

Recorder's Office Cover Sheet

Recording Requested By:

Name: Daniel Johnson

Department: Technology Services



KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

ePlus Technology, inc.

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and ePlus Technology, inc. ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. **TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date"). Unless earlier terminated as set forth herein, the Contract will remain in effect until July 1, 2021.

2. **INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave;

(6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met. Additionally, the Contractor is not in the classified or unclassified service of the County and has none of the rights or privileges available to officers, employees or other appointees of the County.

3. INDUSTRIAL INSURANCE. (Reserved)

Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

ePlus Technology, inc. has entered into a contract with Douglas County to perform services related to performing a deep discovery of Douglas County's infrastructure to properly assess current workflow, IT posture, cost optimization of current solutions, relevance of available documentation, and architecture in relation to future growth through July 1, 2021, and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

*Douglas County
Technology Services Department
ATTN: IT Manager
Post Office Box 218
Minden, Nevada 89423*

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will provide information technology consulting services and resources to perform a deep discovery of Douglas County's infrastructure to properly assess current workflow, IT posture, cost optimization of current solutions, relevance of available documentation, and architecture in relation to future growth. This will be a dynamic process with an associated priority number based on contingencies. The objectives will be executed in two phases based on priority. The initial Scope of Work / Bulk Services Agreement (Exhibit

A) is in reference to phase one of the Services Summary (as identified Exhibit B). Phase 2 of the Services Summary may be contracted for in the future, dependent on the outcomes and needs identified in Phase 2.

The Services are more particularly described and shall be completed in accordance with **Exhibit A (Scope of Work / Bulk Services Agreement) and Exhibit B (Services Summary)**, hereto. The services to be performed under this contract are limited to those identified in "Phase 1," the parties may amend this contract or enter into a separate contract for the completion of the services identified in Phase 2.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4, above, on a time and materials basis as set forth in Exhibit A for a total cost not to exceed Forty-Nine Thousand, Nine-Hundred and Fifty Dollars (\$49,950.00) for Phase one of the Services Summary (Exhibit B).

Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

6. TERMINATION OF CONTRACT. Either Party may terminate the Contract if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination. The County may terminate this Contract without cause upon 30 days written notice to Contractor.

7. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibit(s) A and B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended.

The terms of the Contract Documents shall, to the extent reasonably practical, be read as complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit A, and finally Exhibit B.

9. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

10. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

11. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

12. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

13. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

14. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records

pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. If contractor believes any material that it supplies is confidential, then Contractor is responsible for marking such materials as confidential and citing the applicable provision under Nevada law which renders it confidential. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

15. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees. Both Mike Walker and Brad Fox agree to be held jointly and severally liable under the terms of this Agreement.

16. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

17. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

18. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

20. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

21. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

22. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

23. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Technology Services
Post Office Box 218
Minden, Nevada 89423

To Contractor: ePlus Technology, inc.
233 Technology Way, Suite 4
Rocklin, CA 95765

24. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

ePlus Technology, inc. Authorized Representative

By: Name: Steven J. Mancini SVP

Title: SVP

(Date) 11/20/2020

Douglas County

By: Name: Patricia A.

Title: County Manager

(Date) Jan 19, 2021

COPY

Exhibit A
Scope of Work / Bulk Services Agreement (Attached)

COPY

ePlus Technology, inc.
www.eplus.com
233 Technology Way, Suite 4, Rocklin, CA 95765



Statement of Work

Douglas County Technology Services
Bulk Services Agreement
Douglas County Technology Services Bulk Services
Agreement-98530
11/9/2020

Maria Bachstein

Contract Manager

Contracting, ITM Services

707-939-0000

contracts@dcets.com

e+ STATEMENT OF WORK

Douglas County Technology Services

This Bulk Services Agreement ("BSA" or "SOW") is made November 9th, 2020 by and between Douglas County, with its principal office located at 1615 8th Street, Minden, NV 89423 (hereinafter referred to as "Customer") and ePlus Technology, inc., a corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business at 13595 Dulles Technology Drive, Herndon, VA 20171 (hereinafter referred to as "Supplier" or "ePlus"). ePlus and Customer may also be referred individually as "Party" or collectively as "Parties."

