 2, Consultant will design and implement all system configurations following an iterative approach that encompasses Phase 3, Phase 4, and Phase 5. Consultant will initially design, configure, test, and deploy all assets, records, and processes that were categorized in the SCMP as exclusively IT or as Both. Upon County's approval to proceed (per approval process defined in Project Plan), Consultant will design, configure, test, and deploy all remaining assets, records, and processes in the SCMP.

   b. For the remainder of this section, please note that all tasks will be repeated once for IT/Both categorized items, and then for Other categorized items.

   c. Consultant will develop a written System Configuration Design Document (SCDD) to include all of the following specifications, which will be delivered to County (Project Manager, Technical Consultant):

      i. Specify security roles, including:

         1. Associated user accounts;

         2. System function permissions and menu item visibility;

         3. Asset permissions and visibility (type/category, department, and field level);

         4. Form permissions and visibility (form, section, and field level);

         5. Report/query permissions and visibility; and

         6. Dashboard permissions and visibility;

      ii. Specify asset templates, including:

         1. Type and category (including green/gold tags);

         2. Custom statuses;

         3. Custom fields;

         4. Default and conditional field values; and

         5. Hide/show logic.

6. Expected assets requiring templates include, but are not limited to:

    a. Computer, Laptop, Phone, Phone Gateway, iPad, Tablet, Monitor, Projector, Router, Server, Switch, Headset, Keyboard, Mouse, Furniture, Firearm, Kennel, Radio, Appliance, Vehicle, Ballistic Vest, Body Camera.

iii. Specify system integrations, including:

1. Security and credential requirements;

2. Dependencies, run order, and run frequency;

3. Record types; and

4. Field mappings.

5. Expected system integrations include, but are not limited to:

    a. Systems Center Configuration Manager (SCCM)

    b. Fixed Asset Inventory System (FAIS)

    c. Azure Active Directory (AD) for user accounts and SSO

    d. iSupport system for tickets and workorders

    e. Adobe Sign for form and workflow approval

    f. VeraSMART for asset information and telecom tickets

iv. Specify and develop data-import templates for asset loading, including:

1. Type/category of assets to be imported;

2. Import method (csv, Excel, import tool, etc.);

3. Field mappings;

4. Dependencies and import order; and

5. Delivery to responsible parties for population.

v. Specify forms, including:

1. Format;

2. Sections;

3. Questions & Data Types;

4. Default and conditional field values;

5. Hide/show logic;

6. Notifications logic; and

7. Related workflows.

8. Expected forms include, but are not limited to:

    a. Asset Transfer form

    b. Asset Surplus form

    c. Goldtag Request form

vi. Specify reports and queries, including:

1. Format;

2. Fields;

3. Filters; and

4. Scheduled delivery (schedule and recipients).

5. Expected reports include, but are not limited to:

    a. Annual exception report that compares the status of given Gold Tag numbers

    b. Inventory adjustment report for the Auditor's Department

    c. Other reports as defined by requirements

vii. Specify dashboards, including:

1. Format;

2. Fields;

3. Filters; and

4. Default roles.

viii. Specify workflows and approvals, including

1. Detailed visual schematic/workflow, including records impacted/involved, processes, decision points, and notifications/alerts;

2. Decision points logic; and

3. Logic and scheduling for notifications/alerts and tasks.

ix. Specify devices and hardware, including:

1. Trek offline app compatibility; and

2. Additional required software (such as Adobe Sign or SCCM).

d. System Configuration Implementation. (Project Manager, Technical Consultant)

i. Upon approval of the SCDD (per approval process defined in Project Plan), Consultant will implement the system configuration based on the previously developed SCMP and SCDD.

ii. Consultant will conduct initial testing of all system configurations implemented in this Phase at the time of implementation and document results in the SCDD.

DELIVERABLES FOR PHASE THREE:

- System Configuration Design Document (SCDD)
- Completed System Configuration in Assetas Test Account

COMMUNICATION PLAN FOR PHASE THREE:

- Daily Standups
- Weekly Status Meeting
- Weekly Status Report
- Monthly Executive Status Meeting
- Monthly Executive Status Report

Identify Req'mts	Plan Config / Deploy	Design & Build	Test	Deploy to Prod	Support & Training

4) Phase 4 - Test

a. Consultant will develop a Test Case Document (TCD) that specifies test case scenarios, results documentation guidelines, and County assigned testers for evaluating all configurations implemented for the Assetas EAM solution under Phase 3. Items subject to testing will include, but are not limited to assets, reports, forms, processes, workflows, integrations, tools, and security roles. (Project Manager, Technical Consultant)

b. Consultant will submit the written TCD to County for approval (per approval process defined in Project Plan). (Project Manager, Technical Consultant)

c. Following approval of the TCD, County assigned testers will be responsible for performing testing actions in accordance with the TCD and note any deviations from expected results.

