

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Orbis Partners, LLC.

_____ ,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Software Licensing, Hosting and Support for Fifty(50) Users for the CaseWorks-YASI software, to include eTraining.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:\$ 69,223.50

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from September 20, 2021 to September 19, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exceptions to County Standard Agreement

Orbis Partners, LLC
Sept. 20, 2021 - Sept. 19, 2024

Agreement ID: Not to exceed: \$69,223.50

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers’ Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s contract administrator and County’s Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|---|--|
| Todd Keating, Chief Probation Officer Monterey County Probation Department | Alex Stringer, Chief Operations Officer Orbis Partners, LLC |
| Name and Title 20 E. Alisal Street Salinas, CA 93901 | Name and Title P.O. Box 934058 Atlanta, GA 31193-4058 |
| Address (831) 755-9313, Fax (831) 759-7246 | Address (888) 682-7720, (843)284-2201 |
| Phone: | Phone: |

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
DocuSigned by:
Anne Brenton
44E083B3FBFA412...

Date: _____
County Counsel
8/26/2021 | 4:52 PM PDT

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Gary Giboney
D3834BFECTD8449...

Date: _____
Auditor/Controller
8/26/2021 | 4:53 PM PDT

Approved as to Liability Provisions³

By: _____
DocuSigned by:
Danielle P. Mancuso
2AFDFB99D2744CC...

Date: _____
Risk Management
8/27/2021 | 8:26 AM PDT

Orbis Partners, LLC

Contractor's Business Name*

By: _____
DocuSigned by:
Alexander P. Stringer
2066074A14E14AD...

(Signature of Chair, President, or Vice-President) *
Alexander P. Stringer, Chief Operations Officer

Date: _____
Name and Title
8/25/2021 | 2:58 PM EDT

By: _____
DocuSigned by:
Logan Greenspan
3C2718FA02FA8F...

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Logan Greenspan, Co-Chief Executive Officer

Date: _____
Name and Title
8/26/2021 | 4:08 PM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

CaseWorks-YASI Assessment & Case Planning

Software License, Hosting & Support, and Training Agreement

1. Parties

Vendor

Orbis Partners
3490 Piedmont RD, suite 304
Atlanta GA 30305
Voice: 613.888.682.7720
Email: info@orbispartners.com

Customer

Monterey County Probation Department
20. E. Alisal Street, 2nd Floor
Salinas, CA
93901

2. Term and Termination

This License, Hosting & Support Agreement is effective as of the installation date of the software for **3 full years**, after which time this Agreement will expire, unless terminated by either party at least ninety (90) days prior to the end of the term, or unless replaced by a new Agreement or an Amendment to this Agreement that is mutually agreed upon by both parties.

3. Software License and Terms of Use

- Subject to compliance with the terms and conditions of this Agreement, Orbis hereby grants to the Monterey County Probation Department ("Licensee") a non-exclusive, non-sublicensable, and non-transferable license during the term to: (i) use the CaseWorks-YASI software ("Software") solely for Licensee's internal business purposes up to the number of authorized users set forth below. Licensee shall use the software only in strict compliance with Orbis's terms of use for such software in this agreement.
- Licensee shall not use the Software for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- The Software may only be utilized by authorized personnel from State of Licensee.
- The number of total Licensee authorized users will not exceed **50**. Additional user accounts can be purchased if desired.
- Orbis will create a user account for each licensed user at Licensee. Users are responsible for maintaining the confidentiality of their password, and must not share passwords with colleagues or other users. Each account is intended for use by a single individual. The number of accounts created cannot exceed the current licensed amount referenced above, unless additional accounts are licensed.
- Users are entirely responsible for data entered while logged into their account.
- Accounts may be transferred to a different user (but not used concurrently) by the software administrator, if a user is taking leave, changes responsibility, or leaves the organization.

- Orbis reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- Licensee acknowledges that, as between Licensee and Orbis, Orbis owns all right, title, and interest, including all intellectual property rights, in and to the Software, including any and all code and components thereof.
- If Licensee or any of its employees or contractors sends or transmits any communications or materials to Orbis by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Orbis is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Licensee hereby assigns to Orbis on Licensee's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Orbis is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

4. **Scope of Hosting and Support**

4.1. **Hosting Services**

4.1.1 **Orbis Servers** Orbis partners will maintain the Software on its hosted servers.

4.1.2 **SSL Encryption** Orbis servers are configured with an identity certificate for SSL encrypted communication between users of the system (via a web browser) and the Orbis servers. This ensures an encrypted session when transferring data to and from the servers. TLS 1.2 is used for securing the browser communication between the client and the hosted solution. Authentication uses TLS 1.2 with an RSA 4096 bit Certificate Key.

4.1.3 **Secured Server, Secured Database** The servers are located at MSFT Azure server facilities, and the servers and databases are administered by Orbis Partners staff, via secure remote desktop connections. For security reasons, the administration of the servers can only be accessed from a static IP address at the Orbis HQ. In addition, firewalls on both ends are used to prevent unauthorized access. Orbis servers are SOC-II, ISO 27001 and FedRAMP certified.

