



County of Santa Clara
Office of the County Executive
Procurement Department
150 W Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA *and*
CML SECURITY
for BOSCH SECURITY CAMERA AND SERVER MAINTENANCE SERVICES**

This Agreement is entered into by and between the County of Santa Clara (the "County") and CML Security ("Contractor") (the "Agreement"), for Bosch Security Camera and Server Maintenance Services.

The effective date of the Agreement is June 1, 2020. The parties, intended to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Bosch Security Camera and Server Maintenance Services

AGREEMENT NUMBER: CW2235838

INITIAL AWARD DATE: June 1, 2020

AGREEMENT TERM: June 1, 2020 through May 31, 2023, unless terminated earlier or otherwise amended, with option by County to renew for two additional one-year periods.

COMMODITY NAME/CODE: Computer Hardware Maintenance or Support/81111812
Maintenance or Support Fees/81112201

AUTHORIZED USER: Office of the Sheriff (SHF)

COUNTY DEPARTMENT CONTACT: Maroun Akiel, IT Manager
Office of the Sheriff
Phone: (408) 808-4664
Email: maroun.akiel@shf.sccgov.org

CONTRACTOR: CML Security
400 Young Court, Unit 1
Erie, CO 80516

CONTRACTOR CONTACT: Mike Powell, Vice President System Support Division
Phone: 210-740-7623
Email: mpowell@cmlsecurity.us

CONTRACTOR NUMBER: 1045412

PURPOSE: To establish a contract with CML Security for Bosch Security Camera and Server Maintenance Services

TAX STATUS: Non-taxable

PAYMENT TERMS: Net 45

TOTAL AGREEMENT VALUE: **Total Agreement Value** Not to Exceed \$259,167

COUNTY CONTRACT ADMINISTRATOR: Anu Ethiraj, Procurement Contracts Specialist
Phone: (408) 491-7431
Email: anu.ethiraj@prc.sccgov.org

Shaqib Kadri, Buyer II
Phone: (408) 491-7476
Email: shaqib.kadri@prc.sccgov.org

REFERENCE/S: The following exhibits are incorporated and constitute a material part of the Agreement:

Exhibit A: County of Santa Clara Terms and Conditions

Exhibit B: Pricing Schedule

Exhibit C: Scope of Work

Exhibit D: Insurance Requirements

Exhibit E: Remote Access

Exhibit F: County Information Technology User Responsibility Statement for Third Parties

Exhibit G: Security Clearance Exhibit


By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

DocuSigned by:
Scott Zimmer 6/2/2020
P491A01701354D6...
Scott Zimmer Date
Senior Strategic Sourcing Officer

DocuSigned by:
Theresa Therilus 6/4/2020
62FEB3581ADB4F3...
Theresa Therilus Date
Interim Director of Procurement

CONTRACTOR

By: 
Print: James M Powell
Title: Vice President- SSD
Date: June 1, 2020

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae 6/2/2020
787E74E07E8345C...
Robert Nakamae Date
Deputy County Counsel

EXHIBIT A
COUNTY OF SANTA CLARA TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit D of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT

The County's standard payment term shall be Net forty-five (45), unless otherwise agreed to by the parties. Payment shall be due Net forty-five (45) days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% ten (10) Net forty-five (45), payment shall be due ten (10) days from the date the County receives and approves the correct and proper invoice, but no later than forty-five (45) days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in ten (10) days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"). Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County's option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's

actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by

Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

23. ACCOUNTABILITY

Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

29. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

34. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied.

Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other

proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

35. WARRANTY

Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County's requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

36. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

42. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services

Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor's employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," as part of Contractor's service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

48. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal

or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

57. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE

A. For purposes of this section, the following Definitions will apply:

- (1) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability those systems or County Data.
- (2) "Independent Penetration Testing," or "pen testing," means the County's practice - by using an independent third party - of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit
- (3) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

B. Contractor shall do all of the following:

- (1) Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to the County's Information Security Office ("ISO") of any changes or deficiencies to its information security posture.
- (2) Protect the confidentiality, integrity, availability of the County's data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.
- (3) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.
- (4) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA

- (1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County

Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. LICENSE GRANT

Contractor grants to County a perpetual, non-exclusive, royalty-free, fully paid-up license to use the Software, including any Firmware updates and Bosch Video Management Software patches and upgrades, for its business activities, which includes fulfilling its mission of providing services to the public. This includes the right to use licensed software in backup, disaster recovery, and testing environments.

