



NOTICE OF THE OPERATIONS COMMITTEE MEETING/SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, May 17, 2024 at 9:30 AM

AGENDA

LOCATIONS:

Open Session to start at or after 9:30 a.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Public Participation:

The public may attend this meeting in-person or remotely using the following methods:

On a computer or smart device, go to: <https://marinwater.zoom.us/j/86822995553>

By phone, dial: **1-669-444-9171** and use Webinar ID: **868 2299 5553**

HOW TO PROVIDE PUBLIC COMMENT:

During the Meeting: Typically, you will have 3 minutes to make your public comment, however, the board president may shorten the amount of time for public comment due to a large number of attendees. Furthermore, pursuant to Government Code, section 54954.2 (the Brown Act), the Board may not take action or discuss any item that does not appear on the agenda.

-- **In-Person Attendee:** Fill out a speaker card and provide to the board secretary. List the number/letter (ex: 6a) of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

-- **Remote Attendee:** Use the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9. The board secretary will use the last four digits of your phone number to call on you (dial *6 to mute/unmute).

In Advance of the Meeting: Submit your comments by email in advance of the meeting to boardcomment@marinwater.org. To ensure that your comment is provided to the Board of Directors prior to the meeting, please email your comment 24 hours in advance of the meeting start time. Comments received after this cut off time will be sent to the Board after the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

AGENDA ITEMS:

1. Call to Order and Roll Call

2. Adoption of Agenda

3. Public Comment on Non-Agenda Matters

This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Board.

4. Regular Items (9:50 a.m. – Time Approximate)

a. Minutes of the Operations Committee Meeting/Special Meeting of the Board of Directors on April 5, 2024

RECOMMENDATION: Approve the minutes

b. Asphalt Concrete Paving Restoration and Concrete Work Contract (CN 2031)

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the Asphalt Concrete Paving Restoration and Concrete Work Contract

c. Capital Improvement Program - 2024 Tiburon Pipeline Replacement Project (D23018)

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Tiburon Pipeline Replacement Project

d. Capital Improvement Program - 2024 Anode Replacement Contract (D24024)

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Anode Replacement Contract

e. Capital Improvement Program - 2024 Anode Well Replacement (D24025)

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Anode Well Replacement Project

f. Microsoft Enterprise Agreement

RECOMMENDATION: Receive an update on Microsoft 365 services and refer to a future regularly scheduled Board meeting for contract award for a three year enterprise agreement

5. Upcoming Meeting

The next Operations Committee Meeting/Special Meeting of the Board of Directors will take place on Friday, June 21, 2024 at 9:30 a.m.

6. Adjournment (10:30 a.m. – Time Approximate)

ADA NOTICE AND HEARING-IMPAIRED PROVISIONS

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water's policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact the Board Secretary/ADA Coordinator at 415.945.1448, at least two business days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

Information agendas are available for review at the Civic Center Library, Corte Madera Library, Fairfax Library, Mill Valley Library, Marin Water Administration Building, and marinwater.org.

Posted: 05-14-2024



NOTICE OF THE OPERATIONS COMMITTEE MEETING/SPECIAL MEETING OF THE BOARD OF DIRECTORS

Friday, April 05, 2024 at 9:30 AM

MINUTES

LOCATIONS:

Open Session to start at or after 9:30 a.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Outside location for Director Matt Samson –United State National Fire Academy, NETC Library, Gaines Conference Room N-213, 16825 South Seton Avenue, Emmitsburg, MD 21727

Public Participation:

The public attended this meeting in-person or remotely using the following methods: on a computer or smart device, <https://marinwater.zoom.us/j/86822995553>, or by phone, 1-669-444-9171, using Webinar ID #868 2299 5553.

AGENDA ITEMS:

1. Call to Order and Roll Call

Chair Larry Russell called the meeting to order at 9:30 a.m.

DIRECTORS PRESENT

Matt Samson

Monty Schmitt (*arrived at 9:32 a.m.*)

Jed Smith

Larry Russell

DIRECTOR ABSENT

Ranjiv Khush

2. Adoption of Agenda

A motion was made by Director Smith and seconded by Director Samson to adopt the agenda.

There were no public comments.

