

EASY SMART PAY STANDARD AGREEMENT

This Agreement is made by and between Smart Easy Pay, Inc., doing business as Easy Smart Pay, a California Corporation (hereinafter "CONTRACTOR"), and COUNTY of Lake, a political subdivision of the State of California (hereinafter "COUNTY").

WHEREAS, the COUNTY desires to engage the CONTRACTOR to provide services as described herein; and

WHEREAS, the CONTRACTOR has agreed to provide such services under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. 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, integrate and maintain an independent electronic system whereby qualified taxpayers may pay real property taxes assessed within the COUNTY through monthly installment payments.

2. PAYMENT PROVISIONS:

COUNTY shall pay the CONTRACTOR in accordance with the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of: \$0.00

3. TERM OF AGREEMENT:

I. Initial Term: The term of this Agreement will commence on 11/01/2024, and will continue for a period of two full fiscal years from the commencement date. The Agreement will automatically renew for successive fiscal years unless terminated by either party in accordance with the termination provisions outlined herein.

II. Commencement of Work: This Agreement shall have no force or effect until signed by both parties, with the COUNTY signing last. The CONTRACTOR shall not commence any work prior to the COUNTY's execution of this Agreement.

4. 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/Remittance Provisions

5. PERFORMANCE STANDARDS:

- I. 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.
- II. 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.
- III. 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. TERMINATION:

I. Termination with Notice: Either party may terminate this Agreement for any reason by providing written notice no later than one hundred and twenty (120) days prior to the final property tax installment remittance date of the current fiscal year. The termination will be effective at the conclusion of the current fiscal year.

II. Termination for Cause: Either party may terminate this Agreement immediately upon written notice of a breach of the Agreement's terms, including the responsibilities outlined in Exhibit A. Termination of cause includes failure to perform the obligations specified under this Agreement.

7. INDEMNIFICATION:

Each party shall indemnify, defend, and hold harmless the other party and the other party's CONTRACTOR's, 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 party's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the other party. The Contractor's performance under this section includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8. INSURANCE REQUIREMENTS:

Insurance: Before commencing work under this Agreement, the CONTRACTOR shall furnish the COUNTY with proof of insurance consistent with COUNTY standards and requirements. This shall include, but not be limited to, comprehensive general liability in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, and professional liability insurance in an amount of not less than (\$1,000,000).

9. RECORDS AND CONFIDENTIALITY:

Confidentiality: The CONTRACTOR shall maintain the confidentiality of all proprietary or confidential information provided by the COUNTY and shall not disclose such information without the COUNTY's prior written consent.

10. NON-DISCRIMINATION:

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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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.

11. 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.

12. COMPLIANCE WITH APPLICABLE LAWS:

- I. CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to, all state and federal tax laws that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- II. CONTRACTOR shall report immediately to COUNTY's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the performance of the Services.

13. 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. 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:

CONTRACTOR Representative	COUNTY Representative
Name and Title	Name and Title
<u>Alan Fernandes, Chief Executive Officer</u>	_____
Address	Address
<u>1017 L Street #451, Sacramento, CA 95814</u>	_____
Phone	Phone
<u>916-650-8120</u>	_____

15. MISCELLANEOUS PROVISIONS.

- I. 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.
- II. Amendment: This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the CONTRACTOR.
- III. 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.
- IV. 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.
- V. Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- VI. 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.

- VII. 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.
- VIII. Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- IX. Time is of the essence: Time is of the essence in each and all of the provisions of this Agreement.
- X. Governing Law: This Agreement shall be governed by and interpreted under the laws of the applicable State of California; venue shall be the Lake County.
- XI. 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.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. 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.
- XVI. 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. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- I. The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

II. Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

III. Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

17. SIGNATURE PAGE.

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

CONTRACTOR Representative

COUNTY Representative

Name: Alan Fernandes

Name: _____

Title: Chief Executive Officer

Title: _____

Date: 12/5/2024

Date: _____

DocuSigned by:
ALAN FERNANDES
F5D35F5C8CC7429...

Signature

Signature

Exhibit A Scope of Services/Remittance Provisions

1. Scope of Services

- a. The COUNTY of Lake through its office of Treasurer Tax Collection (herein referenced as "COUNTY") hereby authorizes Smart Easy Pay, dba Easy Smart Pay (herein referenced as "CONTRACTOR"), or its subcontractors, to perform the following tax payment services (collectively, the "Services") to COUNTY:
 - i. CONTRACTOR shall provide, integrate, and maintain an independent electronic system (the "Easy Smart Pay system") whereby qualified taxpayers ("COUNTY Taxpayers") may pay real property taxes on the COUNTY's tax roll (the "Roll") through monthly installment payments to CONTRACTOR.
 - ii. CONTRACTOR shall create and maintain account and payment records for COUNTY Taxpayers participating in the Easy Smart Pay system ("Participating Taxpayers") which are necessary to process tax payments to the COUNTY.
 - iii. On the express condition that a Participating Taxpayer has complied with all CONTRACTOR's terms and conditions, CONTRACTOR shall remit timely tax payments, of such Participating Taxpayer to the COUNTY, based on the remittance option selected in Section C below.
 - iv. CONTRACTOR shall remit full payment to the COUNTY using a batched payment remittance process (CORTAC) or other automated process acceptable to the COUNTY.
 - v. CONTRACTOR shall provide taxpayers with monthly payment options and installments and shall not encourage full year tax payments.
 - vi. CONTRACTOR shall explicitly inform COUNTY Taxpayers, via a written user agreement of all services, costs, policies, terms, and conditions.
 - vii. CONTRACTOR shall prominently disclose they are not a governmental agency, bank, or escrow company.
 - viii. CONTRACTOR shall perform all other services necessary for the proper installation, integration, management, and maintenance of the electronic system, with cooperation from the COUNTY where necessary and as described herein.
 - ix. CONTRACTOR shall send a wire and CORTAC file prior to or on the installment deadline. CONTRACTOR enrollment deadline for taxpayers is seven (7) days prior to the installment deadline.
 - x. CONTRACTOR shall provide adequate notice to COUNTY of any changes to the Investment Policy for the Taxpayer Trust Account.

- b. The COUNTY shall:
 - i. Display the "Monthly Property Tax Payments" option on the COUNTY's property tax website, reflected in a manner equitable to other payment methods, at no cost to the COUNTY.

- ii. Utilize available opportunities to promote the "Monthly Payments" option, including but not limited to, tax bill inserts, press releases, and tax announcements, at no cost to the COUNTY.
- iii. Offer targeted support for taxpayer populations that would benefit from consistent, automated, and secure monthly payments, such as price-sensitive communities, seniors, and credit card users.
- iv. Deliver the current Secured Tax Roll to the CONTRACTOR, at no cost, bi-monthly on the 1st and 15th business days of each month, or on an alternate schedule agreed upon by both parties. If these dates fall on a weekend or government holiday, the COUNTY shall provide the Roll on the nearest business day before or after the scheduled date.