67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES

(1) No provisions of any shrink-wrap or any click-through agreement (or other form of “click to accept” agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no “terms of use,” “privacy policy” or other policy on Contractor’s website or application (collectively, “Policies”) or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

**EXHIBIT B
PRICE SCHEDULE**

Annual Maintenance	Price
Annual Maintenance (Jail and Elmwood Locations - Year 1)	\$86,388.92
Annual Maintenance (Jail and Elmwood Locations - Year 2)	\$86,388.92
Annual Maintenance (Jail and Elmwood Locations - Year 3)	\$86,388.92
Grand Total	\$259,166.76

EXHIBIT C SCOPE OF WORK

Contractor shall provide security camera maintenance for hardware and software to the County of Santa Clara's Sheriff's Office in accordance with the terms and conditions as specified in this Agreement.

Contractor will provide post-implementation maintenance and support for the Office of the Sheriff's Bosch Video Management System (BVMS) installed at the County's two jail facilities:

- a. Main Jail: 150 W Hedding St., San Jose, CA 95110
- b. Elmwood: 701 S Abel St., Milpitas, CA 95035

This Agreement shall be used as a master agreement against which the Office of the Sheriff shall issue Contract Release Purchase Orders (CRPO) based on the pricing, terms, and conditions of the Agreement. County does not guarantee, whether implied or in writing, to purchase any estimated quantities based on past usage, annual dollar volume, or quantity. No minimum orders are guaranteed.

A. BACKGROUND

- a. The County of Santa Clara is looking for a Bosch-certified contractor that will provide maintenance and servicing of their security cameras and servers on a 24/7/365 support coverage. Response time will be determined by the Office of the Sheriff for critical outages. Technical support shall be able to be reached by phone, and be able to provide remote and field support of our video systems at the County's Elmwood and Main Jail locations. Current camera system manufacturer is Bosch which utilizes the NetApp storage for both Main Jail and Elmwood. Elmwood also has additional storage using Bosch Divar.

B. OBJECTIVES

- a. Contractor must ensure the system can provide 24/7 monitoring capabilities – including retrieving recorded video.
- b. Contractor must provide audit capabilities and audit logs – based on activity types (being able to select the types of activities to include in the audit results).
- c. Contractor shall be authorized by Bosch to escalate support issues to manufacturer Bosch.
- d. Contractor shall supply staff names and obtain County required jail security clearances.
- e. Contractor shall comply with the following Service Level Agreement (SLA):

Problem Priority and Response Table

PROBLEM PRIORITY	PHONE RESPONSE	ON-SITE DISPATCH
HIGH - Whole or major part of system is affected	1 hour	Next business day staff and spare parts
MEDIUM - Multiple components are affected	2 hours	2 business day staff and spare parts
LOW - Single component is affected	4 hours	5 business day staff and spare parts

C. CONTRACTOR RESPONSIBILITIES

- a. Contractor will provide maintenance and support for all equipment listed below.

LOCATION 1: BVMS 7.5 Main Jail

- 1 x Enterprise Server HP ProLiant DL380 Gen9
- 1 x BVMS Server HP ProLiant DL380 Gen9
- 1 x VRM Server HP ProLiant DL380 Gen9
- 2 x NetApp 2700 Controllers – 12x 8tb Drives Each
- 5 x NetApp DE6600 Arrays – 60x 8tb Drives Each
- 2 x Flexidome IP panoramic 7000
- 7 x Autodome IP starlight 7000 HD
- 41 x Flexidome IP corner 9000
- 498 x Flexidome IP starlight 6000
- 16 x Local Viewing Workstations HP Z440
- 548 x TP-Link POE Splitter
- 20 x Monitors UML27390
- 16 x UPS SMX2000LV

Future Expansion:

- Up to 45 additional cameras (types may vary)
- Storage Expansion Netapp type storage technology

LOCATION 2: BVMS 7.5 Elmwood

- 1 x BVMS Server HP ProLiant DL380 Gen9
- 2 x VRM Server HP ProLiant DL380 Gen9
- 3 x NetApp 2700 Controllers – 12x 8tb Drives Each
- 7 x NetApp DE6600 Arrays – 60x 8tb Drives Each
- 8 x Divar IP 6000 3U 16x8TB – DIP-61F8-16HD
 - 1 – SN 404345285318120004
 - 2 – SN 404345285318120026
 - 3 – SN 404345285318120002
 - 4 – SN 404345285318120030
 - 5 – SN 404345285318120014
 - 6 – SN 404345285318120011