Voting Yea: Directors Samson, Smith, and Russell

Absent: Directors Schmitt and Khush

3. Public Comment on Non-Agenda Matters

There were no public comments.

4. Regular Items

- a. Minutes of the Operations Committee Meeting/Special Meeting of the Board of Directors on March 8, 2024

RECOMMENDATION: Approve the minutes

A motion was made by Director Samson and seconded by Director Smith to approve the minutes.

There were no public comments.

Voting Yea: Directors Samson, Smith, and Russell

Absent: Directors Schmitt and Khush.

- b. Professional Services Agreement with Stantec Consulting Services, Inc. for Engineering Design Services

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for the award of professional services agreement to Stantec Consulting Services, Inc. for design engineering services

Engineering Director Alex Anaya introduced Associate Engineer Matt Steiner, who provided brief presentations on three valve projects involving the proposed assistance of consultants from Stantec Consulting Services. Discussion occurred throughout the presentation.

There were no public comments.

A motion was made by Director Smith and seconded by Director Schmitt to refer this item to be considered for approval at a future Board meeting.

- c. Update on Water Main Breaks in the Distribution System

RECOMMENDATION: Receive staff update on water main breaks in the distribution system

Superintendent of System Maintenance & Support Services Mark Hedeem provided an overview of how the District addresses water main breaks, and Water Quality Manager Lucy Croy spoke about the unplanned discharges when water main breaks occur. There was conversation between the Board and staff during the presentation.

There were no public comments.

This was an information item. The Board did not take any formal actions.

5. Upcoming Meeting

Chair Russell announced that the next Operations Committee Meeting was scheduled for May 17, 2024.

6. Adjournment

There being no further business, the Operations Committee Meeting/Special Meeting of the Board of Directors adjourned at 10:48 a.m.

Board Secretary



STAFF REPORT

Meeting Type: Operations Committee/Board of Directors
Title: Asphalt Concrete Paving Restoration and Concrete Work Contract (CN 2031)
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: May 17, 2024

TYPE OF ACTION: Action Information X Review and Refer

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the Asphalt Concrete Paving Restoration and Concrete Work Contract

SUMMARY: The Asphalt Concrete Paving Restoration and Concrete Work Contract (CN 2031) is for furnishing labor, equipment, and materials for asphalt concrete paving and concrete flatwork restoration associated with water facilities repairs and maintenance performed by the Operations Division. The work will occur at various locations anywhere within the District’s service area in the County of Marin, California. On May 21, 2024, the District will open construction bids for the Project.

Staff will provide the Operations Committee with an update on the work performed to date under the current paving contract. Staff will make a recommendation for contract award of CN 2031 at a future regularly scheduled Board meeting.

DISCUSSION: The Asphalt Concrete Paving Restoration and Concrete Work Contract (CN 2031) is a component of the District’s Paving Program, which utilizes a construction contract to perform asphalt concrete paving and concrete repairs after District crews perform necessary water system maintenance or repairs. The work will occur anywhere within the District’s service area. This contract is estimated to perform more than 400 individual asphalt concrete and concrete site restorations per year. The average restoration size is 300 square feet, while any individual restoration may be significantly greater or less than this average.

Many daily repairs and system improvements performed by District’s crews require excavations in asphalt and concrete. The different city jurisdictions and the county of Marin require that the site be restored to a condition that meets their restoration standards upon completion of work. This restoration work is critical and costly as local jurisdictions are increasingly emphasizing the importance of maintaining and improving the conditions of roadway infrastructure.

The base contract term will cover a 36-month period commencing July 1, 2024 and ending June 30, 2027, and contains two options for the District to extend the contract in 1-year increments for a fourth and fifth year (ending June 30, 2028, and June 30, 2029, respectively). In the event that the District chooses to exercise the option to extend the term of the Contract for an additional year, contract unit prices adjustments are limited by a factor not greater than the Engineering News-Record (ENR) Construction Cost Index (CCI) for the San Francisco Bay Area.

Summaries of the estimated Project costs and schedule are provided below.

