



RESOLUTION No. 18-547

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND ZAG TECHNICAL SERVICES, INC. INCREASING THE CONTRACT AMOUNT BY \$15,000 FOR A MAXIMUM CONTRACT PRICE OF \$39,223, EXTENDING THE CONTRACT TERM THROUGH JUNE 30, 2019, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, on November 10, 2017, the County Purchasing Agent executed a Personal Services Contract with ZAG Technical Services, Inc for Office 365 Migration services in the amount of \$19,500 for the term November 10, 2017 through December 31, 2018 (PEL3478); and

WHEREAS, on May 10, 2018 additional services requiring contract Amendment No. 1 in the amount of \$4,723 for a contract maximum of \$24,223 were required and entered; and

WHEREAS, the Office 365 Migration continues the services provided by Zag Technical Services, Inc. are necessary for project completion and the County wishes to utilize their technical support for migration services; and

WHEREAS, this amendment would increase the maximum contract price by \$15,000 for a total amount of \$39,223, amends Exhibit A, scope of work, and extends the contract term through June 30, 2019; and

WHEREAS, this amendment will be funded by the Fiscal Year 2018/19 Information Systems budget account 0101-11007-531-7000/521520.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada hereby approves Contract Amendment No. 2 and authorizes the Chair of the Board to execute on behalf of Nevada County the attached Amendment between Nevada County and Zag Technical Services, Inc.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of November, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward Scofield, Chair

11/13/2018 cc: IGS*
AC* (Hold)

12/21/2018 cc: IGS*
AC* (Release)
ZTS, Inc.

AMENDMENT NO. 2 TO CONTRACT PESL 3478

WITH ZAG TECHNOLOGIES SERVICES INC

THIS AMENDMENT is executed this 13th day of November, 2018 by and between Zag Technology Services, Inc. and COUNTY OF NEVADA (herein "County"). Said Amendment will amend the prior agreement between the parties entitled "" executed on November 10, 2017 and amended on May 10, 2018.

WHEREAS, the contract was executed between the County and Contractor to provide O365 Migration services for the period November 10, 2017 through December 31, 2018; and

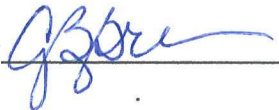
WHEREAS, the parties desire to amend their agreement to allow for additional services increasing the maximum contract price in the amount of \$15,000 and extending the contract termination date to June 30, 2019.

NOW THEREFORE, the parties hereto agree as follows:

1. That this amendment shall be effective as of November 13, 2018.
2. That Section 2 is amended to increase the Maximum Contract Price by \$15,000 to \$39,223
3. That Section 3 is amended to change the contract termination date to June 30, 2019
4. Amend Exhibit A Schedule of Services to add: 3. Provide technical support to migrate approximately 1.3TB of data and Sharepoint 2013 environment to Sharepoint 2016.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

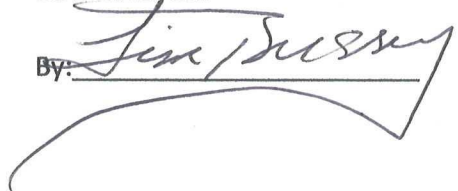
APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By:  _____

By:  _____
Honorable Edward C. Scofield
Chair of the Board of Supervisors

ATTEST:
By:  _____
Julie Patterson Hunter
Clerk of the Board of Supervisors

CONTRACTOR:
By:  _____

This Service Charter is an addendum to the ZAG Master Services Agreement (MSA). In any cases of conflicting terms, the terms of this addendum will supersede those of the MSA.

CONTACTS

Name	Role	Phone	E-mail
Jon Arikata	Technology Strategist	408.383.2084	Jon.arikata@zagtech.com
Banerji Sakkaria	Engineer	408.383.2075	banerji@zagtech.com
Sebastian Roberts	Client Sponsor	530.265.1578	sebastian.roberts@co.nevada.ca.us
Jason Jones	Client Site Contact	530.550.3024	Jason.Jones@co.nevada.ca.us

BACKGROUND

Nevada County of Information wishes to engage ZAG Technical Services to provide SharePoint support to assist with the migration of their on-premise SharePoint 2013 environment. A ZAG resource will work as directed to assist Nevada County.