d. If issues are discovered by County during testing, the Consultant will revisit SCDD to resolve the issues. (Project Manager, Technical Consultant)

e. Following completion of testing and issue resolution, County will approve Deployment to Production (per approval process defined in Project Plan).

f. Following approval of Deployment to Production, Consultant will develop As-Built System Configuration Documentation that encompasses all standard and custom system configurations, including all integrations. (Project Manager, Technical Consultant)

DELIVERABLES FOR PHASE FOUR:

- Test Case Document (TCD)
- Iterations of software for testing purposes
- As-Built System Configuration Documentation

COMMUNICATION PLAN FOR PHASE FOUR:

- Daily Standups
- Weekly Status Meeting
- Weekly Status Report
- Monthly Executive Status Meeting
- Monthly Executive Status Report

Identify Req'mts	Plan Config / Deploy	Design & Build	Test	Deploy to Prod	Support & Training

5) Phase 5 - Deploy to Production

a. Consultant will instantiate a Production account for the County Asset Management System. (Project Manager, Technical Consultant)

b. Consultant will promote all implemented and tested system configurations from the Testing account to the Production account. (Project Manager, Technical Consultant)

c. Consultant will activate all automated workflows, integrations, and processes. (Project Manager, Technical Consultant)

d. Following the steps outlined in 5a-c, the production account will be fully configured and fully functional as directed by requirements developed during Phases 1-3 including but not limited to:

    i.   All forms, dashboards, and reports

    ii.   User accounts, hierarchy, and permissions

    iii.   Asset templates by type/category

    iv.   Integrate with identified systems

    v.   Load asset data from various sources (Excel, comma separated value (csv))

    vi.   Asset Status, workflows and approvals

    vii.   Asset views – list, detailed, dashboards

    viii.   Common queries created, named, and saved

    ix.   Assets fields to display by department and type

    x.   All reports and electronic forms

e. Fully populated asset database, or tool to complete data transfer.

f. Complete all system integrations.

g. Following deployment of non-IT configurations (categorized in the SCMP as Other), Consultant and County will enter into the post-deployment Support and Training phase.

DELIVERABLES FOR PHASE FIVE:

- Production Account with full El Dorado County User Access

- All implemented and tested system configurations

- Automated workflows, integrations, and processes

COMMUNICATION PLAN FOR PHASE FIVE:

- Daily Standups

- Weekly Status Meeting

- Weekly Status Report

- Monthly Executive Status Meeting

- Monthly Executive Status Report

Identify Req'mts	Plan Config / Deploy	Design & Build	Test	Deploy to Prod	Support & Training

6) Phase 6 - Support and Training

    a. Training

        i. Consultant will develop End User Training materials and conduct "Train the Trainers" (Project Manager,

Technical Consultant):

1. Agenda will include:

    a. Receiving and understanding Consultant notifications and correspondence;

    b. Anonymously opening and viewing reports/queries;

    c. Anonymously opening and viewing dashboards; and

    d. Anonymously completing forms.

2. Presentation material

3. Trainer notes and step by step demonstration guides

4. Recorded video of training

ii. Consultant will develop Asset Manager Training materials and conduct training (Project Manager, Technical Consultant):

1. Agenda will include:

    a. Common configuration changes, such as new reports or asset templates; and

    b. Day to day use of the system.

2. Presentation material

3. Trainer notes and step by step demonstration guides

iii. Recorded video of training. Consultant will develop System Administration Training materials and conduct training (Project Manager, Technical Consultant):

1. Agenda will include:

    a. Support for ongoing maintenance;

    b. Admin-level configuration changes, such as security roles and workflows; and

    c. Other common support.

2. Presentation material

3. Trainer notes and step by step demonstration guides

4. Recorded video of training

    b. Ongoing Support

        i. Provide ongoing support post-production for a period of six (6) months for maintenance, configuration adjustments, and administrator training. (Project Manager, Technical Consultant)

    c. Project Closure

        i. Following the post-production support period, Consultant will schedule and conduct a project closure meeting. (Project Manager, Technical Consultant, Director)

        ii. Consultant will develop a written Project Closure Document (PCD) and present it to County for approval. (Project Manager, Director)

        iii. For additional configuration changes or training after approval and execution of the PCD, Consultant will require a formal Project Change Request (as defined in the Project Plan) or a new project.