Estimated Contract Amounts:

Fiscal Year 2025:	\$4,230,000
Fiscal Year 2026:	\$4,650,000
Fiscal Year 2027:	\$5,120,000
3-Year Total:	\$14,000,000
5% Contingency:	\$700,000
Total Estimated 3-Year budget:	\$14,700,000

Contract Implementation:

Contract Award:	June 4, 2024
3-Year Base Contract Period:	July 1, 2024 - June 30, 2027
Optional 4th Year Extension:	June 30, 2028
Optional 5th Year Extension:	June 30, 2029

ENVIRONMENTAL REVIEW: Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is Categorically Exempt pursuant to CEQA Guidelines Section 15301(c), Existing Facilities. The Project qualifies for exemption pursuant to Section 15301(c), inasmuch as the work consists of repair or maintenance activities to existing streets, sidewalks, gutters, and similar facilities with no expansion of use.

FISCAL IMPACT: Funding for this contract will come from the Operating budget and various capital and reimbursable projects for FY25, FY26 and FY27. Approximately 85% of the total costs of this contract are associated with Fund 10 (Operations), while 10% and 5% of the costs are associated with Fund 20 (Capital Projects) and Fund 40 (Reimbursable Projects), respectively.

Fund Center 10-6220-5810 (construction contracts) is currently budgeted for \$4,406,000 for the 2025 fiscal year. Staff will budget funds for this contract in future fiscal years under various operating and capital fund centers.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Operations Committee/Board of Directors

Title: Capital Improvement Program - 2024 Tiburon Pipeline Replacement Project (D23018)

From: Alex Anaya, Director of Engineering

Through: Ben Horenstein, General Manager

Meeting Date: May 17, 2024

AA *BH*

TYPE OF ACTION: Action Information X Review and Refer

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Tiburon Pipeline Replacement Project (D23018)

SUMMARY: The 2024 Tiburon Pipeline Replacement Project will install approximately 3,490 feet of new pipe to replace old, leak-prone pipe in the Town of Tiburon. District Staff will make a recommendation for the contract award at a future regularly scheduled Board meeting.

DISCUSSION: The 2024 Tiburon Pipeline Replacement Project (Project) is a component of both the District’s Capital Improvement Program and Fire Flow Improvement Program. This Project will install approximately 3,490 feet of 8-inch, 6-inch, and 4-inch welded steel pipe to replace old, leak-prone cast iron pipe installed as early as 1922.

The Project will be constructed in coordination with the Town of Tiburon’s upcoming full depth road restoration project. The Town’s project will grind the street down to a depth of 18 inches prior to resurfacing to the existing grade. The District’s existing water main within the Town’s project limits is shallow buried with approximately 20 inches of cover. By replacing this section of the existing cast iron pipe with new welded steel pipe at a depth of 36 inches, the District will ensure the pipe is not damaged during the Town’s road reconstruction process. This will result in a new reliable and seismically resilient section of distribution main along this section of Paradise Drive. Under the terms of this coordination effort, the Town will waive the requirements for the District to perform the full width road resurfacing requirements along Paradise Drive.

The limits of the Town’s paving project and the District pipeline Project will overlap with a portion of the District’s Fire Flow Improvement Program. Approximately 23% of the Tiburon Pipeline Replacement Project is within one of the identified Fire Flow Improvement Program pipeline replacement project areas. See the Project Budget for a breakdown of estimated cost.

The Project will take place in the locations described in Table 1 and shown on the map provided in Attachment 1.

Table 1
Pipeline Replacement Locations

Street	Length (ft)	Installation Date	Existing Size & Type
Mar West Street	77	1981	8" WSP
Paradise Drive	3413	1922	6" CIP

These street segments were evaluated for the installation of recycled water piping. The nearest existing recycled water pipeline is approximately 12.8 miles away located on the intersection of San Pedro Road and Sequoia Road in the community of Los Ranchitos in San Rafael, CA. The closest waste water treatment plant, Tiburon Sanitary District 5, is located approximately 20 feet away, however, this facility is not equipped to provide tertiary recycle water.

