

SDR/e-SDR/eFORMS
TECHNICAL SERVICES AND SYSTEMS
MAINTENANCE SUPPORT
AGREEMENT

BETWEEN
THE CALIFORNIA ASSESSORS' ASSOCIATION

AND

Modern iConcepts Inc.
doing business as
MODERN eConcepts

Technical Services and Systems Maintenance Support Agreement

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Technical Services and Systems Maintenance Support Agreement

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TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

This Technical Services/Systems and Maintenance Support Agreement ("Contract") is made and entered into as of the date fully executed by and between the California Assessors' Association, a nonprofit organization of the State of California ("Association"), and Modern iConcepts Inc., doing business as Modern eConcepts, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("Contractor") (Contractor and Association also referred to herein as "Party" or "Parties").

RECITALS

WHEREAS, Contractor desires to provide the Association with IT services, systems support and maintenance as detailed in Attachment A to this Contract ("Scope of Work"); and,

WHEREAS, in exchange for Contractor's services, Association agrees to pay Contractor, and Contractor agrees to bill Association according to the terms set forth in Attachment B, Invoice Instructions and Contractor's Pricing ("Contractor's Pricing") at the hourly rate set forth below;

THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, which includes the Scope of Work, Contractor's Pricing, and Resources provided by Association, set forth at Attachments A, B and C, respectively, and attached hereto and incorporated herein, specifies the terms and conditions by which Contractor will provide IT services and custom software maintenance and development to Association.
2. **Term of Agreement:** Contract term shall be July 1, 2022, through June 30, 2024, unless otherwise terminated as provided herein. Contract may be renewed upon expiration of this initial term, for two (2) additional consecutive one-year terms, upon mutual agreement of Parties. Association is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of Association.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state and county budget approvals; receipt of funds from, and/or obligation of funds by, the State of California to Association member counties and from Association-member counties to Association; and inclusion of sufficient funding for the services hereunder in the budget approved by Association for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Association may immediately terminate or modify the Contract without penalty.
4. **Compensation:** Association will pay Contractor an hourly rate of One Hundred Thirty-Five Dollars (\$135.00) in year one, and year two for services rendered. Contractor's stated hourly rate shall remain in effect through the initial Contract term, ending on June 30, 2024. Should Parties elect to renew Contract for two additional one-year terms, Contractor rate will be One Hundred Fifty (\$150.00) per hour rate for those two terms. Contractor will not bill Association for Contractor's vacation, holidays or training time.

Contractor will not bill Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by

Association. In no event shall amounts paid under this Contract exceed \$385,000.00, plus pass-through expenses estimated at \$40,000.00 for the initial 12-month term beginning July 1, 2022 and \$385,000.00, plus pass-through expenses estimated at \$40,000.00 for the second-year term beginning July 1, 2023 ending June 30, 2024. Payment for services shall be in accord with Contractor's Pricing.

5. **Assignment and Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of Association. Any attempt by Contractor to assign or sub-contract any services or portion of this Contract without the express written consent of Association shall be invalid and shall constitute cause for termination of this Contract.
6. **Coordinating Assessor:** The Association shall appoint a Coordinating Assessor to act as liaison between the Assessor and Contractor during the term of this Contract. Coordinating Assessor may require the removal and replacement of Contractor's personnel upon notification in writing to Contractor. If so notified, Contractor shall remove and replace such personnel within 14 calendar days. Contractor's replacement of personnel is subject to Coordinating Assessor's approval.
7. **Contract Administration:** Coordinating Assessor shall act as the contract administrator. However, only Association is authorized to make changes to this Contract. Coordinating Assessor will provide overall coordination and guidance of the Scope of Services and will address policy issues with Contractor as necessary and appropriate.
8. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Scope of Work and to know the general conditions that may affect such work or costs thereof. Regardless of Contractor's responsibilities in this regard, Contractor is responsible to perform the Scope of Work at the agreed upon rate and according to Contractor's pricing. Association assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by Association are expressly stated in the Contract.
9. **Usage:** Association makes no guarantee to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, and based upon the last usage. Contractor agrees to supply services requested, as needed by Association regardless of quantity of service requested. Orders for Contractor's services will be placed at the sole convenience of Association.
10. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of Association. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of Association.
11. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from the performance of the Scope of Work are to be released by Contractor and/or anyone

acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by Association, except as necessary for the performance of the Scope of Work. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after Association approval.