DELIVERABLES FOR PHASE SIX:

- End User Training Materials
- Train the Trainer Sessions and Materials
- Automated Asset Manager Training and Materials
- System Administrator Training and Materials
- Project Closure Document (PCD)

COMMUNICATION PLAN FOR PHASE SIX:

- Weekly Status Meeting
- Weekly Status Report
- Monthly Executive Status Meeting
- Monthly Executive Status Report
- Project Closure Meeting

Phase	Deliverables	Communication Plan
1. Identify Requirements	• Stake Holder Communication Plan • Quality Management Plan • Change Management Plan • Staffing Management Plan • Communication Plan • Risk Management Plan • Develop Work Breakdown Structures (WBS) and detailed project schedule • GAP Analysis • User Stories (or tasks for WBS) • Wireframes • Assetas EAM Testing Account with El Dorado User Access	• Project Kickoff • Weekly Progress Meetings • Weekly Progress Reports • Monthly Executive Status Meeting
2. Plan Configuration	• System Configuration Master Plan (SCMP) as defined above	• Stakeholder Workshops Twice Weekly • Weekly Status Meeting • Monthly Executive Status Meeting
3. Design & Build	• System Configuration Design Document (SCDD) as defined above • Completed System Configuration in Assetas Test Account	• Daily Standups • Weekly Status Meeting • Monthly Executive Status Meeting

4. Test	• Test Case Document (TCD) • Iterations of software for testing purposes • As-Built System Configuration Documentation	• Daily Standups • Weekly Status Meeting • Monthly Executive Status Meeting
5. Deploy to Productions	• Production Account with full El Dorado County User Access • All implemented and tested system configurations • Automated workflows, integrations, and processes	• Daily Standups • Weekly Status Meeting • Monthly Executive Status Meeting
6. Support & Training	• End User Training Materials • Train the Trainer Sessions and Materials • Automated Asset Manager Training and Materials • System Administrator Training and Materials • Project Closure Document (PCD)	• Weekly Status Meeting • Monthly Executive Status Meeting • Project Closure Meeting

<p style="text-align:center">Assetas Inc.</p>

<p style="text-align:center">Exhibit B</p>

<p style="text-align:center">Cost Estimate</p>

A. Total System/Services Cost (Software only)

First-Year Expenses		
System/Service	**Cost**	**Comment**
Itemized Software:	**$39,600**	Assumes 44 named users (4 admins, 40 managers) at an annual cost of $900 per user.
Licenses for Assetas system - Asset Managers and System Administrators	$0	Assumes 2,000 asset assignees. No licensing costs for assignees. Assignees can receive correspondence from Assetas and anonymously access reports but cannot edit data.
Licenses for Assetas system - Asset Assignees	$0	Maintenance and upgrades to the Assetas system is included in the SAAS subscription.
Maintenance/Upgrades:	$0	
Maintenance of Assetas system	$0	
Support:	$0	Product support is included in the SAAS subscription.
Product support for Assetas system	$0	
Total First Year	**$39,600**	

Renewal Expense, Per Year, for Years 2 Through 5		
System/Service	**Cost**	**Comment**
Itemized Software:	**$142,560.**	Assumes 44 named users at a 10% discount on year 2-5 for a multi-year contract.
Licenses for Assetas system - Asset Managers and System Administrators	$0	Assumes 2,000 asset assignees. No licensing costs for assignees. Assignees can receive correspondence from Assetas and anonymously access reports but cannot edit data.
Licenses for Assetas system - Asset Assignees	$0	Maintenance and upgrades to the Assetas system is included in the SAAS subscription.
Maintenance/Upgrades:	$0	
Maintenance of Assetas system	$0	
Support:	$0	Product support is included in the SAAS subscription.
Product support for Assetas system	$0	
Years 2-5 growth for up to 2 additional users per year.	$16,200	$900 per user, plus 10% discount
TOTAL OF YEARS 2-5	$142,560	
TOTAL OF COST FOR SOFTWARE YEARS 1-5	$198,360	

B. Total System/ Services Cost (Implementation Services)

	Task	Proposed Cost	Deliverables
**Implementation Cost**		
**Phase 1 Identifying Requirements**		

1a	Project Management (Initiation & Planning)	$7,550	• Project Kickoff Presentation
			  ○ Project Requirements
			  ○ Roles and Responsibilities
			  ○ Communication Plan
			  ○ Escalation Plan
			  ○ Preliminary schedule, budget, and timeline
			• Project Plan
			  ○ Stakeholder Communication Plan
			  ○ Quality Management Plan
			  ○ Change Management Plan
			  ○ Staffing Management Plan
			  ○ Risk Management Plan
			• WBS and detailed project schedule
			• Meeting Minutes