7 – SN 404345285318120027
8 – SN 404345285318120028
32 x Flexidome IP panoramic 7000
33 x Autodome IP starlight 7000 HD
37 x Flexidome IP corner 9000
743 x Flexidome IP starlight 6000
27 x Local Viewing Workstations HP Z440
845 x TP-Link POE Splitter
27 x Monitors UML27390
27x UPS SMX2000LV

Future Expansion:

- Up to 10 additional cameras (types may vary)
- Up to 2 Local viewing Workstations version to be determined
- Up to 2 Monitors UML27390

D. SERVICE REQUIREMENTS

Contractor shall provide the following preventative maintenance services, at the indicated frequency:

- i. Confidence System Test (annually): comprehensive system test to verify the normal operation and integrity of BVMS and associate equipment located throughout the two (2) jail facilities.

LOCATION 1: Main Jail Location (150 W Hedding St., San Jose, CA 95110)

1. Cameras
 - a. Firmware update (Quantity 548, Annually)
 - b. Retention Time Verification (Quantity 548, Monthly) 405 Days Retention
 - c. Clean and Inspect Interior Cameras (Quantity 541, Semi-annually - Per Incident)
 - d. Clean and Inspect Exterior Cameras (Quantity 7, Semi-annually - Per Incident)
 - e. TP-Link POE Splitter replacement (Quantity 548, Per Incident)
2. Servers
 - a. Audit Check (Monthly)
 - b. Storage Space Verification (Monthly)
 - c. Storage Drive Verification (Monthly)
 - d. Environment/Alarm Analysis (Monthly)
 - e. UPS Verification (Monthly)
 - f. Bosch Video Management (BVMS) Software patches and upgrade (upon new Bosch release)

LOCATION 2: Elmwood Location (701 S Abel St., Milpitas, CA 95035)

1. Cameras
 - a. Firmware update (Quantity 845, Annually)

- b. Retention Time Verification (Quantity 845, Monthly) - 405 Days Retention
- c. Clean and Inspect Interior Cameras (Quantity 812, Semi-annually - Per Incident)
- d. Clean and Inspect Exterior Cameras (Quantity 33, Semi-annually - Per Incident)
- e. TP-Link POE Splitter replacement (Quantity 845, Per Incident)

2. Servers

- a. Audit Check (Monthly)
- b. Storage Space Verification (Monthly)
- c. Storage Drive Verification (Monthly)
- d. Environment/Alarm Analysis (Monthly)
- e. UPS Verification (Monthly)
- f. BVMS Software patches and upgrade (upon new Bosch release)

E. DELIVERABLES

a. CONTRACTOR RESPONSIBILITIES

- i. Contractor shall maintain Bosch video system including the integrated storage of NetApp and Divar solutions and be able to perform all tasks required for support.
- ii. Contractor shall provide continuous access to operations at all times and be able to prevent any loss of data.
- iii. Contractor shall provide the proper documents that highlight their expertise on the mentioned system.
- iv. Contractor shall be able to list all tools and products necessary to support the product.
- v. Contractor shall provide a high level of expertise and be able to deliver 24/7/365 support to the County.
- vi. It is the Contractor's responsibility to allocate resources to support the product.
- vii. Contractor shall respond to an emergency maintenance request as provided in the Problem Priority and Response Table above. Contractor shall provide a twenty-four hour telephone contact number (24 hours per day, 365 days per year). Service response time is defined as the period between the placing of a service request and the arrival of a qualified technician capable servicing the problem on-site.
- viii. Contractor shall provide audit log within 72 hours upon request.
- ix. Contractor shall optimize camera utilization of storage blocks by configuring motion sensitivity, block size and debounce.
- x. Contractor shall alert the Office of the Sheriff of any problems that the system encounters so proper actions would be taken immediately to preserve data.
- xi. Contractor must provide contact information and escalation procedures for customer support.