1.0 OVERVIEW

ePlus will provide to Customer information technology consulting services and resources on a time and material basis when needed for on-site or remote engineering design and support ("Services"). The ePlus engineering hourly rates that apply to this BSA follow below:

JOB ROLE	PRE-SCHEDULED WORK	
	NBH	AFTER HOURS
Engineer	\$120.00	\$180.00
Senior Engineer	\$150.00	\$225.00
Consultant	\$180.00	\$270.00
Senior Consultant	\$215.00	\$322.50
Solutions Architect	\$235.00	\$352.50
Senior Solutions Architect	\$250.00	\$375.00
Lead Technical Architect	\$265.00	\$397.50
Principal Architect	\$285.00	\$427.50
Principle Security Strategist	\$335.00	\$450.00
Project Manager	\$185.00	\$225.00
Senior Project Manager	\$215.00	\$270.00

Notes:

- Pre-Scheduled Work is when Customer notifies ePlus at least three (3) business days in advance of date/time work is required.
- ePlus makes no guarantee that resources will be available to respond to emergency requests. Unscheduled requests will be handled using commercially reasonable efforts only.
- Normal Business Hours (NBH) are defined as Monday through Friday 8am-5pm local time zone, except for ePlus holidays.
- Services delivered during Non-Business Hours, weekend hours, and hours in excess of forty (40) hours per week or eight (8) hours per day will be billed at the overtime rate.

e+ STATEMENT OF WORK

Douglas County Technology Services

- A minimum of four (4) hours shall be charged for any work done onsite.
 - A minimum of one (1) hour shall be charged for any work done remotely.
 - All work shall be billed in 30-minute increments after any minimums have been applied.
 - Travel over fifty (50) miles from 233 Technology Way, Suite 4, Rocklin, CA 95765 could be subject to an additional charge. When travel exceeds a fifty (50) mile radius from assigned work location all travel time will be billed to Customer.
 - All materials used shall be billed separately.
 - Senior ePlus staff providing Services in emerging or specialty technologies will bill at the Architect level or higher.
 - ePlus will assign resources at a bill rate that aligns with the complexity and timeline that is appropriate for the request. Customer will be advised of proposed assignments and bill rates prior to scheduling the work.
 - All requested Services should be pre-scheduled through Heather Mitchell by emailing hmittchell@eplus.com.
 - Services rendered will be deducted from the posted purchase order. Any purchase order issued under this BSA shall expire within one (1) year of issuance.
- Regular statements of the balance of the agreement will be provided. When the balance has been depleted, further Services are conditioned on Customer's issuance of a new purchase order under this BSA. A new agreement or change request is not required unless ePlus' pricing has changed.

2.0 PERIOD OF SUPPLIER PERFORMANCE

COMMENCEMENT AND COMPLETION DATES: from November 9, 2020, to November 9, 2021

Commencement and Completion dates represent a proposed one (1) year term; actual term will be from the date of the purchase order until the expiration of the last purchase order issued hereunder. Either Party may terminate the BSA for any reason on thirty (30) days prior written notice to the other Party. Upon any such termination, ePlus will be paid all fees and expenses which have been incurred or earned in connection with the performance of the Services through the effective date of such termination. Additionally, in the event Customer cancels any Services with less than two (2) weeks prior notice, Customer shall reimburse ePlus for any non-refundable expenses incurred in preparation for such cancelled Services.

3.0 POINTS OF CONTACT

Unless otherwise specified in writing, the primary contacts for Supplier and the Customer shall be:

	EPLUS CONTACT	CUSTOMER CONTACT
NAME	Heather Mitchell	Mark Bedrosian
PHONE/EMAIL	hmittchell@eplus.com	mbedrosian@douglasnv.us

4.0 FEES AND PAYMENT

- 4.1 THE PRICING IN THIS SOW IS VALID FOR SIXTY (60) DAYS FROM DELIVERY TO THE CUSTOMER.
- 4.2 CUSTOMER SHALL PAY, IN ACCORDANCE WITH THE RELEVANT TERMS AND CONDITIONS OF THE AGREEMENT, A FEE FOR SUPPLIER'S PERFORMANCE OF SERVICES FOR THE PROJECT.