1aa	Project Management (Execution, Monitoring, and Controlling)	$4,300	• Weekly Progress meetings with corresponding status reports • Monthly Execute Status Meeting with corresponding status report • Updates to WBS and detailed project schedule • Meeting Minutes
1b	Business /Workflow Analysis (Initiation Planning)	$2,900	• Documented requirements • Gap Analysis • User Stories and/or WBS tasks • Wireframes • Assetas EAM Testing Account with El Dorado User Access
1bb	Business /Workflow Analysis(Execution, Monitoring, and Controlling)	$1,300	• Daily or Bi-weekly stand-ups to review in progress configurations. • User story refinements or updated WBS tasks
**Phase 2 Plan Configuration and Deployment**		

2a	System Configuration (planning/design)	$4,025	• System Configuration Master Plan (SCMP) – to include IT and Other assets.
			  ○ Catalog all security roles and corresponding permissions.
			  ○ Catalog all required asset templates.
			  ○ Catalog all required system integrations.
			  ○ Catalog all required data-imports to populate the system with assets.
			  ○ Catalog all required forms, dashboards, views, queries, and reports.
			  ○ Catalog all required workflows and approvals.
			  ○ Catalog all required devices and hardware.
			  ○ Develop the System Configuration Master Plan (SCMP) document:
			    ▪ Determine priority order of configuration for all items cataloged.
			    ▪ Identify all necessary testing procedures.
			    ▪ Develop schedule of configuration, testing, and deployment
			• Submit written plan to El Dorado County for approval (per approval process defined in Project Plan).

			Phase 3 Design and Build
3a 3b	System Configuration	$19,125	• System Configuration Design Document (SCDD) • System Configuration Completed in EAM Testing Account
			Phase 4 Test
4a	System Testing	$3,200	Test Case Document
4b	User Acceptance Testing	$2,850	• Completed Test Case Document • Iterations of Software as required by testing results • Approval For Deployment to Production • SCDD updated to reflect any changes
			Phase 5 Deploy to Production
5a	Deploy to Production	$2,850	• System fully configured and fully functional as directed by requirements. • Fully populated database • Configured System Integrations • Automated Workflows • Updated SCDD to Reflect As-Built System Configuration
			Phase 6 Training and Support
6a	User Training and Asset Management Training (Train the trainer)	$4,250	• End User Training Materials • Asset Manager Training Materials • System Administration Training Materials ○ Included for each training. • Presentation Material • Trainer notes • Recorded video of full training

6b	Administrative Training	$2,125	• Training Materials
			  ○ Presentation Material
			  ○ Step by Step demonstration guides
			  ○ Recorded video of full training

6c	Follow-up Support Services	Up to $9,450	• Ongoing six-month post-production support
			  ○ Maintenance, configuration adjustments, continued administrator training and support
			  ○ Consultant may bill for ongoing hourly post-production support on a weekly, monthly, or end- of-project basis for follow-up support services per the Labor Category Table for Implementation Services
			• Project Closeout Presentation – *(created after six-month post-production support)*

Total Cost of Implementation		**$63,925**	See Total Cost of Implementation Broken Down by Role Below

C. Total Cost of Implementation (Broken Down by Role)

Phase 1a and 1aa Project Management				
Project Management	**Task Category**	**Consulting Hours**	**Project Manager Hours**	**Director Hours**
Hourly rate by role:		*$175*	*$200*	*$250*
Project Kickoff	Project Management	2	4	2
Business Charter and Project Plan	Project Management	0	8	2
Stake Holder Communication Plan				
Quality Management Plan				
Change Management Plan				
Staffing Management Plan				
Communication Plan				
Risk Management				
Project status monitoring and weekly and monthly progress reporting	Project Management	0	36	2
Work Breakdown Structures (WBS) and Timeline	Project Management	0	2	0
Total Project Management Hours		**2**	**50**	**6**
Total Project Management Cost	**$11,850**	**$350**	**$10,000**	**$1,500**

Phase 1b and 1bb Business/Workflow Analysis				
Business Analysis	**Task Category**	**Consulting Hours**	**Project Manager Hours**	**Director Hours**
Review business analysis documents created by County	Business/Workflow Analysis	4	0	0
Create GAP analysis to identify additional business analysis needs	Business/Workflow Analysis	4	0	0
Create User Stories (or tasks for WBS) to identify requirements and support configuration	Business/Workflow Analysis	4	0	0
Create wireframes to identify requirements and support configuration	Business/Workflow Analysis	8	0	0
Conduct standups with product owners to review in progress configurations and document user story refinements or update WBS tasks	Business/Workflow Analysis	4	0	0
Total Business Analysis Hours		**24**	**0**	**0**
Total Business Analysis Cost	**$4,200**	**$4,200**	**$0**	**$0**