Summaries of the estimated Project’s cost and Schedule are provided below:

Budget:

	<u>Capital Improvement Program</u>	<u>Fire Flow Program</u>	<u>Total</u>
Engineer’s Estimate:	\$1,663,200	\$496,800	\$2,160,000
Contingency (10%):	\$166,320	\$49,680	\$216,000
Materials/Prof. Fees	\$249,480	\$74,520	\$324,000
District Labor/Inspection:	\$182,952	\$54,648	\$237,600
Total Budget:	\$2,261,952 (77%)	\$675,648 (23%)	\$2,937,600 (100%)
Budget Category:	A1A02A	A2A	

Project Implementation:

Project Advertisement:	May 2, 2024
Bid Opening:	May 16, 2024
Project Award:	June 4, 2024
Estimated Completion Date:	December 6, 2024
Duration:	185 days

ENVIRONMENTAL REVIEW: The Director of Engineering has found that the Project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15302 (c), Replacement of Reconstruction and statutorily exempt under 21080.21 Pipelines less than one mile. The Project qualifies for exempt pursuant to Section 15302 (c) inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity and statutorily exempt pursuant to Section 21080.21 since this pipeline replaces less than one mile of pipe.

FISCAL IMPACT: The total cost to complete the 2024 Tiburon Pipeline Replacement Project is estimated at \$2,937,600. Approximately 23% of the pipeline Project will be funded by Fire Flow Improvement Program and 77% will be funded by Capital Improvement Program Project. Funding for the Project will be broken out by the appropriate fund centers.

ATTACHMENT(S):

- 1. Site Map

MARIN MUNICIPAL WATER DISTRICT 2024 TIBURON PIPELINE REPLACEMENT PROJECT TOWN OF TIBURON





STAFF REPORT

Meeting Type: Operations Committee/Board of Directors
Title: Capital Improvement Program - 2024 Anode Replacement Contract (D24024)
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: May 17, 2024

TYPE OF ACTION: Action Information X Review and Refer

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Anode Replacement Contract (D24024)

SUMMARY: The 2024 Anode Replacement Contract will install 59 new magnesium anodes at 53 corrosion test sites throughout the County of Marin to improve cathodic protection of the water distribution system. District staff will make a recommendation for the contract award at a future regularly scheduled Board meeting.

DISCUSSION: The 2024 Anode Replacement Contract is a component of the District’s Capital Improvement Program. The District has approximately 6,930 corrosion test stations throughout the distribution system, most of which utilize magnesium anodes, to prevent corrosion damage to the pipelines. These magnesium anodes extend the useful life of the pipelines by preventing corrosion which cause leaks and costly damage. Magnesium anodes gradually deplete over time and have a typical service life of 20 to 30 years. Once depleted, the anode requires replacement in order to provide adequate protection for the pipeline against corrosion. Maintaining the operation of cathodic protection systems is a cost-effective means of preventing premature failure and/or replacement of pipelines in the distribution system.

The District routinely replaces depleted anodes on an annual or bi-annual basis. Anodes needing replacement are determined by the District’s Corrosion Control Technicians when performing system testing and maintenance, and are based on pipe-to-soil readings and current output readings.

Estimated costs for this project are shown below.

Budget:

Engineer’s Estimate:	\$72,100
Contingency:	\$7,210
Materials:	\$16,800
District Labor/Inspection:	\$23,800
Total Budget:	\$119,910
Budget Category:	A1A01

Project Implementation:

Project Advertisement	April 23, 2024
Bid Opening:	May 9, 2024
Project Award:	June 4, 2024
Estimated Completion Date:	September 2, 2024
Duration:	90 days

ENVIRONMENTAL REVIEW: The Director of Engineering has found that the Project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guideline Section 15302 (c), Replacement of Reconstruction. The project qualifies for exemption pursuant to Section 15302 (c) inasmuch as it is the replacement of cathodic protection involving negligible or no expansion of capacity.

FISCAL IMPACT: The total cost to complete the 2024 Anode Replacement Contract is estimated at \$119,910, which has been identified in the CIP adopted budget.

ATTACHMENT(S): None.



STAFF REPORT

Meeting Type: Operations Committee/Board of Directions
Title: Capital Improvement Program - 2024 Anode Well Replacement (D24025)
From: Alex Anaya, Director of Engineering
Through: Ben Horenstein, General Manager
Meeting Date: May 17, 2024

TYPE OF ACTION: Action Information X Review and Refer

RECOMMENDATION: Review and refer to a future regularly scheduled Board meeting for contract award for the 2024 Anode Well Replacement Project (D24025)

SUMMARY: The 2024 Anode Well Replacement (Project) will rehabilitate the existing anode well and install a new 11-inch diameter, 41-foot deep cathodic protection well in place. District staff will make a recommendation for contract award at a future regularly scheduled Board Meeting.