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- 4.3 CUSTOMER SHALL PROVIDE ePLUS A PURCHASE ORDER FOR \$49,950.00 TO BE RETAINED AND APPLIED AS SERVICES ARE RENDERED BY ePLUS. CUSTOMER WILL BE NOTIFIED IF PURCHASE ORDER BALANCE IS RUNNING LOW AND NEEDS TO BE REPLENISHED WITH A NEW PURCHASE ORDER.
- 4.4 EXCEPT PURSUANT TO A CUSTOMER REQUEST UNDER SECTION 4.4, CUSTOMER WILL ONLY BE BILLED FOR SERVICES RENDERED, WITH PRIOR CUSTOMER APPROVAL. UNDER NO CIRCUMSTANCES SHALL ANY PURCHASE ORDER FURNISHED BY CUSTOMER BE CONSTRUED AS A MINIMUM PURCHASE COMMITMENT ON THE PART OF CUSTOMER.
- 4.5 AT CUSTOMER'S WRITTEN REQUEST (WHICH MAY BE BY EMAIL) AT ANY TIME, ePLUS MAY INVOICE CUSTOMER FOR THE OUTSTANDING BALANCE OF ANY PURCHASE ORDER ISSUED AGAINST THIS AGREEMENT, AND CUSTOMER AGREES TO PAY SUCH INVOICE WHETHER OR NOT SERVICES HAVE BEEN RENDERED YET. IN THE EVENT OF SUCH PREPAYMENT, ePLUS WILL PERFORM THE SERVICES UPON CUSTOMER'S REQUEST ON OR BEFORE THE EXPIRATION DATE OF THIS AGREEMENT.
- 4.6 PAYMENTS ARE DUE TO ePLUS WITHIN THIRTY (30) DAYS AFTER CUSTOMER'S RECEIPT OF AN INVOICE AGAINST THIS AGREEMENT.

5.0 ACCEPTANCE OF SERVICES

Upon ePlus' completion of a task or Service performed, ePlus shall notify Customer by providing a time sheet for signature or a Milestone/Service Completion Certificate ("MCC"). Customer has five (5) working days from the completion of the Services or task, as applicable, to accept the work performed as being complete. Signing of the time sheet or MCC, or Customer's failure to respond to the time sheet or MCC within the designated five (5) working day period, signifies Customer's acceptance of the task and that Services have been performed in accordance with this BSA. In order to refuse acceptance of the Services, Customer must provide ePlus with full details that show that Services do not conform to the BSA. ePlus shall address such non-conformance in a timely manner and shall compile an action plan to correct any deficiencies. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the BSA.

6.0 DISCLAIMER

- 6.1 ePLUS WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM THE SERVICES, TO THE EXTENT THAT THE FAILURE IS CAUSED BY CUSTOMER'S LACK OF COOPERATION.
- 6.2 ePLUS WILL NOT BE HELD RESPONSIBLE FOR DATA LOSS. BACKUPS SHOULD BE PERFORMED PRIOR TO WORK STARTING. ALL DATA IS THE RESPONSIBILITY OF THE CUSTOMER.
- 6.3 ePLUS WILL NOT BE HELD LIABLE FOR SOFTWARE LICENSE COMPLIANCE. SOFTWARE LICENSE COMPLIANCE IS BETWEEN THE CUSTOMER AND THE SOFTWARE COMPANY.
- 6.4 ePLUS WILL NOT BE HELD FOR ADDITIONAL WORK NOT LISTED IN THIS BSA. AN ADDENDUM MUST BE WRITTEN AND APPROVED BY BOTH ePLUS AND THE CUSTOMER BEFORE ADDITIONAL WORK CAN BE STARTED.
- 6.5 ePLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM HEREUNDER DUE TO CAUSES BEYOND ITS REASONABLE CONTROL (INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, FIRE, FLOOD, WAR, EXPLOSION, SABOTAGE, TERRORISM, EMBARGO, CIVIL COMMOTION, ACTS OR OMISSIONS OF ANY GOVERNMENT ENTITY, SUPPLIER DELAYS, COMMUNICATIONS OR POWER FAILURE, EQUIPMENT OR SOFTWARE MALFUNCTION, OR LABOR DISPUTES).
- 6.6 ePLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE CUSTOM CONFIGURED OR SPECIALIZED HARDWARE OR SOFTWARE NEEDING MODIFICATION BY THE MANUFACTURER.