CURRENT ENVIRONMENT

- Sharepoint 2013

OBJECTIVES

The objectives of this work are to achieve the following:

- Provide technical support to migrate approximately 1.3TB of data and Sharepoint 2013 environment to Sharepoint 2016

CONSTRAINTS

- All services will be provided based on resource availability
- No Service Level Agreement is applied to the scheduling and completion of tasks

SCOPE

This service will consist of the work described below:

- Provide up to \$15,000 of IT support (Sharepoint Migration) as directed by Nevada County

DELIVERABLES

- Up to \$15,000 of IT support for the successful migration of approximately 1.3TB of data and Sharepoint 2013 environment to Sharepoint 2016

PREREQUISITES

Nevada County of Information will have the following configured prior to the start of the service:

- Sharepoint Migration Tool

ASSUMPTIONS

ZAG's services offering above takes into consideration the following assumptions:

- The work performed under this Scope of Work will be conducted from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, at the locations designated in the project scope.
 - Any work outside of this is considered after-hours and requires prior written authorization from Nevada County of Information.
- Key personnel will be available and dedicated to assist ZAG consultants during any required on-site visits. These personnel will be scheduled in collaboration with the Consultant.
- The latest software product media is on-site and available for use. Internet connectivity should also be available to vendor sites.
- All required software licensing should be in place.
- All devices and systems involved in the scope have the necessary network connectivity.

RISK

- No risks identified at this time

SIGN-OFF

On completion of the scope items above, Client will acknowledge the completion of this service request by signing the Service Completion Approval section below. If Client does not accept the completion of services, Client will provide a written explanation within five (5) business days of receipt of the request for completion approval. If ZAG does not receive written notification within this period, services will be deemed "Accepted."

PROFESSIONAL SERVICES FEES

- Not to Exceed**
Total Amount: **\$15,000.00**

If, during project execution, it is determined that the project cannot be completed within the above budget, then Client and ZAG will reevaluate the project scope to identify the remaining tasks and determine an estimated budget for completion. Client will then decide whether or not to proceed. Written approval will be given in the form of a signed Project Change Request (PCR).

This quote will be valid for a period of thirty (30) days from the date noted on title page of this Statement of Work.

SERVICE INITIATION APPROVAL

Nevada County of Information

ZAG Technical Services

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE COMPLETION APPROVAL

Nevada County of Information

Comments: _____

Signature: _____

Name: _____

Title: _____

Date: _____



COUNTY OF NEVADA

PURCHASING DIVISION
 950 MAIDU AVENUE
 NEVADA CITY, CA 95959
 (530) 265-1238 Fax (530) 265-7112
 Federal Excise Tax Exemption #94730213K
 Federal Tax ID #94-6000526

V 109706 FAX: 408-383-2001
 E ZAG TECHNICAL SERVICES INC
 N 645 RIVER OAKS PARKWAY
 O SAN JOSE CA 95134
 R

S NEVADA COUNTY INFORMATION SYSTEMS
 H ERIC ROOD ADMIN. BUILDING 1ST FLOO
 I 950 MAIDU AVENUE
 P NEVADA CITY, CA. 95959
 T
 O ATTN: LANDON BEARD

ORDER DATE: 12/13/17	BUYER: SANDY BALZER	REQ. NO.: 26561	REQ. DATE: 12/08/17
TERMS: NET 30 DAYS	F.O.B.: BEST WAY	DESC.: PERSONAL SERVICES CONTRAC	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	TL	PERSONAL SERVICES CONTRACT FOR OFFICE 365 MIGRATION	19500.0000	19,500.00
02	1.00	TL	BILL TO: ACCOUNTS PAYABLE INFORMATION AND GENERAL SERVICES 950 MAIDU AVENUE NEVADA CITY, CA 95959	.0000	.00
03	1.00	TL	PROVIDE EVIDENCE OF GENERAL & AUTO LIAB INSURANCE IN THE AMT OF \$1 MILLION COMBINED SGL LIMIT ON A PER OCCURENCE BASIS W/ ENDORSEMENT NAMING THE COUNTY AS ADDL INSURED	.0000	.00
04	1.00	TL	CONTRACTOR SHALL PROVIDE EVIDENCE OF WORKERS COMPENSATION INSURANCE	.0000	.00
05	1.00		BILL TO: ACCOUNTS PAYABLE INFORMATION AND GENERAL SERVICES 950 MAIDU AVENUE NEVADA CITY, CA 95959	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	19,500.00
01	0101110075317000 521520	19,500.00	53103000	TOTAL \$	19,500.00
02	0101110075317000 521520	.00	53103000	To avoid delays in payment, please note the Ship to and Bill To information above. Invoices are Net 30. Additional terms and conditions are on the reverse. Any attached contract terms and conditions supercede those on the reverse. This order is authorized by Mary Hall Ross, County Purchasing Agent.	
03	0101110075317000 521520	.00	53103000		
04	0101110075317000 521520	.00	53103000		
05	0101110075317000 521520	.00	53103000		
05	0101110075317000 521520	.00	53103000		

