

Recorder's Office Cover Sheet

Recording Requested By:

Name: DANIEL JOHNSON

Department: TECHNOLOGY SERVICES



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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

SHI International Corp.

FILED

NO. 2021-121

7-22-21
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

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 **SHI International Corp.**, a New Jersey Corporation registered with the Nevada Secretary of State (NV20131129294) ("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, labor, materials, equipment, and supplies provided by Contractor under an SOW ("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 June 30, 2022.

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. 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:

SHI International Corp. has entered into a contract with Douglas County to perform Services related to network cable remediation through June 30, 2022, 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: Chief Technology Officer
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 perform and provide information technology consulting Services and resources to perform OFFICE 365 MIGRATION & TEAMS CONFIGURATION to include:

- Deployment of Exchange Hybrid Server 2016
- Configuration of Office 365 Tenant for Exchange Online
- Execute Test Plan and validate environment for migration of Exchange 2016 On Premise to Office 365 Exchange Online
- Setup and Configure Microsoft Teams
- Knowledge Transfer

The Services are more particularly described and shall be completed in accordance with **Exhibit A (Scope of Work)**, hereto.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the Services set forth in Paragraph 4 on a time and materials basis (as detailed in Exhibit A, hereto) for a total cost not to exceed \$14,812.50 (“Contract Price”). 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. WARRANTY. Contractor represents and warrants the Services and those work products, reports, documentation, and schedules to be developed and provided by Contractor to County in regard to the Services, as described in the SOW (“Deliverables”) will conform in all material respects to the specifications and requirements therefor as set forth in SOWs and/or this Agreement and will be free of material defects for ninety days commencing with Final Acceptance of the Services and Deliverables unless otherwise specified in the SOW (the "Warranty Period").

If during the Warranty Period, (1) a material defect or nonconformity occurs or appears in the Services or Deliverables, or (2) any part of the Services or Deliverables becomes materially defective or fails due to defects in workmanship, or due to Contractor's negligence, or (3) the Services or Deliverables fail otherwise to materially meet the requirements of the Agreement, upon notification by County, Contractor shall promptly correct any such defects or nonconformities hereunder by repair, replacement or reaccomplishment as determined by Contractor with due regard for the integrity and scheduling of the project (of which the Services is a part) as a whole.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.

7. 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. Either Party may terminate this Contract without cause upon 30 days written notice to the other party.

8. 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.

9. 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. 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.

10. 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.

11. 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.

12. ASSIGNMENT. Neither party will either assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the other party.

13. COUNTY INSPECTION. The financial 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 upon 30 days' written notice. Audits may be conducted at a maximum of one time per 12-month period.

14. 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.

15. 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. 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.

16. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all third party claims, causes of action or liability arising from or related to Contractor's gross negligence, willful misconduct, or violation of law pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

17. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE

AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS UNDER INDEMNIFICATION, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY COUNTY TO CONTRACTOR UNDER THIS AGREEMENT. COUNTY ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. **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: SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

26. **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.