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6.7 ePLUS WILL NOT BE HELD RESPONSIBLE FOR DELAYS OR FAILURES TO PERFORM RELATED TO THE DATA CONVERSION BEING PERFORMED BY THE CUSTOM CONFIGURED OR SPECIALIZED SOFTWARE MANUFACTURER.

7.0 WARRANTY

ePlus warrants that Services will be performed in a professional and workmanlike manner in accordance with industry standards for service providers under similar circumstances. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. EPLUS DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS BSA (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE), TITLE, NON-INFRINGEMENT OR OTHERWISE, EXPRESS OR IMPLIED.

8.0 LIMITATION OF LIABILITY

IN NO EVENT WILL EPLUS BE LIABLE TO THE CUSTOMER OR ITS AFFILIATES FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EPLUS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, (B) ANY DAMAGES RESULTING FROM LATENT DEFECTS, LOSS OF DATA OR PROFITS, (C) ANY CLAIM WHETHER IN CONTRACT OR TORT, THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO INSTITUTION OF SUIT THEREIN. EPLUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE USE, OPERATION OR PERFORMANCE OF PRODUCTS MANUFACTURED OR LICENSED BY THIRD PARTIES. EXCEPT FOR DAMAGES RESULTING FROM PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGES DIRECTLY RESULTING FROM GROSS NEGLIGENCE, EPLUS' AGGREGATE LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER PURSUANT TO THIS STATEMENT OF WORK. IN NO EVENT SHALL EPLUS BE LIABLE FOR ANY CLAIMS BY A THIRD PARTY. EACH PARTY ACKNOWLEDGES THAT THIS SECTION SETS FORTH A REASONABLE ALLOCATION OF LIABILITY BETWEEN THEM, AND THAT EPLUS' PRICING IS OFFERED IN RELIANCE ON THE WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS BSA.

9.0 OTHER TERMS AND CONDITIONS

Effect of Termination: Termination of this BSA does not relieve Customer's obligations to pay all fees that accrued before termination.

Late Payment Charge and Default: Customer agrees to pay a late payment charge computed at the rate of one and one-half percent (1.5%) per month, or the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount due under this Agreement and/or Purchase Orders. A late payment charge will apply to any amount not received by the due date and continue until all overdue payments, including late charges, are paid in full. Failure by ePlus to assess this charge on one occasion in no way affects its right to do so on another occasion. In the event ePlus must resort to collection, Customer shall be responsible for all collection costs, including legal fees. ePlus reserves its right to review and revise either the credit or the payment terms based on Customer's financial condition or payment history at the time of such review, and Customer agrees to provide all relevant information to affect such review. ePlus further reserves its right to suspend Services for nonpayment by Customer for Services either under this Agreement and/or Purchase Orders.

Assignment: Neither Party may assign this SOW without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this SOW to a corporation controlling, controlled by or under common control with the assigning Party without the prior written consent of the other Party. Notwithstanding the foregoing, ePlus may assign payment for financing purposes without notifying Customer, but Services will not be affected.

Non-Disclosure: "Confidential Information" is information or material disclosed by a party ("Discloser") to the other (Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by ePlus or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after expiration or termination of this Agreement. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; or (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit ePlus from disclosing information required by its suppliers or

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subcontractors in connection with this Agreement. Customer acknowledges that ePlus or its employees and subcontractors may provide similar services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. A Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure.

Non-Solicitation: Customer acknowledges that ePlus has invested significant resources in the training of its employees and that these employees are a valuable resource. Therefore, if ePlus provides Services under this Agreement, Customer agrees that during the term of this Agreement and for a period of eighteen (18) months thereafter, Customer shall not solicit for hire or hire employees of ePlus (or anyone who has been employed by ePlus within the month prior to the date of solicitation). Should such a hiring of an ePlus employee take place, ePlus shall be entitled to liquidated damages and/or compensation directly from the Customer in the amount of 20% of the employee's total annual compensation.