APPROVED BY Sandy Balzer
 PURCHASING AGENT

PESL3478
Req 26561

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

ZAG Technical Services

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Office 365 Migration**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$19,500
 (§3) **Contract Beginning Date:** 11/10/2017 **Contract Termination Date:** 12/31/2018
 (§4) **Liquidated Damages:** n/a

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u>X</u>
	(\$1,000,000) Business Rated	<u>X</u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u>X</u>
(§8)	Worker's Compensation	<u>X</u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u>X</u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

NOTICE & IDENTIFICATION

(§26) Contractor: ZAG Technical Services 645 River Oaks Pkwy San Jose, CA 95134 Contact Person: Raul Martinez (408) 206-5306 e-mail:raul@zagtech.com.com	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Landon Beard (530) 265-1687 e-mail:landon.beard@co.nevada.ca.us Org Code: 0101-11007-531-7000/53183000
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> </u> Other,	<u>X</u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Dba,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> </u>	<u>X</u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. **Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:





Name: _____
Title: **Tim Bussey**
CFO

Dated: December 4, 2017

Dated: 12-12-2017

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor shall assist the county with implementation of Office 365 ProPlus and perform an Office 365 Pilot Email Migration.

1) Office 365 ProPlus

- a) Perform basic configuration of Office 365 tenant
- b) Install and configure Azure AD Connect with filtering
- c) License test accounts for Office 365 ProPlus and Test
- d) Perform basic Admin training on license provisioning

The following items are not included in the standard implementation services, but may be contracted separately as needed.

- ADFS lockdown to control user access to Office 365 using Claims Polices
- Implementing or connecting Office 365 to a Multi-Factor Authentication solution
- Migration of Public Folders to Office 365
- Implementing Load Balancing solutions
- Performance tuning, system optimization, teaming/load balancing of network interface cards or other similar activities
- Configuration of VLAN's on existing network infrastructure
- Installation of any product into an unsupported solution
- Any activities involving fibre channel components, such as switches or host bus adapters
- Integration of network-attached storage boxes or other non-standard hosts
- Upgrades and patches of client operating systems
- Active Directory configuration and data population
- Cleanup of Active Directory accounts and attributes
- Any activities other than those specifically noted in this Scope

2) Office 365 Pilot Email Migration

- a) Review timeline for project
- b) Review resources needed from customer side
- c) Review points of possible end-user impact
- d) Review and confirm logistics
- e) Perform Architecture Review
- f) Review and finalize DNS/Network requirements questionnaire, Active Directory and Exchange Health Check
- g) Verify AD replication is healthy and the presence of all FSMO role holders
- h) Verify there are no critical errors in Exchange
- i) Implement and Configure ADFS and WAP
- j) Configure ADFS on up to 2 pre-provisioned servers provided by the customer in the LAN
- k) Configure WAP (Web Application Proxy) on up to 2 pre-provisioned servers provided by the customer in the DMZ
- l) Assist the customer in configuring any Load Balancing solutions for ADFS
- m) Federate the Office 365 Domains with ADFS
- n) Test the Authentication via ADFS internally and externally
- o) Implement Exchange Hybrid Server
- p) Extend the Schema and Active Directory for Exchange 2016
- q) Install one Exchange 2016 on a pre-provisioned server provided by the customer
- r) Configure the essential functions on the Exchange 2016 server to support a Hybrid deployment
- s) Run the Exchange Hybrid Configuration Wizard
- t) Configure Receive Connectors for Mail Relay
- u) Test the Client Connectivity and Hybrid Mail Flow

- v) Test the Exchange Hybrid functions with fresh test accounts
- w) Migrate a Test Group - up to 5 user mailboxes
- x) Migrate the Test Group
- y) Support any Test Group issues
- z) Migrate the Pilot Group - up to 20 mailboxes
- aa) Migrate the Pilot Group mailbox data
- bb) Cutover the Pilot Group Mailboxes
- cc) Post Migration Support for the Pilot Group
- dd) Knowledge Transfer - Basic Admin Training with Q&A o Including how to use Office 365 reporting on License Usage
- ee) Document - Administrative Basics
- ff) Present findings and recommendations

The following items are not included in the standard implementation services, but may be contracted separately as needed.

