

PROFESSIONAL SERVICES AGREEMENT
[Desktop Support Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2026 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and INTRATEK COMPUTER, INC., a California corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Request for Proposal No. 25-26.24 (the “RFP”) incorporated herein by reference, and the Contractor’s Final Cost Proposal attached as Exhibit “A”, and Contractor’s cost proposal dated June 18, 2026 for bridging services for the period July 1, 2026 through September 30, 2026, attached hereto as Exhibit “B,” which are attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. In the event of any conflict, inconsistency, or discrepancy between the terms of this Agreement and the RFP, any exhibit, attachment, proposal, cost proposal, quotation, or other document incorporated into this Agreement, the terms of this Agreement shall control. No provision contained in any Contractor-provided document shall modify, supersede, limit, or otherwise alter any provision of this Agreement unless expressly set forth in a written amendment executed by City and Contractor.

Steven Scardina, Information Technology Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. a. Contractor's total compensation for all services performed under this Agreement, shall not exceed EIGHT HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS and 98/100 (\$818,732.98) without the prior written authorization of City. Such amount consists of: (1) SIXTY-TWO THOUSAND EIGHTY DOLLARS and 98/100 (\$62,080.98) for bridging services provided during the period commencing July 1, 2026 through September 30, 2026; and (2) SEVEN HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED

FIFTY-TWO DOLLARS and 00/100 (\$756,652.00) for services provided during the Initial Term commencing October 1, 2026 through September 30, 2029. The foregoing not-to-exceed amount does not include compensation authorized for any Extension properly exercised pursuant to Section 2.1.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

2.1 Term and Extension(s)

a. Contractor shall provide bridging services under this Agreement for the period commencing July 1, 2026 through September 30, 2026 (the “Bridging Period”). Notwithstanding the Effective Date of this Agreement, the terms and conditions of this Agreement shall govern all services performed by Contractor for City during the Bridging Period. The Initial Term of this Agreement is three (3) years (the “Initial Term”), commencing October 1, 2026 and expiring on September 30, 2029 (the “Expiration Date”); provided, however, that City has the right to extend the term of this Agreement for the following extensions and upon the following terms:

- First Extension (the “First Extension Term”) commencing October 1, 2029, and terminating September 30, 2030, in an annual amount not to exceed TWO HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$267,500.00);
- Second Extension (the “Second Extension Term”) commencing October 1, 2030, and terminating September 30, 2031, in an annual amount not to exceed TWO HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS and 00/100 (\$275,525.00).

b. The City Manager is hereby authorized on behalf of City to give written notice to Contractor of City’s intention to exercise each Extension (if at all) no later than thirty (30) days prior to the Expiration Date of the then-current term; provided, however, that City’s notice of its intention to extend the term of this Agreement for each Extension shall be expressly conditioned upon and subject to the approval by the City Council, in its sole and absolute discretion, of an amount sufficient to pay the compensation set forth herein for each Extension as part of its annual budget approval process prior to the beginning of each Extension. While the parties acknowledge that City is required to give its notice of intention to extend the term of this Agreement not later than thirty (30) days prior to the Expiration Date of then-current term, it is possible that the City Council’s approval of its annual budget and appropriation of funds for the Extension in question may occur thereafter. Accordingly, if the City Council fails to approve and appropriate funds sufficient to pay the amount of compensation set forth herein for an Extension, this Agreement shall terminate and be of no further force and effect as of the expiration of the then-current term. Notwithstanding anything in this provision to the contrary, in the event City gives Contractor written notice exercising an Extension and City receives notice that appropriation of funds for the Extension in question are not available after Contractor has performed services under the Extension, City agrees that Contractor will be equitably compensated for all services performed under any portion of an Extension through the date of termination of the Agreement.

Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

c. Any Extension, if properly exercised, shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of each Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for each respective Extension.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. Change Orders. No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. Licenses. Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its

subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in exhibits to this Agreement, shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Contractor shall provide the bridging services during the Bridging Period and shall thereafter provide the services required under the RFP commencing October 1, 2026 and continuing throughout the Initial Term, unless earlier terminated or extended in accordance with this Agreement.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **Reserved.**

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. **Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products

produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees' status as an independent contractor and

any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

c. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident or disease. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program. Contractor shall cause its workers' compensation insurer to waive all rights of subrogation against City, its officers, officials, agents, and employees arising from work performed by Contractor under this Agreement and shall provide City with an endorsement evidencing such waiver.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or the full limits of any insurance maintained by Contractor that provides coverage applicable to Contractor's obligations under this Agreement. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or the full limits of any insurance maintained by Contractor that provides coverage applicable to Contractor's obligations under this Agreement. Said insurance

shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. If Contractor maintains insurance coverage or limits in excess of the minimum coverage or limits required by this Agreement, including any excess or umbrella liability insurance or cyber liability insurance, City shall be entitled to the full coverage and limits maintained by Contractor that are applicable to the loss, and City and the other additional insureds, where applicable, shall be entitled to such coverage to the fullest extent permitted by the applicable policy. The insurance requirements contained in this Agreement shall not be construed to limit Contractor's liability or indemnification obligations under this Agreement. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth above, or that otherwise provides coverage applicable to Contractor's obligations under this Agreement, shall provide coverage to City and the other additional insureds to the same extent as the underlying insurance and shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement. The professional liability and cyber liability insurance required by this Agreement may be provided under separate policies or a combined policy, provided that all required coverages and limits are maintained.