12. **News/Information Release:** Contractor agrees it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or Scope of Work performed. Contractor must first obtain review and approval of said news media contact from Coordinating Assessor. Any requests for interviews or information received by the media should be referred directly to Coordinating Assessor.
13. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, Association may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor written notice of the breach and give Contractor ten calendar days or such shorter time that may be specified in this Contract to cure the breach;
 - b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by Association any monies disallowed pursuant to the above.
 - c. Terminate Contract immediately without penalty.
14. **Contract Disputes:** Parties shall deal with each other in good faith and attempt to resolve any disputes informally. Notice of any unresolved disputes shall be provided as follows:
 - i. Contractor shall submit to Coordinating Assessor a written demand for a final decision on how the dispute shall be resolved, unless Association, on its own initiative, has already rendered a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information. If such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a signed written statement indicating the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes Association is liable.
 - iii. Pending the final resolution of any dispute related to the performance of the Scope of Work, Contractor's Pricing or this Contract, Contractor will continue to perform under this Contract, including the performance of the Scope of Work. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of Association shall be expressly identified as such, shall be in writing and shall be signed by Coordinating Assessor or his designee. If Association fails to render a decision within 90 days after receipt of Contractor's demand, the Assessor will be deemed to have rendered a final decision adverse to Contractor's demand. Association's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of Association's final decision or one year following the accrual of the cause of action, whichever is later.
15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other all papers, materials, and other properties of

the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non- disruptive business continuation of each Party.

16. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, Association may terminate this Contract.
17. **Expenditure Limit:** Contractor shall notify Coordinating Assessor in writing when the expenditures against the Contract reach 75 percent of the annual dollar limit on the Contract. Association is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless the Association agrees in writing.
18. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Association: San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, Ca. 92415-0311
Attn: Bob Dutton, Coordinating Assessor
Tel: 909-382-3210
Fax: 900-382-3215

Shasta County Assessor
1450 Court St # 208A
Redding, CA 96001
Attn: Leslie Morgan, President CAA
Tel: 530-225-3601
Fax: 530-225-5673

Contractor: Modern iConcepts
160 S Old Spring Road
Suite #225
Anaheim Hills, CA 92808
Attn: Napoleon Dogaru
Tel: 714-388-6276

19. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the

sole and exclusive venue shall be a court of competent jurisdiction located in the county of the Coordinating Assessor and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

20. **Entire Contract; Amendments:** This Contract, including attachments A through C, which are incorporated by reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Association unless authorized by Association in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Association employee or agent, including but not limited to installers of software, shall not be valid or binding on Association unless accepted in writing by Coordinating Assessor or his designee.
21. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax, if such taxes are applicable.
22. **Delivery:** Time of delivery of services is of the essence in this Contract. Association reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.
23. **Patent/Copyright Materials/Proprietary Infringement:** Unless Association agrees otherwise in writing, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. In addition to indemnifying Association as provided below for any such claims, Contractor agrees to pay all costs, damages, penalties and expenses related to or arising from such claim(s), including but not limited to, attorney's fees, costs and expenses.
24. **Non-Discrimination:** Contractor agrees it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
25. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, Association has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by Association of its right to terminate the Contract shall relieve Association of all further obligations hereunder.
26. **Consent to Breach Is Not a Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
27. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
28. **Independent Contractor:** Contractor shall be considered an independent Contractor

and neither Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of Association. Neither Contractor, employees, nor anyone working for Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through Association.

29. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to Association's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Association required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
30. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with Association Certificates of Insurance, including all endorsements required herein, necessary to satisfy Association that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with Association during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, this fact shall be indicated on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by Association.

If Contractor fails to maintain insurance acceptable to Association for the full term of this Contract, Association may terminate this Contract immediately upon giving notice to Contractor.

Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, the California Assessor's Association retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best's Rating of A-/VIII, the agency can accept the insurance.

This policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

	\$2,000,000 aggregate
Professional Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the California Assessors' Association, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the California Assessors' Association shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the California Assessors' Association, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the California Assessors' Association.

All insurance policies required by this Contract shall give the California Assessors' Association 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven

days of notification by Coordinating Assessor, award may be made to the next qualified vendor.

Association expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the Coordinating Assessor as appropriate to adequately protect Association.

Association shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with Association incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Association shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

31. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.
32. **Changes:** Contractor shall make no changes to the Scope of Work without Association's written approval.
33. **Force Majeure:** Contractor shall not be responsible for nonperformance or delay in performance caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to Association within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
34. **Confidentiality:** Contractor agrees to maintain the confidentiality of all Association and Association-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
35. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by Association in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Association. Contractor acknowledges that Association is relying on Contractor to ensure such compliance.
36. **Pricing:** Contractor's Pricing includes full compensation for providing all required services within the Scope of Work in accordance with required specifications, or services as specified herein and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
37. **Terms and Conditions:** Contractor acknowledges that it has read, understands and agrees to all terms and conditions included in this Contract
38. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the

purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

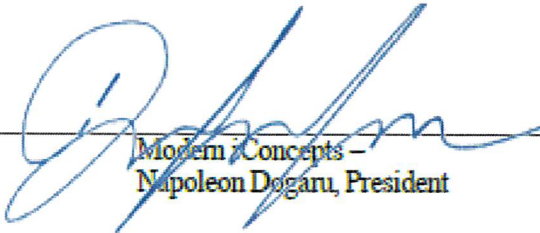
39. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
40. **Calendar Days:** The words "day" or "days" shall mean a calendar day or days rather than a 24-hour period, unless otherwise expressly provided.
41. **Attorney's Fees:** Except for any disputes arising out of paragraph 23 above, the Parties agree to bear their own attorney's fees, costs and expenses arising out of any dispute, action or proceeding to enforce or interpret any provision of this Contract.
42. **Interpretation:** This Contract has been negotiated at arm's length between Parties sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to execute this Contract by the other Party or by any person representing that Party, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the drafter is not applicable and is waived. This Contract shall be interpreted in a manner to effect the purpose of the Parties and Contract.
43. **Authority:** Each Party represents and warrants they are duly authorized to enter this Contract, and further warrants that the below signatories are authorized to enter a legally binding obligation for or on behalf of the Party.
44. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law.
45. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless Association, its elected and appointed officials, officers, employees, agents harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties, attorneys' fees and costs, including but not limited to personal injury or property damage, arising from or related to Contractor's performance of the Scope of Work or this Contract. Contractor's obligation to defend includes Association's right to choose its own attorneys. If a court of competent jurisdiction adjudges Association liable due to Association's active negligence, Contractor and Association agree that liability and any damages payable will be apportioned among the Parties accordingly. Neither Party shall request a jury apportionment.
46. **Ownership of Documents:** Coordinating Assessor and Association have permanent ownership of all directly and indirectly connected and derivative materials and work products produced under this Contract by Contractor. All current software, future add-on software, documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of Association and may be used by Association

as it may require without additional cost to Association. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor other than in connection with the performance of this Contract, without the express written consent of Coordinating Assessor and/or Association as appropriate.

47. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. Coordinating Assessor shall store these records for a period of three years after final payment is received from Association

Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Date:	<u>07/21/2022</u>	California Assessors' Association By:  Bob Dutton, Coordinating Assessor
Date:	<u>07/15/2022</u>	 Modern Concepts - Napoleon Dogaru, President

ATTACHMENT A

SCOPE OF WORK

I. OVERVIEW

A. Background Information:

Contractor shall assist California Assessor's Association by providing IT professional services, custom software development, project tracking and management in the following areas of CAA Shared Services application suites known as: SDR/e-SDR/BPSV and e-Forms.