4.1.4 **Hosting Highlights** The following highlights are included with this hosting agreement:

- a) Data is encrypted at rest and in transit
- b) Industry standard server and facility
- c) Fully redundant disk management
- d) Managed Backup solution: Includes file level and snapshot-level backups, accessible in the event of a hardware failure. Backups occur nightly

4.2. Support Services

4.1.1 **Telephone Support** Orbis Partners will provide Licensee with a telephone number to contact Orbis Partners Support Center, which is available from 9:30 a.m. until 5:30 p.m. Eastern Standard Time, Monday through Friday, excluding the following Orbis Partners' observed holidays: New Year's Day (Jan.1), The 3rd Monday in February, Good Friday, Easter Monday, The Monday preceding May 25, July 1 (or July 2 or 3 if the 1st is a weekend day), Labor Day (September) , The 2nd Monday in October, November 11, Christmas Day (Dec.25), and December 26.

4.1.2 **E-Mail Support** Orbis Partners will provide Licensee with one or more electronic mail addresses to which Licensee may submit routine or non-critical support requests, which Orbis Partners will address during its regular business hours.

4.1.3 **Remote Support** When required to properly resolve a support/maintenance request, Orbis Partners will provide remote assistance to Licensee using WebEx or another Web Conferencing/Remote Access tool that is mutually acceptable to both parties.

4.1.5 **Software Updates.** Orbis Partners will provide revisions of and enhancements to maintained software products available to Licensee at no cost above the annual support fees paid by Licensee as such updates are generally released by Orbis Partners.

4.2. Support Limitations

The following are not covered by this License, Hosting & support agreement, but may be separately available at rates and on terms which may vary from those described herein:

- a) Services required due to misuse of the Orbis Partners maintained software products;
- b) Services required by Licensee to be performed by Orbis Partners outside of Orbis Partners' usual working hours; and
- c) Services which relate to tasks other than support/maintenance of Licensee's existing implementation and configuration of Orbis Partners maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;

5. License, Hosting and Support Fees

5.1. The license, hosting and support fees are **\$19,760 for the first year**, billable at the commencement of this contract. Annual fees for years 2-3 will be billed one month prior to the anniversary date each year, at the previous year's rate plus a maximum of 2% (to cover increased costs).

5.2. **Payment Terms.** Licensee will be invoiced for all amounts as they become due. For the duration of this contract, Orbis Partners will send an invoice annually one month prior to the Anniversary Date of the software installation for the next year. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices.

6. Other Terms and Conditions

6.1 **Data Ownership.** Although the software will be hosted and maintained by Orbis Partners Inc., the ownership of the data in the software rests with Licensee.

6.2 **Data Breach** Orbis Partners, Inc. complies with California state breach notification law and will be responsible for all breach notifications and the cost of those, where they

7. Training are responsible for the breach.

Training for up to 50 staff members will be conducted via Orbis' YASI eTraining solution, with virtual live follow-up training sessions provided by a senior Orbis trainer.

7.1 **YASI eTraining** for up 50 users will be billed at the commencement of the contract at the rate of \$8,750 (one-time cost); each of the 50 staff members will receive their own YASI eTraining account so that they can complete the training at their own pace. Note: this rate has been discounted by 50% from our standard rates.

7.2 **Virtual live follow-up training sessions** are included for all 50 users at no additional cost; an Orbis trainer will schedule these complimentary sessions following completion of YASI eTraining.

8. Certification of Authority to Sign Agreement.

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this License, Hosting and Support agreement on behalf of said parties and that this Hosting and support agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT.

CUSTOMER: Monterey County
Probation Department
20. E. Alisal Street, 2nd Floor
Salinas, CA 93901

VENDOR: Orbis Partners
3490 Piedmont RD, suite 304
Atlanta GA 30305

By: _____

By: _____

Title: _____

Date

Date

EXHIBIT B – EXCEPTIONS TO COUNTY STANDARD AGREEMENT

1. Section 6.0, Payment Conditions, Paragraph 6.04, is replaced with the payment conditions under Exhibit A- CaseWorks-YASI Assessment & Case Planning Software License, Hosting & Support, and Training Agreement, Section 5, License, Hosting and Support Fees, Paragraph 5.2, Payment Terms:

Licensee will be invoiced for all amounts as they become due. For the duration of this contract, CONTRACTOR will send an invoice annually one month prior to the Anniversary Date of the software installation for the next year. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices.

2. Section 7.0, Termination, Paragraph 7.1 is replaced with the following termination language under Exhibit A- CaseWorks-YASI Assessment & Case Planning Software License, Hosting & Support, and Training Agreement, Section 2, Term and Termination:

This License, Hosting & Support Agreement is effective as of the installation date of the software for 3 full years, after which time this Agreement will expire, unless terminated by either party at least ninety (90) days prior to the end of the term, or unless replaced by a new Agreement or an Amendment to this Agreement that is mutually agreed upon by both parties.