**SHI International Corp.
Authorized Representative**

By: Name: Elizabeth Arnold
Title: Lead Contracts Specialist

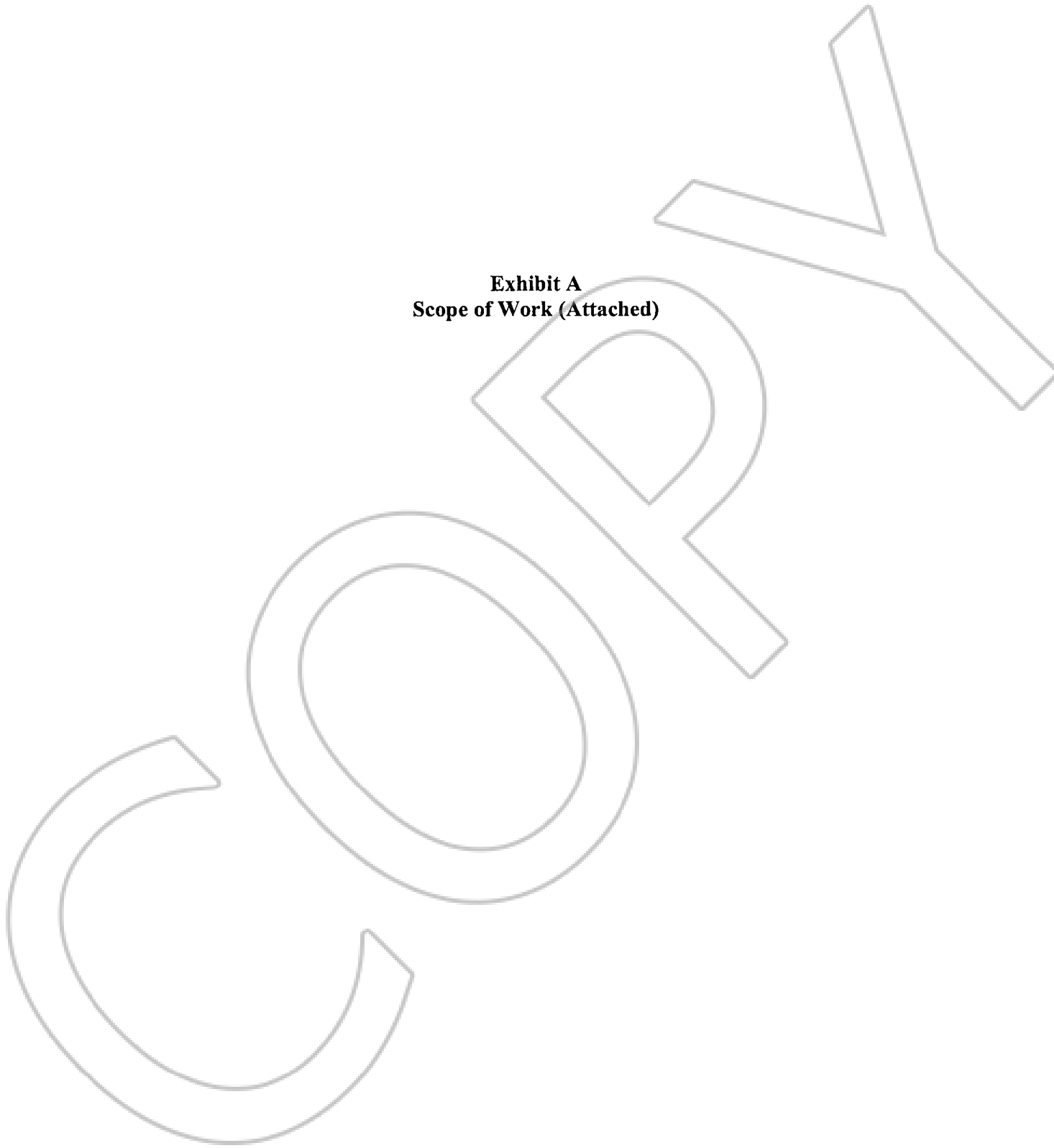
06/17/2021

Douglas County

By: Name: [Signature]
Title: Acting County Manager

(Date) 7/16/21

Exhibit A
Scope of Work (Attached)





OFFICE 365 MIGRATION & TEAMS CONFIGURATION

Statement of Work

Prepared for Douglas County, NV



Account Executive: Jonathan Koffler | Email: Jonathan_Koffler@SHI.com | Phone: 908-421-4011

Proposal Date: 6/18/2021

DOUGLAS COUNTY, NV PROPOSAL FOR SERVICES

1. SCOPE OF SERVICES

Douglas County, NV ("Customer") has engaged SHI International Corp. ("SHI") to assist Douglas County, NV with the following services ("Services") on a time and materials basis:

- Deployment of Exchange Hybrid Server 2016
- Configuration of Office 365 Tenant for Exchange Online
- Execute Test Plan and validate environment for migration of Exchange 2016 On Premise to Office 365 Exchange Online
- Setup and Configure Microsoft Teams
- Knowledge Transfer

2. IN-SCOPE ENVIRONMENT

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

Current Environment

Location:	Exchange 2016 on-premises 2 servers in DAG group
Users:	~550 user
Active Directory:	2012 R2 functional level
Network Information:	Single egress point, all traffic comes through Datacenter and out to the internet
Bandwidth:	500 Mb Fiber link, can be bumped up to 1000/1000 Mb
Mail Relay:	Scan to Email (RICOH, Xerox) Voicemail to Email (Mitel)
Archiving:	Barracuda
Backup:	Rapid Recovery
Mail Hygiene:	Barracuda
PSTs:	yes, ~220
Outlook:	2016/2019 Office patched through KACE appliance (quarterly)

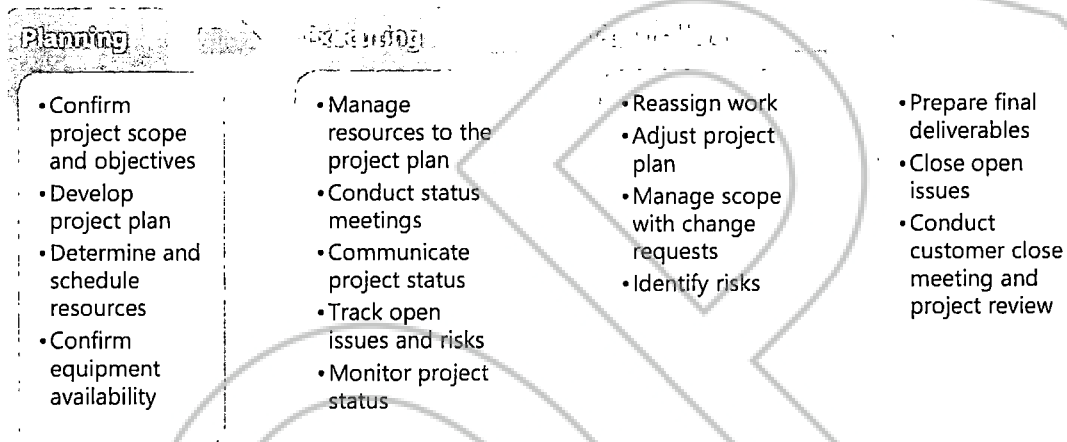
New Environment

Location:

Exchange Online

3. PROJECT MANAGEMENT METHODOLOGY

This project will be managed using the *SHI Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



4. PROJECT DURATION

The estimated project duration is sixty (60) hours*. Note that Time and Materials budgets and durations are estimates. The final project duration is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, the Customer purchase order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 9.

5. PROJECT TEAM

SHI will provide the following resources for this engagement:

Resource	Role	Involvement
Project Manager	Responsible for overall execution of the project. Monitors progress against overall delivery. Primary interface between SHI and Customer.	Part Time
Solution Architect	Responsible for all aspects of technical delivery within the design, build, test, and deploy phases.	Full Time

6. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that Douglas County, NV perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Douglas County, NV is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Statement of Work.
5. Douglas County, NV will provide the necessary hardware to complete the engagement.
6. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from Douglas County, NV.
7. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Douglas County, NV will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Douglas County, NV will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Douglas County, NV will provide the necessary workspace and network access to provide the above services.

11. Douglas County, NV will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Douglas County, NV. All wiring, hardware, and software required to perform the above services are in working order.
13. Douglas County, NV will provide a technical point of contact during the time of this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

7. CUSTOMER RESPONSIBILITIES

Both Douglas County, NV and SHI are responsible for the successful execution of this Project. Douglas County, NV agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Douglas County, NV will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Douglas County, NV in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Douglas County, NV and SHI is made through the SHI project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI may request that meetings be scheduled with Technical Contacts.

- Douglas County, NV will inform SHI of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Douglas County, NV will provide, at no expense to SHI: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- Douglas County, NV is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- Douglas County, NV will provide SHI consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI consultants to independently access the Customer's network to perform the work described in this SOW.

NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI consultants need to perform their work and therefore increase the cost associated with this SOW.

- Douglas County, NV agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

Douglas County, NV will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Investment
Network Administrator	Responsible for the networking environment	Part Time
Exchange Administrator	Responsible for Exchange	Part Time
Active Directory Administrator	Responsible for Active Directory	Part Time

8. OUT OF SCOPE

- On-Site support
- Public Folder migration
- Patching or other maintenance to existing systems
- Remediation of existing major Exchange or Active Directory issues
- Operational, unscheduled, or emergency support
- Resolution of End User Desktop issues
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed

9. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 6/18/2021.

SUMMARY	Hourly Rate	Estimated # of Hours	Total Estimated Fee
PROJECT MANAGER	\$125	22.5	\$2,812.50
SOLUTIONS ARCHITECT	\$200	60	\$12,000.00
TOTAL ESTIMATED FEE			\$14,812.50

On a weekly basis, SHI will submit timesheets to Douglas County, NV for review and approval. Douglas County, NV will have 10 calendar days to dispute any submitted timesheet. After such time, SHI will consider the timesheet approved in abstention. For disputed timesheets, SHI will work with Douglas County, NV to resolve any issues. If SHI and Douglas County, NV are unable to resolve the issue(s) associated with the disputed timesheet(s), SHI and Douglas County, NV will follow the arbitration process outlined in the Master Services Agreement.

Any additional work that is required outside the scope of this SOW shall follow the Change Control Process or initiate a new SOW.

9.1. Billing Terms

SHI will invoice Douglas County, NV monthly (or at project completion, whichever comes first) for services based on the number of hours consumed by SHI and approved by Douglas County, NV since the last invoice. All invoices are due and payable within 30 calendar days of the invoice date.

The total estimated fee does not include applicable taxes. Invoice(s) will include any applicable taxes due.

9.2. Digital Partner of Record

Potential fees, commission or compensation may be received from Microsoft, in connection with the products or services being procured.

10. TRAVEL

No travel is required for this engagement.



11. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the "Contract for Services by an Independent Contractor" ("Agreement") as agreed to by both parties on 06/17/2021.

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

12. CONTACT INFORMATION

Project Point of Contact (Customer Contact)	
Name:	Mark Bedrosian
Email Address:	MBedrosian@douglasnv.us
Phone Number:	775 782-6295
Send Invoices To:	
Name/Department:	Mark Bedrosian
Address:	1616 8th Street
Minden, NV 89423	Minden, NV 89423
Email Address:	MBedrosian@douglasnv.us
Phone Number:	775 782-6295
Can invoices be sent via email?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Work Location	
Address:	Work to be performed remotely

13. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

Douglas County, NV

SHI International Corp

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

22nd day of July, 2021

By [Signature] Deputy