Phase 2 System Configuration Planning				
Business Analysis	**Task Category**	**Consulting Hours**	**Project Manager Hours**	**Director Hours**
Complete the System Configuration Master Plan (SCMP) document:	System Configuration	23	0	0
Total System Configuration Hours		**23**	**0**	**0**
Total System Configuration Cost	**$4,025**	**$4,025**	**$0**	**$0**

Phase 3a-b Design and Build				
Business Analysis	**Task Category**	**Consulting Hours**	**Project Manager Hours**	**Director Hours**
System fully configured and fully functional as directed by requirements developed during Phases 1-3 including but not limited to:	System Configuration	17	0	0
All forms, dashboards, and reports User accounts, hierarchy, and permissions				
Asset templates by type/category Integrate with identified systems				
Load asset data from various sources (Excel, comma separated value (csv))				
Asset Status, workflows, and approvals (with customizable asset status)				
Asset views-list, detailed, dashboards				
Common queries created, named, and saved Asset fields to display by department and type				
Custom configurations as defined by requirements	System Configuration	7	0	0
As built system configuration documentation	System Documentation	4	0	0
As built custom configuration documentation	System Documentation	5	0	00
As built integration configuration documentation	System Documentation	5	0	0
Total System Configuration Hours		**38**	**0**	**0**
Total System Configuration Cost	**$6,650**	**$6,650**	**$0**	**$0**

Phase 3a-b Design and Build				
Populating System With Asset Data	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
Provide template (csv, Excel) or import tool, for ease of populating assets into the new system	Populating system with asset data	18	0	0
Import assets into the new system from populated templates, or tool if provided	Populating system with asset data	10	0	0
Total System Population Hours		**28**	**0**	**0**
Total System Population Cost	**$4,900**	**$4,900**	**$0**	**$0**

Phase 3a-b Design and Build				
System Integrations	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
Integrate with Systems Center Configuration Manager (SCCM) for asset information	System Integration	4	0	0
Integrate with Azure Active Directory (AD) for user accounts, and single sign on	System Integration	2	0	0
Support ticket integration with iSupport system if proposal does not include Information Technology Infrastructure Library (ITIL) modeled support ticketing system	System Integration	4	0	0
Integrate with Adobe Sign for approval of forms as defined in the requirements	System Integration	2	0	0
Integrate with VeraSmart for asset information and potential telecom ticket creation	System Integration	4	0	0
Total System Integration Hours		**16**	**0**	**0**
Total System Integration Cost	**$2,800**	**$2,800**	**$0**	**$0**

Phase 3a-b Design and Build				
Reporting and Electronic Forms	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
All reports defined by requirements and project team created and scheduled if indicated, to include at a minimum:	Reporting and Dashboards	25	2	0
Annual exception report that compares the status of given Gold Tag numbers Creates an inventory adjustment report for the Auditor's Department				0
Asset Transfer form				0
Asset Surplus form				0
Goldtag Request form				0
Other reports as defined by requirements				0
Total Reporting & Forms Hours		**25**	**2**	**0**
Total Reporting & Forms Cost	**$4,775**	**$4,375**	**$400**	**$0**

Phase 6a and 6b Training and Support				
Training	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
End user training developed, created, and presented to Train the Trainers	User Training (train the trainer)	11	1	0
Asset Manager training developed, and asset managers trained	User Training (train the trainer)	11	1	0
System Administration training developed, and administrators trained	Admin training	11	1	0
Total Training Hours		**33**	**3**	**0**
Total Training Cost	**$6,375**	**$5,775**	**$600**	**$0**

Phase 4a and 4b Test				
Testing	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
System Testing	System Testing	16	2	0
UAT	User Acceptance Testing	14	2	0
Go-Live Support	Go-Live Support	14	2	0
Total Testing/UAT/Go-Live Support Hours		**44**	**6**	**0**
Total Testing/UAT/Go-Live Support Cost	**$8,900**	**$7,700**	**$1,200**	**$0**

Phase 6c Support				
Ongoing Support	**Task Category**	**Consulting Hours**	**Project Management Hours**	**Director Hours**
Provide ongoing support post-production for a period of six (6) months for maintenance, configuration adjustments, and administrator training.	Follow-up Support Services	54	0	0
Total Ongoing Support Cost	**$9,450**	**$9,450**	**$0**	**$0**

Total Implementation (Broken Down By Role)		Consulting Hours	Project Management Hours	Director Hours
Total Cost of Implementation (Broken Down by Role)	$63,925	$50,225	$12,200	$1,500

TOTAL COST OF IMPLEMENTATION	$63,925.	
OVERALL TOTAL COST (YEARS 1-5 SOFTWARE AND IMPLEMENTATION	$262,285	
PROJECT CONTINGENCY	$42,000	Support needs over the life of the agreement period Including travel during implementation

Mileage will be reimbursed in accordance with ARTICLE Ill, Compensation for Services.