3. Section 9.0, Insurance Requirements, Paragraph 9.03, Insurance Coverage Requirements, is modified with the following exemptions to the provision of the Auto Liability and Workers Compensation Insurance requirements:

Services being provided by the CONTRACTOR to the COUNTY will be secured hosted software licenses, maintenance, and remote software support, as well as e-training and virtual training. All work conducted will be done from outside of the State of California, therefore CONTRACTOR will not have any staff members OR consultants working in the State of California; and there will be no use of owned or hired automobiles in the provision of services during the term of the Agreement.

4. Regarding Section 10.5, Royalties and Inventions:
This language does not apply to CONTRACTOR'S proprietary software, including YASI and YASI eTraining.

Orbis Partners, LLC
Term: September 20, 2021 – September 19, 2024
Not-to-exceed: \$69,223.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Smith Petrie Carr & Scott Insurance Brokers 600-359 Kent St Ottawa, ON K2P 0R6 | CONTACT NAME: Lana Sentsova PHONE (A/C, No, Ext): 613-366-6558 FAX (A/C, No): 613-237-1179 E-MAIL ADDRESS: lana.sentsova@spcs-ins.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---------------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED MST Canada Services; MST US Services; Orbis Partners LLC 5550 Manotick Main St. Box 520, Manotick ON K4M1A5 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Berkley Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Berkley Insurance Company | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Berkley Insurance Company | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR VVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|--|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | BC06042-2101 | 01/17/2021 | 01/17/2022 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 50,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | BC06042-2101 | 01/17/2021 | 01/17/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Errors & Omissions Liability | | | BC06042-2101 | 01/17/2021 | 01/17/2022 | \$1,000,000 Aggregate \$5,000 Retention |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The County of Monterey, its Officers, Agents and Employees are included as additional insured with respect to Commercial General Liability. Primary and non-contributory clause is included with respect to Commercial General Liability. Limits are in CDN funds.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| County of Monterey Contractual/Purchasing Dept 1488 Schilling Place Salinas, CA 93901 USA | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Lana Sentsova, RIBO, CIP</p> |
|--|--|

Berkley Insurance Company

**This endorsement changes the policy.
Please read it carefully.**

Additional Insured

(Applicable to Commercial General Liability Policy))

In consideration of an Additional Premium of \$0, it is hereby understood and agreed that the following is added as Additional Insured with respect to the Policy, but solely with respect to liability arising out of the operations of the Named Insured.

The County of Monterey, its agents, officers and employees
Contractual/Purchasing Department
1488 Schilling Place
Salinas, CA 93901 USA

Effective From: July 19, 2021 To: January 17, 2022
12:01 A.M. Standard Time at the mailing address of the Named Insured as stated herein.

All other terms and conditions of the policy remain unchanged.

SPO 07 05 47-2

| | |
|-----------------|--------------------------|
| Insured: | MST Canada Services Ltd. |
| Effective Date: | July 19, 2021 |
| Policy Number: | BC06042-2101 |
| Date Issued: | July 28, 2021 |

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Additional Insured – Primary Coverage

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Named of Person or Organization:

**The County of Monterey, its agents, officers and employees
Contractual/Purchasing Department
1488 Schilling Place
Salinas, CA 93901 USA**

- I. Who is an Insured (Section II) is amended to add any Person(s) or Organization(s) listed in the above schedule to whom you are obligated to include as an additional insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.
- II. As respects the coverage provided to the Person or Organization shown in the Schedule, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. – Other Insurance, a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary and noncontributing insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Additional Premium for this coverage applies:

All other terms and conditions of the policy remain unchanged.

CGL 07 05 130-3

| | |
|-----------------|--------------------------|
| Insured: | MST Canada Services Ltd. |
| Effective Date: | July 19, 2021 |
| Policy Number: | BC06042-2101 |
| Date Issued: | July 28, 2021 |

Berkley Insurance Company

This endorsement changes the policy.
Please read it carefully.

Waiver Of The Transfer Of Rights Of Recovery Against Others To Us

Additional Premium \$0

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

Schedule

Name of Person or Organization: Where required by signed contract

Section IV – Commercial General Liability Conditions, 14. – Transfer of the Rights of Recovery Against Others to Us, is deleted and replaced with the following:

14. Transfer of the Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "action" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payment we make for "bodily injury" or "property damage" arising out of your ongoing operations as stated on the declarations page or "your work" done under contract with the person or organization stated in the schedule and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the schedule.

All other terms and conditions of the policy remain unchanged.

SPO 07 05 133-1

| | |
|-----------------|--------------------------|
| Insured: | MST Canada Services Ltd. |
| Effective Date: | July 19, 2021 |
| Policy Number: | BC06042-2101 |
| Date Issued: | July 22, 2021 |