Choice of Law, Attorney Fees and Jury Trial Waiver: The laws of the Commonwealth of Virginia will govern the construction and operation of this SOW without regard to the conflicts of laws and provisions thereof. In the event it is necessary for ePlus to bring legal action due to Customer's non-payment, ePlus shall be entitled to recover all costs of such action, including reasonable attorneys' fees. The Parties hereto waive, and to the extent permitted by law, all rights to a jury trial in any action or proceeding to enforce or defend any rights hereunder.

Severability: The invalidity of any provision of this SOW will not affect the validity and binding effect of any other provision.

Subcontracting: The relationship created hereunder between the Parties shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken that could imply or establish any agency, joint venture, fiduciary, partnership, employment or other relationship between the Parties with respect to the subject matter of this SOW. ePlus retains the right to subcontract any Service described herein to subcontractor(s) of ePlus' choosing, provided that such subcontractor(s) shall possess qualifications equivalent to those of ePlus.

Data Rights and Consents: Customer represents and warrants that it has all right, title and interest in and to any data furnished in connection with the Services and/or that it has obtained all necessary consents, permissions and releases necessary for ePlus to perform its obligations under this SOW.

Integration; Order of Precedence: This SOW constitutes the entire agreement of the Parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between the provisions of this SOW and any exhibits, the provisions of this SOW shall control, except to the extent the provisions in an exhibit expressly provide otherwise. This SOW may be modified only by means of a duly executed written amendment. Neither the terms of any purchase order, invoice, or other instrument documenting a payment or transaction that is issued by either Party in connection this SOW, nor any other act, document, usage, custom, or course of dealing shall modify the terms of this Agreement. This SOW shall be enforceable in accordance with its terms when signed by each of the Parties hereto.



STATEMENT OF WORK

Douglas County Technology Services

10.0 BSA ACCEPTANCE

Each Party hereby acknowledges and confirms that it has read this BSA and accepts and approves the scope of work and terms and conditions. Each Party understands that should additional work be required that by its nature could not have been known or determined at the time this BSA was executed, a mutually agreeable written change order describing the additional work and any related expenses will be required.

This BSA must be signed and returned before work can begin. Please sign and return to ePlus at hmitchell@eplus.com.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.