g. Contractor shall maintain during the life of this Agreement cyber liability insurance, including coverage for privacy liability, network security liability, data breaches, unauthorized access, security failures, cyber incidents, and the loss, disclosure, alteration, or destruction of electronic data, with limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Such insurance shall include coverage for costs and liabilities arising from notification of affected persons, regulatory investigations and proceedings, forensic investigations, data restoration, and cyber extortion, to the extent commercially available. If such insurance is written on a claims-made basis, Contractor shall maintain such coverage for at least five (5) years following termination or expiration of this Agreement. If Contractor maintains cyber liability insurance with limits greater than the minimum limits required herein, City shall be entitled to the full limits of insurance maintained by Contractor that are applicable to the loss.

h. The insurance policies maintained by Contractor shall be primary insurance and non-contributory with respect to City, its officers, officials, agents, and employees, and no insurance held or owned by City shall be called upon to cover or contribute to any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

i. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

j. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

k. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

l. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

m. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. Notwithstanding anything to the contrary contained in the RFP, any exhibit, proposal, cost proposal, quotation, or other document incorporated into this Agreement, City may for any reason or for no reason, and without cause, terminate this Agreement by giving Contractor not less than thirty (30) days' written notice of termination. City may terminate this Agreement immediately upon written notice for cause, including, without limitation, Contractor's material breach of this Agreement, failure to maintain required insurance, violation of applicable law, unauthorized access to or disclosure of City information or systems, or any act or omission

that City reasonably determines creates a material threat to the security or operation of City systems.

Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Contractor shall take all actions reasonably requested by City to facilitate an orderly transition of services and shall promptly return or deliver to City all City property, records, data, files, credentials, passwords, access information, work product, and other materials in Contractor's possession or control.

Upon the termination of this Agreement, City shall pay Contractor only for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation and any amounts reasonably necessary to protect City against losses, damages, claims, or costs resulting from Contractor's breach. City shall not be liable for any claim of lost profits, anticipated profits, unabsorbed overhead, consequential damages, termination charges, cancellation fees, minimum commitments, or any other amounts arising from or attributable to the termination of this Agreement. City's rights under this Section are cumulative and in addition to any other rights or remedies available under this Agreement or applicable law.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Industrial Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that Contractor:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration; Order of Precedence. This Agreement, together with the documents expressly incorporated herein, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, negotiations, and understandings, whether oral or written, concerning such subject matter. No other agreement or document pertaining to the work to be performed under this Agreement shall modify or amend this Agreement unless expressly set forth in a written amendment executed by City and Contractor.

In the event of any conflict, inconsistency, or discrepancy among the documents comprising this Agreement, the following order of precedence shall apply: (1) the body of this Agreement; (2) the RFP and any City-issued addenda thereto; (3) Contractor's Final Cost Proposal attached as Exhibit "A"; and (4) Contractor's June 18, 2026 cost proposal attached as Exhibit "B." Any term or condition contained in a Contractor proposal, quotation, invoice, acknowledgment, website, click-through agreement, purchase document, or other Contractor-provided document that conflicts with or purports to modify this Agreement shall be void and of no force or effect unless expressly accepted by City in a written amendment executed in accordance with this Agreement. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"

Intratek Computer, Inc.
9950 Irvine Center Drive
Irvine, CA 92618
Attn.: Paul Ramezani

Telephone: (949) 334-4200
E-Mail: pramezani@intrapc.com

"CITY"

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Steven Scardina

Telephone: (714) 744-2283
E-Mail: sscardina@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as original signatures.

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

INTRATEK COMPUTER, INC.,
a California corporation

DocuSigned by:
Paul Ramezani
*By: 9B5241347C724BA
Printed Name: Paul Ramezani
Title: CEO

DocuSigned by:
Bahi Ghobbeh
*By: F0CA9A3BD158477
Printed Name: Bahi Ghobbeh
Title: CFO

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Nathalie Adourian, City Attorney

***NOTE:**

- City requires the following signature(s) on behalf of the Contractor:
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]

RFP 25-26.24- Desktop Support Services

Company Name:	Intratek Computer, Inc.
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		Monthly / Yearly Costs		
Item	Qty.	Description	Monthly Cost	Annual Cost
1.	12	10/1/2026 through 9/30/2027 year 1	\$ 20,400	\$ 244,800
2.	12	10/1/2027 through 9/30/2028 year 2	\$ 21,012	\$ 252,144
3.	12	10/1/2028 through 9/30/2029 year 3	\$ 21,642	\$ 259,708
		GRAND TOTAL	\$ 63,054	\$ 756,652

		Optional Extension Monthly / Yearly Costs		
Item	Qty.	Description	Monthly Cost	Annual Cost
1.	12	10/1/2029 through 9/30/2030 year 4	\$ 22,292	\$ 267,500
2.	12	10/1/2030 through 9/30/2031 year 5	\$ 22,960	\$ 275,525
		OPTIONAL TOTAL	\$ 45,252	\$ 543,024

EXHIBIT “B”

[Beneath this sheet.]



June 18, 2026

Mr. Steven Scardina
City of Orange
300 E. Chapman Avenue
Orange, CA 92866

SUBJECT: AGR-7524 for IT Help Desk Services

Dear Mr. Scardina,

Intratek Computer, Inc. (Intratek) is pleased to submit our cost proposal for year three (3) of the subject contract. We propose to continue a firm fixed price model based on level of effort, as shown in the table below.

	Contract Year 3 07/01/2026 – 09/30/2026
Monthly	\$20,693.66
Total	\$62,080.98

Because this extension is only for three (3) months, we are not increasing the rates. Assigned personnel will receive a rate increase at the start of the new contract on October 1, 2026.

Should you have any questions or require clarification of any portion of this proposal revision, please don't hesitate to contact Jeffrey Hunter at (949) 334-4200 or via email at jhunter@intrapc.com. If desired, our team is available to meet with you in-person to further discuss this revision.

Sincerely,

DocuSigned by:

Paul Ramezani

9B5241347C724BA...

Paul Ramezani
CEO