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this costs estimate, Consultant may request to reallocate the expenses listed herein amount the various Scope of Work tasks, Project Management Costs, Other Direct Costs, and Project Contingency Work Costs identified herein, including reallocating such expenses between Consultant and subconsultant(s) identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded.

Assetas Inc.

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES   ✔ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES   ✔ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

11/07/2023	*Thomas Duong* Thomas Duong (Nov 7, 2023 13:52 MST)
Date	Signature of authorized individual
Assetas Inc.	Thomas Duong
Type or write name of company	Type or write name of authorized individual

<div align="center">

Assetas Inc.

Exhibit D

Software License Agreement

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THIS **SOFTWARE LICENSE AGREEMENT** (hereinafter the "**Agreement**") is between Assetas Inc. ("**Consultant**"), a Colorado Corporation, and County of El Dorado, a political subdivision of the State of California ("County"), (each a "**Party**" and collectively, the "**Parties**").

In consideration of the mutual promises and agreements contained herein, the **Parties** hereto agree as follows:

1.   **Definitions**
    (a) "**Agreement**" means this Software License Agreement, together with all Exhibits, Schedules, Annexes, Purchase Orders made a part hereof in accordance with the terms of this **Agreement** and all amendments, modifications, supplements and alterations thereto effected in accordance with the terms of this Agreement.
    (b) "**County Data**" means any data information or material submitted by **County** or **User** into the **Software** in the course of using the Software.
    (c) "**Content**" means, other than **County Data**, the configuration, procedures, and work products of the Consultant, such as data integrations, dashboard templates, forms, reports, and workflows.
    (d) "**Confidential Information**" means all technical and non-technical information in both tangible and intangible form, including, but not limited to, product design information, software code, technical information, customer information, financial information, the terms of this Agreement and the results derived from or methodology employed by County in conducting any benchmark testing of the Licensed Software; provided that the term "Confidential Information" shall not include information which the recipient can show by reasonable proof (I) to have been known by the recipient prior to the time of disclosure by the disclosing party, (ii) to have become part of the public domain through no fault or breach of this Agreement by the recipient, (iii) to have been disclosed to the recipient in good faith by a third party who is not under any obligation of confidence or secrecy to the disclosing party at the time such third party discloses the information to the recipient, or (iv) is required by law to be disclosed pursuant to a California Public Records Act request or to have been compelled to be produced by a court of competent jurisdiction, provided that the recipient shall first give notice to the disclosing party of any such request or order of the court to give the disclosing party an opportunity to contest or limit said request or order of the court.
    (e) "**Error**" means any error, defect or omission that (i) is discovered in the Licensed Software, (ii) is reproducible, and (iii) prevents its operation substantially in accordance with the Licensed Documentation.

(f) "**Fees**" means the fees and charges that Assetas imposes on County for License, the Use of the Software, and any incurred fee associated with License services, such as additional data storage, infrastructural requirements, artificial intelligence services.

(g) "**Initial Term**" means the initial period during which County is obligated to pay for the Software equal to the billing frequency selected during the subscription process.

(h) "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks (and attendant good will), Software marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

(i) "**License**" means the right granted by Consultant to County to use the Software.

(j) "**License Administrator(s)**" means the individual designated by the County who is authorized to configure Software subscription tiers, data retention policies, and other system quota for the Software.

(k) "**Licensed Documentation**" means the published user manuals, help, or support documentation that Consultant makes generally available for the Licensed Software in electronic or physical format.

(l) "**Licensed Material**" means the Licensed Software and the Licensed Documentation.

(m)"**Licensed Software**" means the machine-readable object code version of (i) the software specified on each Purchase Order and (ii) all Updates for the Licensed Software that County is entitled to receive in connection with this Agreement.

(n) "**Purchase Order**" means (i) Consultants standard price quote, purchase order, order form or purchase confirmation, as such document may be amended, supplemented or modified from time-to-time in accordance with this Agreement or (ii) any other non-Assetas price quote, purchase order, order form or purchase confirmation delivered by County to Consultant but solely to the extent permitted by and delivered in accordance with Section 16.