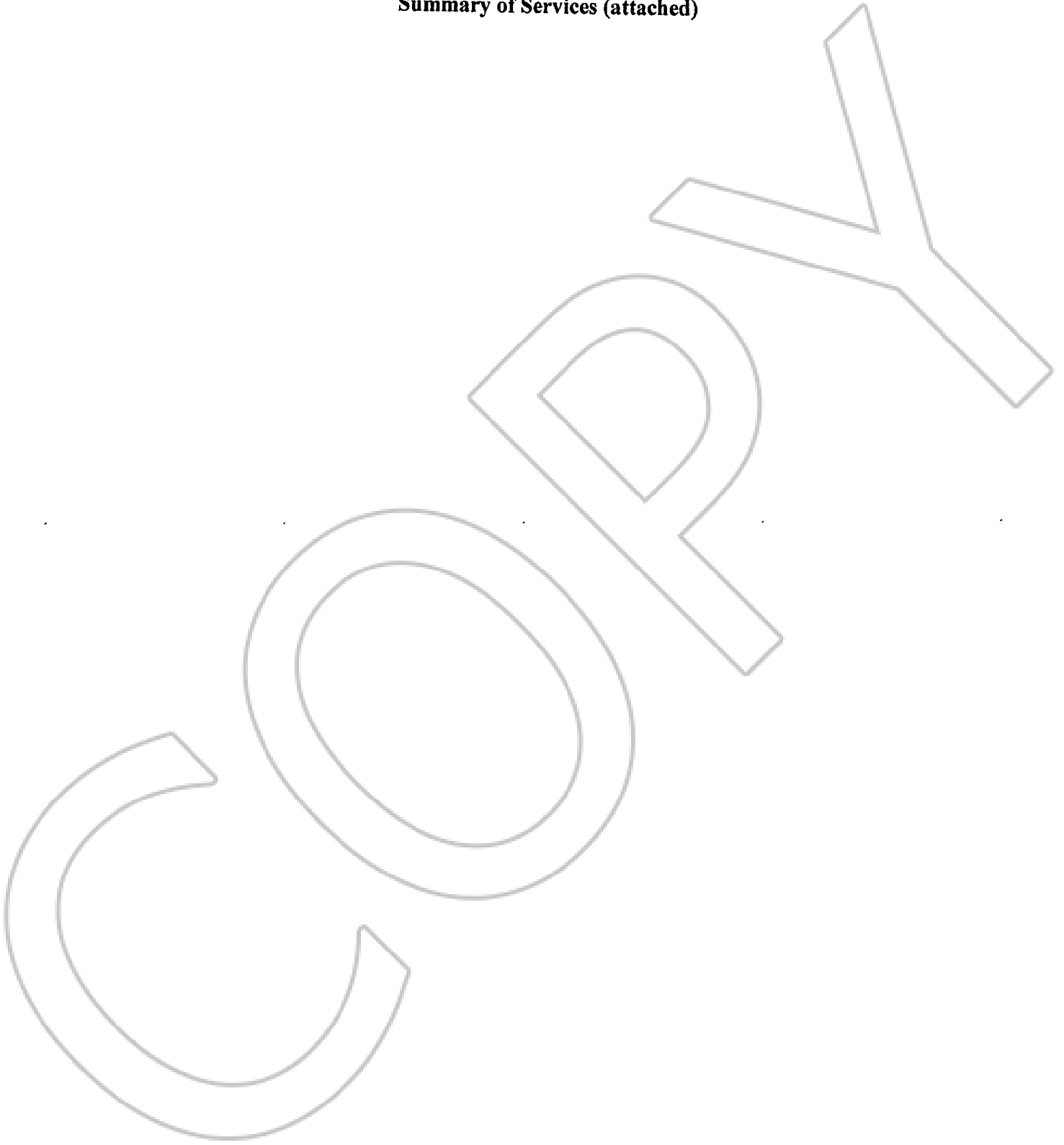
ePlus Technology, inc.		Douglas County Technology Services	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
PRINTED NAME	STEVEN MENGARINI	PRINTED NAME	
TITLE	SENIOR VICE PRESIDENT	TITLE	
DATE	11/20/2020	DATE	
		PO#	

Exhibit B
Summary of Services (attached)



ePlus Technology, inc.
www.eplus.com
233 Technology Way, Suite 4 Rocklin, CA 95765



Services Summary

Douglas County
Services Roadmap



EXECUTIVE SUMMARY

ePlus Technology, Inc. would like to express our sincere appreciation for the opportunity to work with you on your upcoming IT objectives. As a national company with a local presence, we are excited to offer a combination of resources and industry strength unmatched in this region. We at ePlus have a general snapshot of your current IT needs at the County of Douglas and feel we are very well aligned technically to provide exceptional value. At ePlus, we are fortunate enough to have a deep technical bench and extensive experience understanding your needs to have a reliable and high performing IT infrastructure, processes and most importantly, a positive end user experience.

The intent of the proposed hours is to perform a deep discovery of Douglas County's infrastructure to properly assess current workflow, IT posture, cost optimization of current solutions, relevance of available documentation, and architecture in relation to future growth. This will be a dynamic process with an associated priority number based on contingencies. The objectives will be executed in two phases based on priority. The initial BSA is in reference to phase one. The two phases outlined in the accompanying document consist of HPE Infrastructure Analysis, Circuit Analysis, Security Workshop, F5 Analysis, Palo Alto Firewall Analysis, DataCenter Workload Analysis, and a Business Continuity/Data Protection Review. Each objective will have a priority and business outcome as well as a task to create or update documentation relevant to the objective. The goal of this approach is to help Douglas County get an accurate account of these IT systems and methodologies, have updated and accurate documentation for existing and future employees, and create an efficient foundation that will allow future business objectives to be at the forefront without unforeseen hindrances.

DESIGN OBJECTIVES

Based on initial conversation with the Douglas team and following the initial review of current state, ePlus Technology has developed the following technology services roadmap for Douglas County. The goal of these services is to assist Douglas County in establishing optimal foundational components resulting in reduced risk, enhanced operational efficiencies, and position the IT environment for a next generation datacenter.