DISCUSSION: The 2024 Anode Well Replacement Project is a component of the District’s Capital Improvement Program. This Project is for furnishing labor, materials and equipment for the rehabilitation of an existing 40-foot deep cathodic protection well installed in 1965 and located in the City of San Rafael. The District has been coordinating with the County of Marin to install a new cathodic protection anode well in accordance with the County’s regulations. In order to install the planned well in-place, the existing well must be over-drilled at least 1 foot deeper and 1 to 2 inches larger in diameter.

The new anode well will be installed in-place to avoid interference with existing underground utilities present in the vicinity. Magnesium anodes are used to protect the District’s infrastructure by preventing corrosion. Corrosion to District pipelines in this area is expected due to the sodium rich San Francisco bay mud. After many decades in service, the anodes deplete more rapidly, reducing their ability to provide cathodic protection. This anode well is over 59 years old and is due for replacement.

Summaries of the estimated Project costs and Schedule are provided below.

<u>Budget:</u>	
Engineer’s Estimate:	\$165,000
Contingency:	\$16,500
Materials:	\$1,000

District Labor/Inspection: \$15,000
Total Budget \$197,500
Budget Category: A1A01

Project Implementation:

Project Advertisement: May 21, 2024
Bid Opening June 4, 2024
Project Award: June 18, 2024
Estimated Completion Date September 16, 2024
Duration: 90 days

ENVIRONMENTAL REVIEW: The Director of Engineering has found that the Project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guideline Section 15302 (c), Replacement of Reconstruction. The project qualifies for exemption pursuant to Section 15302 (c) inasmuch as it is the replacement of cathodic protection involving negligible or no expansion of capacity.

FISCAL IMPACT: The total cost to complete this Capital Improvement Program, 2024 Anode Well Replacement project is estimated at \$197,500.

ATTACHMENT(S):

1. Site Map

MARIN MUNICIPAL WATER DISTRICT 2024 ANODE WELL REPLACEMENT CITY OF SAN RAFAEL

Section 4. Item #e.



ANODE WELL REPLACEMENT



www.marinwater.org

0 87.5 175 350 Feet

Esri Community Maps Contributors, County of California State Parks, © OpenStreetMap, Micr



STAFF REPORT

Meeting Type: Operations Committee/Board of Directors
Title: Microsoft Enterprise Agreement
From: Bret Uppendahl, Finance Director
Through: Ben Horenstein, General Manager
Meeting Date: May 17, 2024

BH *BU*

TYPE OF ACTION: Action Information X Review and Refer

RECOMMENDATION: Receive an update on Microsoft 365 services and refer to a future regularly scheduled Board meeting for contract award for a three year enterprise agreement

SUMMARY: This Staff Report outlines the proposed Enterprise Agreement between the Marin Municipal Water District and Microsoft for the utilization of Microsoft’s M365 services. The proposed agreement is structured as a three-year commitment with annual payments due on the anniversary date of the agreement each year. The M365 services will be delivered through Microsoft's Commercial Azure public cloud, specifically under the Enterprise Level 3 subscription (E3) and will include license entitlements for up to a total of 250 users. Additionally, the agreement includes subscriptions to the Microsoft Teams collaboration tools, the Microsoft Defender cybersecurity platform and server operating system licensing to support data center operations.

DISCUSSION: The proposed Enterprise Agreement with Microsoft marks a significant step forward in modernizing the District’s IT infrastructure. The benefits of transitioning to M365 cloud services include reduced reliance on ‘on-premise’ hardware, the ability to access files from any location through the cloud, seamless integration between business applications and email, increased security, and the ability to scale up or down based on future needs.

The District is able to “piggyback” on an Enterprise Agreement originally adopted by Riverside County which is leveraged by most public agencies in California due to the favorable terms. The subscription includes M365 cloud services provided through Microsoft's Commercial Azure public cloud platform and is categorized under the Enterprise Level 3 (E3) subscription, tailored for 250 users. The E3 subscription includes the Microsoft Office Suite, hosted exchange for email and calendaring, cloud storage solutions through OneDrive for Business, internal collaboration solutions through Teams and SharePoint Online and a comprehensive suite of mobility and security solutions.