- ADFS lockdown to control user access to Office 365 using Claims Policies
- Implementing or connecting Office 365 to a Multi-Factor Authentication solution
- Migration of Public Folders to Office 365
- Implementing Load Balancing solutions
- Performance tuning, system optimization, teaming/load balancing of network interface cards or other similar activities
- Configuration of VLAN's on existing network infrastructure
- Installation of any product into an unsupported solution
- Any activities involving fibre channel components, such as switches or host bus adapters
- Integration of network-attached storage boxes or other non-standard hosts
- Upgrades and patches of client operating systems
- Active Directory configuration and data population
- Cleanup of Active Directory accounts and attributes
- Any activities other than those specifically noted in this Scope.

Responsibilities of Nevada County prior to start of the project.

- Office 365 Licensing Purchased
- Resolution of local user account issues identified. Attribute duplication. Invalid characters in the attributes. Primary UPN to Primary SMTP mismatch
- Resolution of any Active Directory replication issues
- Provision 1 server running Windows Server 2012 r2 or Windows Server 2016 for the AAD Connect. Must be fully patched, networked, and domain joined
- Provision 1 server running Windows Server 2012 r2 or Windows Server 2016 for the Exchange 2016 Hybrid server. Must be fully patched, networked, and domain joined
- Provision 4 servers running Windows Server 2012 r2 for the ADFS and WAP servers. Must be fully patched and networked. ADFS servers must be domain joined.

General Provisions

- The work performed under this Scope of Work will be conducted from 8:00 a.m. to 5:00 p.m., Monday through Friday, at the locations designated in the project scope
- Key personnel will be available and dedicated to assist Contractor during any required on-site visits. These personnel will be scheduled in collaboration with the Consultant or Project Manager
- The latest software product media is on-site and available for use. Internet connectivity should also be available to vendor sites
- All required software licensing should be in place
- All devices and systems involved in the project have the necessary network connectivity
- It is assumed that ADFS will be deployed using a High Availability model consisting of 2 ADFS servers, 2 WAP servers, and a load balancing solution. If this architecture changes then the project will need to be adjusted to account for time and cost changes

Project Sign Off

Contractor will present the Deliverable Acceptance Form on completion of the services described in this contract. If County does not accept the completion of services in this contract, County will provide a written explanation within five (5) business days of receipt of the Deliverable Acceptance Form. If Contractor does not receive written notification within this period, services will be deemed "Accepted."

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

County is utilizing Microsoft vouchers to pay for the part of this engagement. Contractor agrees to accept payment from Microsoft as payment toward amounts owing under this Contract and to cooperate with County and Microsoft as necessary to secure such payment.

Contractor shall be paid on a fixed amount as follows:

1. Office 365 ProPlus	\$3,000
Microsoft voucher funding	<u>(\$3,000)</u>
Total cost to County	\$ -0-
2. Office 365 Pilot Email Migration	\$16,500
TOTAL COST TO COUNTY	\$16,500

Contractor shall submit an invoice upon completion of the project.

Nevada County Information and General Services designates ZAG Technical Services, Inc. (MPN number 545282) as Partner of Record for a minimum period of twelve months. As Partner of Record, additional payments may be made to ZAG by Microsoft based on this work.

**AMENDMENT #1 TO CONTRACT WITH
Zag Technical Services Inc., Contract PESL3478**

THIS AMENDMENT is executed this 10th day of May, 2018 by and between Zag Technical Services, Inc. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Office 365 Migration executed on December 12, 2017 by the Purchasing Agent.

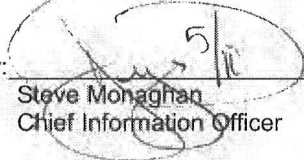
WHEREAS, the parties desire to amend their agreement to allow or provide for an increase in the maximum contract amount; and

WHEREAS, the Purchasing Agent executed a contract with a maximum contract amount of less than \$19,500.00 and Contractor has provided a revised charter to include services in excess of this amount; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of May 10th, 2018.
2. That the Maximum Contract Price set forth at §2 is increased by \$4,723.00 to \$24,223.00.
3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

By:  5/11
Steve Monaghan
Chief Information Officer

Zag Technical Services, Inc.:

By: 