These recommendations were based on the following design objectives:

- Establish baseline technology foundations
- Provide Healthcheck/ Validation services to further stabilize environment and to ensure optimal operational efficiencies
- Identify Technology overlap and highlight a consolidated strategy for simplifying the overall operational requirements by Douglas Staff
- Help document and validate existing configuration to ensure alignment to best practices
- Identify areas where ePlus can help augment Douglas staff in terms of supporting the existing infrastructure

EPlus is recommending a phased approach to this project. The first phase will focus on performing healthchecks and optimizations to the environment while the second phase will focus on improving overall performance, availability, and recoverability.

Phase 1		
Priority	Services Activity	Estimated # of hours
1	HPE Infrastructure Analysis	64
	<p><i>Objective:</i></p> <ul style="list-style-type: none"> Review existing infrastructure inventory and highlight current health and remaining lifecycle Review HPE IMC and resolve any actionable issues Tune/Optimize HPE IMC to reduce notice and make more effective <p><i>Outcome:</i></p> <ul style="list-style-type: none"> Improved alerting efficiency Identified areas for improvement Network Reliability <p><i>Summary:</i> Discovery of tools (HPE IMC, SolarWinds) and how they are used by operations team complementary outcome. Identify tools and use cases for each. Provide tooling recommendations to achieve operations efficiency. Monitoring, alerting, trend analysis.</p>	
Priority		Estimated # of hours
1A	Circuit Analysis	No Charge
	<p><i>Objective:</i></p> <ul style="list-style-type: none"> Review existing circuit connectivity and make recommendations for improved connectivity with a cost saving over what you are paying today. <p><i>Outcome:</i></p> <ul style="list-style-type: none"> Cost Savings Potential improved services Potential improved performance <p><i>Summary:</i> It is common that ePlus will uncover potential costs saving while at the same time improve service level and performance.</p>	

		Estimated # of hours
2	Security Workshop	No Charge
	<p>Objective:</p> <ul style="list-style-type: none"> Review how Douglas County is Securing their business Review current tools in place and identify potential gaps in Security posture Understand Douglas County Desired Security framework Identify any potential gaps in security posture Introduce potential Services that could enhance Douglas County's current security posture <p>Outcome:</p> <ul style="list-style-type: none"> Define a Security roadmap/Strategy Improve overall Security Posture <p>Summary: Security is top of mind with every customer. ePlus Security team is the best in the business in helping our customers protect their environment from the ever-growing landscape of Security threats.</p>	
Priority	Services Activity	Estimated # of hours
3	F5 - Review and Optimization	40
	<p>Objective:</p> <ul style="list-style-type: none"> Review existing infrastructure inventory and highlight current health and remaining lifecycle Perform Healthcheck and optimization Review Identify existing dataflows and use cases Tune/Optimize <p>Outcome:</p> <ul style="list-style-type: none"> Improved operational efficiencies Identified areas for improvement Identify current/future use cases Establish a solution roadmap <p>Summary: Review and optimize existing F5 Infrastructure and help Douglas County understand how to get the most out of the overall F5 solution set.</p>	

Priority	Services Activity	Estimated # of hours
4	Palo Alto - Review and Optimization	64
	<p>Objective:</p> <ul style="list-style-type: none"> • Review existing firewall policies • Identify areas for improvement • Perform a Best Practices Assessment • Review recommendation and apply as appropriate • Define roadmap • Educate Douglas County around ongoing Palo Alto "Care & Feeding" • Enhanced Knowledge Transfer <p>Outcome:</p> <ul style="list-style-type: none"> • Improved Security efficiency • Identified areas for improvement • More visibility • Improved Capabilities to support Palo Alto Networks Firewalls <p>Summary: End goal should be to realign with current and future business goals. Heavily dependent on business understanding and solution relevance.</p>	
		Estimated # of hours
5	Datacenter Healthcheck/Review	32
	<p>Objective:</p> <ul style="list-style-type: none"> • Perform high level Review of existing Server/Storage Infrastructure • Perform high-level review of VMware environment • Make recommendations for fine tuning/optimization • Validate existing hardware and software infrastructure that support Application Workloads • Validate DC networking requirements that map directly to the network infrastructure improvement/optimization • Best practices review to identify areas of improvements • Document existing environment <p>Outcome:</p> <ul style="list-style-type: none"> • Continued ePlus/Douglas County knowledge transfer 	