(o) "**Software**" means the Assetas platform developed, operated, and maintained by Consultant, accessible at https://*.assetas.com or another designated web site or IP address, or ancillary Software rendered by Consultant, to which County is being granted access to one or more Assetas Modules identified during the ordering process under this Agreement, including Assetas Trek and the **Content**.

(p) "**Update**" means any revision, enhancement, improvement, or modification to or programming fix for the Licensed Software or Licensed Documentation which Consultant makes generally available, incorporates into and makes a part of the Licensed Software or Licensed Documentation and does not separately price or market.

(q) "**User**" means those who are authorized by the County to use the Software, have been supplied access credentials by County (or by Consultant at County's request), and related to a County with an active subscription to the Software.

2.   License Grant & Restrictions

Consultant hereby grants the County a revocable, non-exclusive, transferable, worldwide right to use the Software, solely for internal business purposes, subject to this Agreement. The Software is owned and operated by Consultant and is accessed by the County, under the term and conditions of this Agreement. All rights not expressly granted to County are reserved by Consultant and its licensors.

Unless specifically provided hereunder, or provided in the functionality of a Software, County shall not (i) license, sub- license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or the Content in any way; (ii) modify or make derivative works based upon the Software or the Content; (iii) co-brand (i.e., trademark or other means of attribution or identification of any party in such a manner reasonably likely to give a user the impression that such other party has the right to display, publish or distribute the Software or content accessible through the Software) the Software, the Content or any portion thereof. Co-brand excludes the permitted "white labeling" display of the County's name and/or logo within the Software's Account Setup; (iv) create Internet "links" to the Software or "frame" or "mirror" any Content on any other server or wireless or Internet-based device (whereby the Software or portion thereof will appear on the same screen with a portion of another website); or (v) reverse engineer or access the Software in order to (a) build a competitive product or Software, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software. County agrees to cooperate with Consultant in causing any unauthorized co-branding, framing or linking to immediately cease. County licenses may be used by any number of employees, representatives, consultants, contractors or agents within the County organization, but licenses cannot otherwise be shared or used by more than one User entity – that is more than one person sharing a User account.

3.   County Responsibilities

As a content platform, County shall use the Software to host County Data and Content, in whatever format, including asset (e.g., property, plant, equipment, and sub-component) records, asset attributes, asset telemetrics, file documents, employee and external contacts, forms, procedures and workflows, and other content, entered into and/or created in the Software by User or its agents, provided to Consultant or its affiliates by User or its agents to be loaded into the Software, or entered into the Software by third parties visiting the Site. County, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all County Data and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Software, including those related to data privacy, international communications, and the transmission of technical or personal data.

4.   Privacy & Information Security

County information, such as username, address, phone number, and e-mail address, and financial qualification and billing information, the number of users within the organization that will be using the Software, is subject to our Privacy and Information Security Policy, found at https://www.assetas.com/privacy/. Consultant reserves the right to modify its privacy and security policies in its reasonable discretion from time-to-time.

When Users initially log in, they will be asked whether they wish to receive marketing and other non-critical Software- related communications from Consultant from time-to-time. User may opt-out of receiving such communications at that time or at any subsequent time.

As the Software is a hosted, online application, Consultant occasionally may need to communicate with all users with critical announcements about the Software (regardless of whether they have opted out as described above). These critical communications are to inform Users of new features, software changes, and other operation changes to the Software, among others.

5.   Technical Support and Response

Consultant shall provide support to Users via email, support resources within the Software, and by phone during posted support hours. Except for a Priority One Error, as defined below, Consultant shall provide technical assistance and shall respond to any Error in the Software (i) within one business day of receipt to initiate diagnostic, provide County an
initial corrective measures and timeline for correction by a qualified and knowledgeable representative. Consultant shall render effort to a Priority One Error as soon as reasonably possible. A "Priority One Error" is defined as a defect that, in the reasonable judgement of the County, renders the Software inoperable or is causing a serious adverse impact to the County's business operation, and (ii) Once Consultant commences corrective measures, Consultant will work diligently until the defect has been remedied. If Consultant cannot satisfactorily correct a Priority One Error within 72-hours after initial notification, Consultant will provide all necessary personnel to apply dedicated efforts and resources until the effort is corrected.

6.   Intellectual Property Rights

Consultant (and its affiliates and licensors, where applicable) shall own all rights, title, and interest, including all related Intellectual Property Rights, in and to the Consultants technology supporting the Software and the Content and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by County or any other party relating to the Software. This Software is protected by copyright pursuant to US copyright laws, international conventions, and other copyright laws. County may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Software, in whole or in part; except that County and/or Users may print out a copy of Content solely for User's personal use, and in doing so, will not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, Software mark, or any other proprietary notice or legend appearing on any of the Content.