II. CONTRACTOR RESPONSIBILITIES

A. Taxpayers Help Desk Support:

The contractor will provide limited taxpayers help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR) Taxpayers Help Desk Support with/for:
 - a. Online filing process for supported forms and schedules
 - b. Online filing process issues troubleshooting and resolution
 - c. SDR bulk fillers upload process
 - d. SDR bulk fillers SDR Schema Q&A and support
 - e. Taxpayer's online services as user activation, password resets and other users administrative related functions.
 - f. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
 - g. Taxpayer's data scanning and troubleshooting of data related issues.
 - h. Taxpayers change requests on approved by county data issues.
 - i. Off Filing Season Help Desk Support Hours
 - i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
 - ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
 - j. During Filing Season Help Desk Support Hours
 - i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
 - ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
 - k. All phone and email inquiries response are based on staff availability
 - l. All phone and email inquiries are replied with a status within 24 hours
2. E-Forms CAA Shared Service Taxpayers Help Desk Support with/for:
 - a. Online form downloads process and navigation
 - b. Online form downloads process issues troubleshooting and resolution
 - c. Taxpayer's data scanning, troubleshooting and resolution of data related issues.
 - d. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
 - e. Annual Help Desk Support Hours
 - i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
 - ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
 - f. All phone and email inquiries response are based on staff availability
 - g. All phone and email inquiries are replied with a status within 24 hours

B. County Users Help Desk Support:

The contractor will provide limited county users help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR/BPSV) County Users Help Desk Support with/for:
 - a. Taxpayer Portal Online filing process for supported forms and schedules
 - b. Taxpayer Portal Online filing process issues troubleshooting and resolution
 - c. Taxpayer Portal SDR bulk fillers upload process
 - d. County user's online services as user activation, password resets and other users administrative related functions.
 - e. County Portal and Taxpayer Online features support, Q&A and training
 - f. Data scanning, troubleshooting and resolution of data related issues.
 - g. County change requests on data issues.
 - h. Users Training and Demos
 - i. Off Filing Season Help Desk Support Hours
 - i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
 - ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
 - j. During Filing Season Help Desk Support Hours
 - i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
 - ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
 - k. All phone and email inquiries response are based on staff availability
 - l. All phone and email inquiries are replied with a status within 24 hours
2. E-Forms CAA Shared Service County Users Help Desk Support with/for:
 - a. Online form downloads process and navigation
 - b. Online form downloads process issues troubleshooting and resolution
 - c. County Portal and Taxpayer Online features support, Q&A and training
 - d. Data scanning, troubleshooting and resolution of data related issues.
 - e. County change requests on data issues.
 - f. Annual Help Desk Support Hours
 - i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
 - ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
 - g. All phone and email inquiries response are based on staff availability
 - h. All phone and email inquiries are replied with a status within 24 hours

C. System Infrastructure Support:

The contractor will provide limited system infrastructure support services related for both SDR and e-Forms CAA Shared Service. This support is constricted and limited by the fiscal year budget assigned. The infrastructure is defined as the platform where both SDR and e-Forms are operating, this includes production, testing and development environments. Those services include the following:

1. Microsoft Azure Services daily monitoring of SDR and e-Forms production and test environments.
2. Microsoft Azure Services configuration adjustments and management.
3. Microsoft Azure Services configuration updates and upgrades.
4. Microsoft Azure Services issues troubleshooting and resolutions in collaboration with Microsoft Azure support services.
5. Microsoft Azure Services daily operations tasks need for SDR and e-Forms to operate.
6. SDR and e-Forms Applications deployments to production and test environments
7. Maintenance of production, test and development environments.

8. Development environment and required services setup.
9. Development workstations and required tools setup.
10. Development environment issues troubleshooting and resolutions.
11. Development environment updates and upgrades.

