

Recorder's Office Cover Sheet

Recording Requested By:

Name: Susan Stigart

Department: Technology Services



00175274202310026780060065

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

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

specify: _____

This work order (the "Work Order"), made this 20th day of November, 2023 (the "Effective Date"), is made by and between SHI International Corp., having a place of business at 290 Davidson Ave., Somerset, NJ 08873 ("We", "Us", or "Our"), and County of Douglas, having a place of business at 1616 8th St, Minden, NV 89423 ("You", "Your", or "Customer") (herein collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, We, through our subcontractor Microsoft Services, are in the business of, and have expertise in, providing certain third party IT services (collectively, "Services"), as hereinafter described; and

WHEREAS, You wish to obtain through Us and We wish to provide you such Services; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Support Services and Fees

a. Term.

b. Microsoft Enterprise Support Services will commence on 11/20/2023 (the "Support Commencement Date") and will expire on 11/19/2024 (the "Support Expiration Date").

c. Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at <https://www.microsoft.com/unified-support-services-description>. on Partner's behalf **County of Douglas**. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location

Unified Enterprise Support 2023 24 USA SLG - Enterprise West 11/20/2023 - 11/19/2024		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support
2 ea	Custom Proactive Remote - 1/2	Custom Proactive - Maintain
1 ea	Office 365: Security Optimization Assessment	Assessment Program
Included	Service Delivery Management Extended	Service Delivery Management
3 ea	WorkshopPLUS Remote - Office 365 SharePoint Online: Administration and Configuration - Open Workshop	WorkshopPLUS
1 ea	Onsite Visit	Onsite Support

FILED

NO. 2023-209

11/20/23
DATE

**DOUGLAS COUNTY CLERK
MINDEN, NV**

BY AL DEPUTY

Software Assurance Benefits

Services Summary	Billing Date	Fee
Unified Enterprise Support 2023-24	11/20/2023	\$50,490.00
Unified Proactive Services Add on Unified Proactive Svcs Enterprise Modern Work	11/20/2023	\$47,941.80
Subtotal		\$98,431.80
Flex Allowance		(\$25,500)
One Time Discount		(\$0.00)
Total Fees (excluding taxes)		\$72,931.80

d. Support Services Fees.

The items listed in the table above represent the services that Microsoft will perform for You, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Partner purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

e. Support for Microsoft Products

Microsoft will provide support for Your licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by You or Your Affiliate: i) as indicated below; and ii) during the term of this Agreement. Such products and subscriptions exclude those purchased by any party that is not Your Affiliate as of the Commencement Date of this Agreement.

f. End Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator		
Mark Bedrosian		
Street Address		Contact E-Mail Address
1616 8th Street		Mark.Bedrosian@gov.com
City	State/Province	Phone
MINDEN	Nevada	775 782-6295
Country	Postal Code	Fax
United States	89423	

2. Use, ownership, rights, and restrictions.

a. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site

(<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

b. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to You when performing Support Services (all support, planning and other professional services or advice, including any resulting deliverables, to address a specific issue). "Support Services" means Product support services provided to You under this Work Order. "Support Services" or "services" do not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

c. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Support Services.

d. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with You at the conclusion of Microsoft's performance of Support Services. Upon payment in full for the Support Services, Microsoft grants You a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverables, solely in the form delivered to You and solely for Your internal business purposes, subject to the terms and conditions of this Work Order.

e. Affiliates' rights.

"Affiliate" means with regard to You, any government agency, department, office, instrumentality, division, unit or other entity of Your state or local government that is supervised by or is part of You, or which supervises You or of which You are a part, or which is under common supervision with You; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Your state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

You may be granted the right to sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Your Affiliates may not further sublicense these rights. Your Affiliates' use must be consistent with the license terms contained in this Agreement.

f. Restrictions on use.

You must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, You must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

g. Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

3. Microsoft Professional Services Data Protection Addendum.

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

Microsoft Contact

Contact for questions and notices about this Work Order.

Microsoft Contact Name Danny Bergum	
Phone	Contact E-Mail Address daniel.bergum@microsoft.com

4. Covered Licensing Programs

Below is a list of Customer declared licensed products and cloud services for which Microsoft will provide support services as described within the SSD.

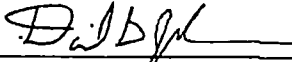
Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
DOUGLAS COUNTY TECHNOLOGY SERV	OPEN	01880193ZZL2012
DOUGLAS COUNTY TECHNOLOGY SERV	OPEN	02679085ZZL2107
DOUGLAS COUNTY INFORMATION SYSTEMS	Select Plus	6211966
DOUGLAS COUNTY, NEVADA	Enterprise 6	69325643
DOUGLAS COUNTY NEVADA INFORMATION TECHNOLOGY DIVISION	Select Plus	6965829
DOUGLAS COUNTY LIBRARY	Open Value	V2014490

Authorization

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

County of Douglas

SHI International Corp.

By: 
Authorized Signature

By: 
Authorized Signature

Daniel G Johnson
Name

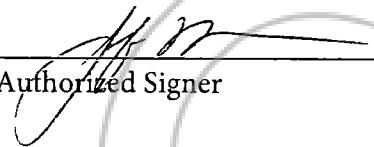
Erin Rose
Name

Chief Technology Officer
Title

Sr. Lead Contracts Specialist
Title

11/14/2023
Date

November 14, 2023
Date


Authorized Signer

Jenifer Davidson
Name

County Manager
Title

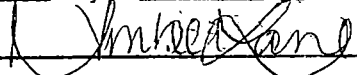
11/21/2023
Date

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

25 day of November, 2023

By  Deputy