This Agreement is not a sale and does not convey to County any rights of ownership in or related to the Software, the Content or the Assetas Intellectual Property Rights owned by Consultant. The "Assetas" name, the Assetas logo, the Trek logo, and the product names associated with the Software are trademarks of Consultant or third parties, and no right or license is granted to use them. Accordingly, County will not reproduce, transmit, publish, or distribute such Content to any third party without the express written consent of Consultant, which may be granted or withheld in Consultants sole and absolute discretion.

7.   Charges and Renewal

Consultant automatically charges the County's subscription account in advance for use of the Software on a monthly or annual basis, depending on subscription period, until the account is canceled.

8.   Excess Data Storage Fees

The Software includes an allocation on the maximum disk storage space depending on the subscription edition and number of subscribed Users. Disk storage space in excess to the allocated amount shall incur additional fees, at Consultants published rate for storage fees. The County's total allocated disk storage is available under the Software's

Account Setting and in Administrative Dashboards, showing the total allocated, used, and remaining storage. Consultant is not responsible for notifying the County when its disk storage is approaching or has reached the permitted disk storage; Consultants failure to so notify County shall not affect County's responsibility for such additional storage charges. Consultant reserves the right to establish or modify its general practices and limits relating to storage of County Data.

9.   Non-Payment and Suspension

In addition to any other rights granted to Consultant herein, Consultant reserves the right to suspend or terminate this Agreement and County's access to the Software if the account becomes delinquent. Consultant may impose interest at a rate equal to the lesser of 1.5% per month, or the maximum amount permitted by applicable law for any delinquent accounts, as well as all expenses of collection.

Consultant reserves the right to impose a reconnection fee in the event County's account access is suspended and thereafter reinstated. County agrees and acknowledges that Consultant has no obligation to retain User Data upon suspension or termination of a subscription and that such User Data may be irretrievably deleted if the account is 90-days or more delinquent.

10.   Cancellation and Termination upon Expiration

Subject to the terms and conditions of this Agreement, County may cancel the Software in the Account Setting page within the Software or provide written notice at any time. For monthly subscriptions, County is purchasing the Software for full monthly terms. For annual or fixed-term subscription (i.e., three-year contract), the County commits to purchase the Software for the full annual subscription term. Consultant grants no refunds or credits for early termination of the annual subscription term.

Software cancellation will take effect at the end of the subscription term. After the cancellation term period, Users will no longer have access to the Site and all information contained within County's account and User Data. Consultant will provide County a copy of all data before it is deleted. (Comma Separated Values, (CSV), excel, etc.)

11.   Representations & Warranties

Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. If County is executing the Agreement and agreeing to these Terms of Use on behalf of any third party, the County represents and warrants to Consultant that it has authorization on behalf of such third party to bind such third party to the terms of the Subscription Agreement.

Consultant warrants that the Software's Production Environment will be available to the County 99.9% of the time in a given month, excluding planned scheduled maintenance. System availability implies successful User login, transmission of data, and functioning of Software-related infrastructure, including application server, database server, and network. Availability warranty does not cover non-Production Environments, such as Testing or QA Systems, nor County network or internet connectivity prior to and outside of Software access.

12.   Disclaimer of Warranties

County will have access to a variety of sources of content through the Internet. Consultant has made no effort to verify the accuracy or suitability of any information contained in any such sources. Accordingly, Consultant will have no liability or responsibility whatsoever for any content contained within any such sources. User accesses, uses, and relies upon such content at County's own risk. County understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive or illegal. User accesses such materials at County's risk and Consultant has no control over and accepts no responsibility whatsoever for such materials. County understands that, except for information, products, or Software clearly identified as being provided by Consultant, Consultant does not operate, control, or endorse any information, products, or other software on the Internet in any way. County also understands that Consultant cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of infection or viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties.

Each County is responsible for implementing sufficient procedures and checkpoints to satisfy User's particular requirements for security and accuracy of data input and output, and for maintaining a means external to the Software for the reconstruction of any lost data. Consultant does not assume any responsibility or risk for County's use of the Internet.

CONSULTANT, ITS AFFILIATES AND LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE WILL MEET COUNTY'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA, INCLUDING BUT NOT LIMITED TO COUNTY DATA, WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY USER THROUGH THE SOFTWARE WILL MEET COUNTY'S REQUIREMENTS OR EXPECTATIONS, EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CONSULTANT AND ITS LICENSORS.

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