The annual cost of the agreement is subject to potential increases due to a "true-up" process, which accounts for increased usage or the addition of services not included in the initial agreement. This flexibility ensures that the District can adapt to changing needs and scale services accordingly. As outlined below, the current estimate for a total 3 year contract cost is \$434,351, which includes an estimated 20% 'true-up' in years two and three of the contract.

**Table 1
Payment Estimates**

Agreement Year	Summary	Annual Payment
2024-2025	Windows Server OS, SQL Server, Visual Studio, M365 E3 (250 users), Teams Enterprise, Defender	\$119,328
2025-2026	20% True-Up	\$143,193 (Projected)
2026-2027	20% True-Up	\$171,831 (Projected)

The District’s IT Department is actively planning and projecting a complete migration to the M365 cloud services by the end of the current calendar year. This transition is expected to streamline District operations, reduce dependency on outdated software, and provide staff with modern tools to enhance productivity and collaboration.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: Transitioning to M365 services will ultimately allow the District to phase out many of its current legacy software solutions, reducing overall cost and complexity in terms of software maintenance and support. The total three year contract cost is estimated at \$434,351 but will ultimately depend on the District’s utilization rate of Microsoft services. Funding for the annual contract is included in the IT Department Budget for FY 2024-25 and FY 2025-26.

ATTACHMENT(S):

1. Dell Customer Quotation – Microsoft Enterprise Agreement Master #8084445
2. Riverside County Microsoft Enterprise Agreement (Sample)



Dell Customer Confidential

Quotation

Sam Andrews
sam.andrews@dell.com
 512.720.4469

Customer: Marin Municipal Water District
Contract: Riverside County Master Agreement - PSA-0001524 (8084445)
Microsoft Enterprise Agreement (EA) #: New/TBD

Date of Issue: 5/3/2024
Quote Expires: 6/30/2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Section 1- Licenses and Software Assurance

Product Description	Mfg#	Quantity	Unit Price	Ext. Price
SQL Server Standard Core ALng LSA 2core (quantity 2 = 4 cores, the minimum licensing requirement for SQL)	7NQ-00302	2	\$1,479.77	\$2,959.54
Win Server DataCenter Core ALng LSA 2core (quantity 8 = 16 cores, the minimum licensing requirement for Win Svr)	9EA-00039	8	\$288.87	\$2,310.96
Win Server Standard Core ALng LSA 2core (quantity 8 = 16 cores, the minimum licensing requirement for Win Svr)	9EM-00562	8	\$44.97	\$359.76
Visual Studio Ent with GitHub ALng LSA	QEJ-00001	2	\$2,266.25	\$4,532.50
<i>All perpetual licenses you buy on the EA include Software Assurance</i>				

Annual Payment Section 1: \$10,162.76

Section 2- Monthly Subscriptions

Product Description	Mfg#	Quantity	Months	Unit Price	Ext. Price
<i>Enterprise Online Services Products</i>					
M365 E3 FUSL No Teams Sub Per User	EP2-07458	250	12	\$29.57	\$88,710.00
<i>Additional Online Services Products</i>					
Power BI Pro Sub Per User	NK4-00002	1	12	\$7.44	\$89.28
Teams Phone Standard Sub Per User	LK6-00004	1	12	\$5.95	\$71.40
Visio P2 Sub Per User	N9U-00002	1	12	\$11.17	\$134.04
Defender O365 P1 Sub Per User	KF5-00002	250	12	\$1.49	\$4,470.00
Teams Enterprise Sub Per User	EP2-07387	250	12	\$5.23	\$15,690.00
Teams Audio Conferencing with Dial Out US/CA Sub Add-on (\$0.00)	NYG-00001	250	12	\$0.00	\$0.00
<i>Note- Commercial Cloud online services</i>					

Annual Payment Section 2: \$109,164.72

Notes: Microsoft Enterprise Agreement (EA) Master#: 8084445	Total Annual Payment Yr 1	\$119,327.48
	Total Annual Payment Yr 2	\$119,327.48
	Total Annual Payment Yr 3	\$119,327.48
	Total of 3 years of Payments	\$357,982.44