	<p><i>Summary:</i> This exercise will provide a baseline configuration of existing Datacenter Infrastructure including the VMware/Hypervisor environment.</p>	
		Estimated # of hours
6	General Support Services	24
	<p><i>Objective:</i></p> <ul style="list-style-type: none"> • Provide access to ePlus resource with varying skillsets and capabilities • Maintain hours on the books to jump in in case of emergency needs • Continual updates of documentation and best practices • Best practices review of areas (TBD) of improvement <p><i>Outcome:</i></p> <ul style="list-style-type: none"> • Continued ePlus/Douglas County knowledge transfer • Access to expertise • More Visibility and Collaboration with ePlus Technology <p><i>Summary:</i> End goal should be to realign with current and future business goals. Heavily dependent on business understanding and solution relevance. ePlus is suggesting having some hours on the books to help as needed.</p>	
	Phase 1 – Estimated Consulting Hours	224 Hours

Phase 2		
Priority	Services Activity	Estimated # of hours
1	Develop plan to Modernize Datacenter	40
	<p><i>Objective:</i></p> <ul style="list-style-type: none"> • Review existing infrastructure inventory and highlight current health and remaining lifecycle • Capture Workload inventory and performance metrics to determine optimal workload placement • Identify application dependencies and availability requirements 	

	<p>Outcome:</p> <ul style="list-style-type: none"> • Reduce overall cost of infrastructure • Leverage optimization tools to make it easier to manage • Reduce the overall risk due to hardware failure • Improve performance & Reliability <p>Summary: By modernizing the datacenter Douglas County will reduce risk, improve efficiencies, and simplify overall operations so that it is easier to support and maintain by existing staff.</p>	
Priority	Services Activity	Estimated # of hours
2	Develop Data Protection / Business Continuity plan	80
	<p>Objective:</p> <ul style="list-style-type: none"> • Review existing data protection strategies • Review current business requirements • Leverage output from DataCenter workload inventory in preparation for a development of Data protection strategy/ Business continuity planning • Review current data protection software to ensure you are optimizing functionality • Work with business to define/determine business requirements specific to data protection / workload recovery • Prepare a comprehensive plan/strategy to meet requirements captured <p>Outcome:</p> <ul style="list-style-type: none"> • Define a plan for recovery of workloads • Validate current capabilities for recovering workloads • Perform gap analysis between existing DP capabilities and desired outcome • Reduce the overall risk of hardware failure, site failure, or security incidents • Improve workload reliability <p>Summary: Establishing a well-defined & tested Business Continuity / DR strategy is crucial for every business. Without one, it is putting the entire organization and its data at considerable risk.</p> <p><i>Please note: ePlus recommends this be moved up in terms of priority and importance.</i></p>	

3	General Support Services	40
	<p>Objective:</p> <ul style="list-style-type: none"> • <i>Provide access to ePlus resource with varying skillsets and capabilities</i> • <i>Maintain hours on the books to jump in in case of emergency needs</i> • <i>Continual updates of documentation and best practices</i> • <i>Best practices review of areas (TBD) of improvement</i> <p>Outcome:</p> <ul style="list-style-type: none"> • <i>Continued ePlus/Douglas County knowledge transfer</i> • <i>Access to expertise</i> • <i>More Visibility and Collaboration with ePlus Technology</i> <p>Summary: End goal should be to realign with current and future business goals. Heavily dependent on business understanding and solution relevance. ePlus feels it is critical to have additional hours on the books during phase 2 to catch any unforeseen activities that need to be addressed throughout the process.</p>	
	Phase 2 – Estimated Consulting Hours	120 Hours

Pricing

DESCRIPTION:		PROJECT AMOUNT:
Phase 1 – IT Infrastructure baseline	Estimated 222 hours with an average rate of \$225/hr	\$49,950
Phase 2 – Workload Inventory and Business Continuity	Estimated 120 hours with an average hourly rate of \$235/hr	\$28,200

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this 20th day of January, 20 21
By Chanya Balda Deputy