D. Applications Operations Support:

The contractor will provide limited application operations support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Daily tasks needed by both SDR and e-Forms to operate:
 - a. Execute batches processes requires by both SDR and e-Forms systems
 - b. Execute backups
 - c. Execute needed configurations adjustments to Microsoft Azure services
 - d. Email and phone calls taxpayers support tickets triaging
 - e. Email and phone calls county users support tickets triaging
 - f. Project management tasks
2. Annual operation tasks needed by both SDR and e-Forms to operate:
 - a. BOE forms templates adjustments and updates
 - b. SDR annual Equipment Category and Depreciation Factors updates
 - c. SDR New filling season setup and deployment
 - d. e-Forms new lien year setup and deployment
 - e. Adjustments and enhancements triaging for the new filing season
 - f. SSL/TLS Certifications renewals and Domain renewals
 - g. Projects FY planning and budgeting
3. Ad Hoc required tasks needed by both SDR and e-Forms to operate:
 - a. Execute and verify counties data change requests
 - b. Execute and verify taxpayers' data change requests
 - c. Data Recovery when needed
 - d. Urgent tasks needed to be executed to ensure no interruption of operations
 - e. County users' announcements
4. Application Deployment and Release management.
 - a. Deployment and Release announcements

E. Applications Maintenance Support:

The contractor will provide limited application maintenance support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications changes and updates. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Software Defects related tasks needed by both SDR and e-Forms:
 - a. Defects Analysis and Reproductions
 - b. Defects Development
 - c. Defects Tracking
 - d. Defects Testing
2. Software Enhancements related tasks needed by both SDR and e-Forms:
 - a. Enhancements Analysis
 - b. Enhancements Requirements

- c. Enhancements Development
 - d. Enhancements Tracking
 - e. Enhancements Testing
- 3. Application Data related tasks needed by both SDR and e-Forms:
 - a. Database Performance and Tuning
 - b. Database Migrations
 - c. Database Testing
 - 4. Application User Acceptance Testing
 - a. UAT Planning
 - b. UAT Efforts
 - c. UAT Defects tracking

F. Project Management:

Contractor shall assist with technical project supervision and management on software projects for which Association decides Contractor has sufficient expertise. The contractor will provide project management services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

- 1. Project Planning.
- 2. Timelines Planning
- 3. Effort Triaging and Tracking
- 4. Effort and Cost Tracking
- 5. Release Reports
- 6. CAA required Reports
- 7. Project Meetings
- 8. Project Documentation
- 9. Client Coordination
- 10. Project Administration

G. Projects Expense Management:

The contractor will provide project expenses management related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

- 1. Applications related expenses tracking
- 2. Applications related expenses invoicing services

H. Out of Scope Work:

The contractor will identify any work that is considered out of scope and provide a detailed estimate to coordinating assessor and CAA for approval prior of any effort consumed. The estimate will contain a total estimated labor hours at the rate schedule listed below and a total estimated pass-through expense, such as equipment, software, services and any other reasonable costs required to complete the out of scope work order. Once the work is approved and signed off by coordinating assessor or CAA, the contractor will start the work order. Within 25% of the initial estimated cost consumed the contractor can provide one final cost adjustment in the event new items are identified to increase the overall cost for the given work order. The contractor will wait for approval of the cost adjustment before continuing with work order effort. In case the adjustment is denied then contractor will bill only for the work completed up to the cost adjustment.

Staff Title	FY 2022-23	FY 2023-24	Additional one-year terms
	Rate Per Hour	Rate Per Hour	Rate Per Hour
Application Tester	\$100	\$100	\$110
Analyst	\$100	\$100	\$110
Level 1 Help Desk	\$100	\$100	\$110
Sr. Business Analyst	\$135	\$135	\$150
Sr. Project Manager	\$135	\$135	\$150
Sr. Programmer/Developer	\$135	\$135	\$150
Sr. DBA	\$135	\$135	\$150
Sr. System Engineer	\$135	\$135	\$150
Special Skill	Market	Market	Market

Examples for Out of Scope work can be the following:

1. SDR forms (571L/LA/F/A/R) excessive changes by state regulation that the effort required to implement them exceeds the SDR assigned fiscal year effort for such work.
2. SDR support for more forms and schedules i.e. business, vessel and airplane property.
3. SDR Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the SDR assigned fiscal year effort for such work.
4. e-Forms (111 forms) excessive changes by state regulation or CAA that the effort required to implement them exceeds the e-Forms assigned fiscal year effort for such work.
5. e-Forms Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the e-Forms assigned fiscal year effort for such work.
6. Infrastructure changes and updates in Microsoft Azure Services that will result in excessive effort required to comply and support those changes and updates, exceeding the assigned fiscal year budget for such work.
7. SDR/e-SDR/BPSV and e-Forms projects changes and procedures demanded by CAA that will result in excessive effort required to comply and support, exceeding the assigned fiscal year budget for such work.