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
- 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
- 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
- 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
- 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.
14. Independent Contractor/Employment Eligibility/Non-Discrimination:
- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement 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.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

- 15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dell Marketing L.P., a Texas corporation

By: [Signature] Kevin Jeffries, Chairman Board of Supervisors

By: [Signature] Alison Harrington Senior Commercial Counsel

Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST: Kecia Harper Clerk of the Board

By: [Signature] Deputy

APPROVED AS TO FORM: Gregory P. Priamos County Counsel

By: [Signature] Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit A
Microsoft Enterprise license subscription and services

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
Biz Apps			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
Apps and Infrastructure			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425

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Exhibit B (cont.)
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Dcsktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

<p>Complete this form and return to:</p> <p>Attention: Rick Har E-mail: RHar@rivco.org</p>	<p>Payment should be made to Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501</p> <p>County of Riverside TIN # 95-6000930</p>
--	---

Company Name Dell Marketing L.P.

Name Stacie Becker Title Proposal Manager

Address One Dell Way

City Round Rock Zip Code 78682 Telephone # 512-725-3007

Fax # n/a Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.

Signature

Stacie Becker
Printed Name

September 19, 2019
Date

Proposal Manager
Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	<i>Company name</i>							
RIVCO Contract ID	<i>RIVCO-20800-00x-xx/xx</i>							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

* This is for informational purposes only *

Section 4. Item #.

MSE#:

5-0000004275258

(MSLI
Tracking
Number)

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

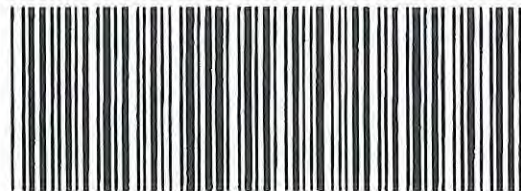
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

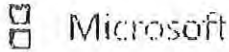
Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

004-kaylead-S-04

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* County of Riverside

Signature* *[Signature]*

Printed First and Last Name* Richard R. Hai



Printed Title Sr. Procurement Contract Specialist

Signature Date* 08/22/2019

Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
BY *[Signature]* 8/22/19
DATE
SUSANNA N. OH

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	8/23/2019

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Microsoft Document Headersheet

* This is for informational purposes only *

Section 4. Item #.

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:



Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

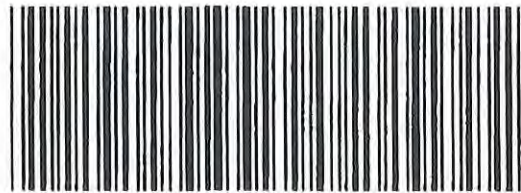
Country:

United States

Account Manager Name / Alias:

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

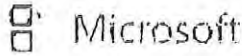
Agreement Number:

Purchase Order Number:

15

Comments:

8/23/2019 9:42:31 PM



Volume Licensing

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; 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; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"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 Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise program works.*

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. **Making copies of Products and re-imaging rights.**

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. **Transferring and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
- (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable, Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal

7. Use, ownership, rights, and restrictions.

- a. **Products.** Unless otherwise specified in a supplemental agreement use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection.

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

- a. **Limited warranties and remedies.**
 - (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
 - (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

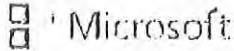
13. *Verifying compliance.*

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.



Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

- This form applies to:
- MBSA
 - Agreement
 - Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861
 Country* USA
 Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
 Contact name*: First Regina Last Funderburk
 Contact email address* RFunderburk@rivco.org
 Street address* 3450 14th Street, 4th Floor
 City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

Section 4. Item #.

* This is for informational purposes only *

MSE#:

5-0000004275258

(MSLI
Tracking
Number)

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

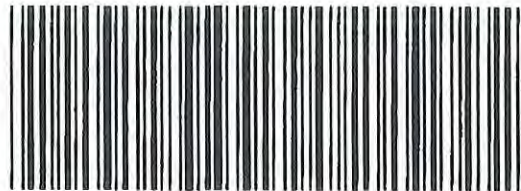
Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

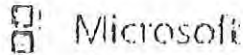
Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

8/23/2019 9:42:40 PM



Amendment to Contract Documents

Agreement Number: 808445

004-kayleed-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

- 1. Section 6(a), "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- 2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CIM-CPT-OPT-FWK	BD
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