ATTACHMENT B

INVOICE INSTRUCTIONS AND CONTRACTOR'S PRICING

INVOICING AND PAYMENT

Contractor shall submit invoices monthly in arrears in acceptable detail and format that includes services performed, number of hours expended and amount being invoiced as may be requested by Coordinating Assessor.

Invoices must reference this Contract and must clearly specify the services performed.

Contractor shall submit two invoices to the Coordinating Assessor. Each invoice shall have a unique number and will include the following information:

Invoice Format

- A. Name and Address of Contractor;
- B. Name of Association;
- C. Address of Association;
- D. Contract Number/Price Contract Number
- E. Contractor's Federal I.D. Number;
- F. Date of Service;
- G. Service Description (material and labor);
- H. Billable Hours;
- I. Hourly Rate and an Extended Dollar Amount

Contractor shall endeavor to format invoices so that Association may easily match invoice charges against the pricing in this Contract.

Responsibility for providing an acceptable invoice rests with Contractor.

Payment will be thirty days after receipt of an invoice in a format acceptable to Association.

Responsibility for providing an acceptable invoice rests with Contractor.

Invoices submitted prior to completion of work that do not state all of the required information may be returned to Contractor for corrective action.

Each invoice shall be reviewed, verified and approved by Coordinating Assessor prior to payment to ensure that the billing is consistent with the compensation provisions of this Contract. Association will pay Contractor within the normal processing schedule of Association's accounts payable section or sooner.

Contractor shall send invoices to:

San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, CA 92415-0311
Attn: Bob Dutton, Coordinating Assessor

ATTACHMENT C
ASSOCIATION SUPPLIED ITEMS AND RESOURCES

Association shall supply Contractor with the following

1. Source code and licenses necessary for the maintenance and development of shared services project.

**FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS**

1. PARTIES AND DATE.

This First Amendment to the Technical Services/Systems and Maintenance Support Agreement (“**Amendment**”) is made and entered into this 28th day of June, 2024 (“**Effective Date**”), by and between the **California Assessors’ Association**, a nonprofit organization of the State of California (“**Association**”) and **Modern iConcepts Inc.**, doing business as **Modern eConcepts**, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 (“**Contractor**”), and are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Amendment.

2. RECITALS.

2.1 Agreement. Association and Contractor entered into that certain Technical Services/Systems and Maintenance Support Agreement with a term from July 1, 2022 through June 30, 2024 (“**Agreement**”), whereby Contractor agreed to provide IT services, system support and maintenance, as detailed in Attachment A to the Agreement.

2.2 Amendment. Association and Contractor desire to amend the Agreement for the first time to provide for an extension of the term to the Agreement. The Agreement term expires on June 30, 2024. The intent of the Parties, via this Amendment, is to extend the term of the Agreement for continued services and update the compensation to a quarterly billed flat annual fee for the extended 2-year term.

3. TERMS.

3.1 Term of Agreement. Section 2 of the Agreement titled “Term of Agreement” is amended to replace in full the first sentence to the follow italicized text:

Contract term shall be July 1, 2024 through June 30, 2026, unless otherwise terminated as provided herein.

3.2 Compensation. Section 4 of the Agreement titled “Compensation” is amended and replaced in full by the following italicized text:

Compensation, listed below, shall be an annual flat fixed cost for the services described in Attachment A, the Scope of Work and shall be allocated as follows.

<i>SDR/e-SDR/BPSV</i>	<i>Annual Fixed Rate:</i>	<i>\$225,000.00</i>
<i>E-Forms</i>	<i>Annual Fixed Rate:</i>	<i>\$144,000.00</i>

Total Annual Fixed Rate: \$369,000.00

Contractor shall bill the Association quarterly a flat fee for services rendered based on a proportional share of the annual fixed rate. Contractor shall not bill the Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by the Association. In no event shall amounts paid under this Contract exceed \$369,000.00, plus pass-through expenses estimated at \$40,000.00, annually. Payment for services shall be in accord with Contractor's pricing.

3.3 Notice to the Association. Section 18 of the Agreement titled "Notices" is amended to delete the first Association contact "Bob Dutton" and his associated address and replaced with the following contact information.

Attn: Vice President
California Assessors' Association
1540 River Park Drive Suite 211
Sacramento, CA 95815-4608

Phone: (916) 634-4203

3.4 Insurance. Section 30 of the Agreement titled "Insurance Provisions" is amended to add the following coverage:

Coverage

Cyber Liability

Minimum Limits

\$5,000,000 per occurrence

The cyber liability policy shall contain the same endorsements as required for the Commercial General Liability policy. The members of the Association and their respective counties shall be similarly added as an additional insured for all coverage required under this Agreement.

3.5 Signatories. The Association's signatory as written "Bob Dutton, Coordinating Assessor" under the Signature Page is amended and replaced by "Christina Wynn, California Assessors' Association President."

3.6 Scope of Work. For the extended term of the Agreement, as defined in this Amendment, any out of scope work, as described in *Section H* of Attachment A to the Agreement, shall be done at the Rate Per Hour listed under the "Additional one-year terms" rate structure, equaling \$150 per hour for senior staff and \$110 per hour for junior staff.

3.7 Invoice Instructions. Attachment B titled "Invoice Instructions and Contractor's Pricing" is amended in the following ways:

- a. The first sentence is replaced in full by the following italicized text: *Contractor shall submit invoices quarterly in arrears in acceptable detail and format that includes services performed and amount being invoiced as may be requested by Vice-President. Any references in the original contract to Coordinating Assessor are herewith amended to Vice President.*
- b. Under the **Invoice Format** section, delete listed item H. “Billable Hours” and item I. “Hourly Rate and an Extended Dollar Amount” in their entirety without replacement.
- c. Replace the name “Bob Dutton” and associated address under the “**Contractor shall send invoice to:**” with the following:

CAA c/o Shared Systems
1540 River Park Drive, Suite 211
Sacramento, CA 95815

3.8 Reduced Scope of Work. For the extended term of the Agreement, as defined in this Amendment, the following shall be required, as opposed to any language that would indicate otherwise in the Agreement.

Contractor shall provide quarterly flat fee billing for all invoicing.
Contractor shall provide quarterly Association updates reports.
Contractor shall provide quarterly reduced project status reports.
Contractor shall provide one annual project report.

3.9 Counties. The Parties recognize that Contractor may receive information from Association’s members and their respective counties. Such entities shall be considered Association’s agents or contractors under this Agreement and such counties shall be express third party beneficiaries of the Agreement. Without limiting any of the foregoing, Contractor understands and agrees that it may receive confidential information from each county and shall treat such information in the same manner as confidential information received from the Association. However, Contractor shall only share such county confidential information as directed by such county and in accordance with all applicable law.

3.10 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.11 Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.12 Successors. This Amendment shall be binding on and shall inure to the benefit of the Parties, their successors, and assigns.

3.13 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[Signature Page Follows]

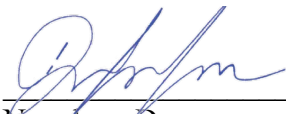
**SIGNATURE PAGE TO
FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CALIFORNIA ASSESSORS' ASSOCIATION

By: _____
Christina Wynn
President

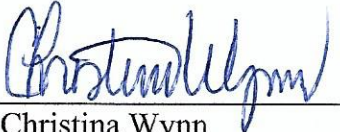
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

By:  _____ 07/01/2024
Napoleon Degaru
President

**SIGNATURE PAGE TO
FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CALIFORNIA ASSESSORS' ASSOCIATION

By:  7/01/2024
Christina Wynn
President

MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

By:  07/01/2024
Napoleon Degaru
President