- xii. Contractor shall be able to provide the proper training to department's staff for any future upgrades like BVMS, VRM and etc. that may impact the operation.
- xiii. Contractor shall provide labor and material cost for maintenance on additional equipment as requested by the County. Contractor shall standardize the camera's configuration by type, model and location.
- xiv. Contractor shall guarantee the repair and replacement of defective materials or workmanship during the warranty period (as specified in the County's separate agreement with Cornerstone), including labor and materials.
- xv. Contractor shall do semi-annual sanity check for both facilities (Elmwood and Main Jail). Any reports or recommendation shall comply with our SLA response time.

b. OTHER CONTRACTOR RESPONSIBILITIES TO CONSIDER

- i. Contractor shall present Bosch certifications of knowledge of the product.
List of Bosch required certifications:
 - a. Bosch Video Management System Expert with Netapp Certification
 - b. Bosch Video Management System Master Certification
- ii. Contractor shall provide a list of staff that will be on-site and be able to meet the security clearance per the department policies.
- iii. Contractor shall remain in compliance with rules and regulations of the department and be flexible to accommodate the business operation needs.
- iv. Contractor shall maintain the department policy of 13 months data retention and provide the proper recommendation to preserve storage.
- v. Contractor shall adhere to the Custody Bureau Facility Security Cameras – Surveillance Use Policy

c. DEPARTMENT RESPONSIBILITIES

- i. It is the County / department responsibility to provide the Contractor access to all locations where the system and its' peripherals are located.
- ii. It is the department responsibility to provide the Contractor all available documents related to this project.
- iii. It is the department responsibility to provide the Contractor location to store equipment and supplies needed to support the project.

- d. County shall issue a CRPO to the Contractor for all orders that need to be placed.

F. SECURITY CLEARANCE

- a. Prior to beginning services, all Contractor personnel, employees, agents, representatives, and volunteers (collectively, "Contractor personnel"), working in the jail facilities are required to obtain, at Contractor's or their own expense, a Department of Justice background clearance (Live Scan). County will not be held liable for any employment issues or concerns that result from the security clearance process. If the results of the background check are unfavorable, the

Office of the Sheriff will notify Contractor. If Contractor is unable to assign Contractor personnel who can successfully complete the background process, County may terminate the Agreement.

- b. Contractor personnel shall complete the following steps to obtain a background clearance.
 - i. Contact the DOC Programs liaison at (408) 586-5626 to obtain a background clearance application.
 - ii. Contact the Sheriff's Office to make a Live Scan appointment. The Sheriff's Office can be contacted as follows:
 - 1. by phone: (408) 808-4760
 - 2. via their website:
<http://www.sccgov.org/sites/sheriff/Pages/livescan.aspx>
- c. County will contact Contractor once the results of the background clearance have been received.

G. PRISON RAPE ELIMINATION ACT (PREA)

- a. Contractor shall comply with the Office of the Sheriff's zero-tolerance policy related to the sexual assault or rape of inmates, or sexual misconduct toward any inmate housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.
- b. All Contractor personnel who have contact with inmates, shall attend and successfully complete all staff training(s) related to PREA within ninety days of approval of any permanent two-year jail clearance (initial PREA training) and at least every two years (refresher PREA trainings).
- c. The County shall provide the training(s) at no cost to the Contractor.
- d. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by Contractor personnel.
- e. The County will provide a document titled "Department PREA Policy & Acknowledge Statement" to Contractor personnel who have contact with inmates. Everyone who receives the document shall sign the acknowledgment form. Signed forms will be retained by the Office of the Sheriff.

EXHIBIT D INSURANCE REQUIREMENTS

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. 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, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, 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- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence -\$1,000,000
- b. General aggregate- \$2,000,000
- c. Products/Completed Operations aggregate - \$1,000,000
- d. Personal Injury- \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Products/Completed
- d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

a. Each occurrence- \$1,000,000

b. General aggregate- \$2,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

a. Information Security and Privacy Liability

b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

EXHIBIT E REMOTE ACCESS

1. Definitions

- (a) "Remote Access" is the act of accessing County Systems from a non-County network infrastructure.
- (b) "County Systems," for purposes of this Exhibit, include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. "County Systems" also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
- (c) "County-owned information/data," for purposes of this Exhibit, is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- (d) "Contractor employees" includes Contractor's employees, agents, representatives, contractors or subcontractors performing services under this Agreement.

2. Scope of Access

- (a) County grants Remote Access privileges (through the method described in section 2(c)) for Contractor to access the following County Systems (collectively referred to as "Designated Systems"), in accordance with the terms of this Agreement:

Office of the Sheriff's Bosch Camera System

- (b) All other forms of access to the Designated Systems, or to any County System that is not specifically named, is prohibited.
- (c) This Agreement grants remote access privileges solely using sessions in Skype, WebEx, GoTo Meeting or similar online meeting tool under the supervision of the Office of the Sheriff. Remote access will be granted on an on-demand basis, supervised and

approved in advance by the Office of the Sheriff for every session. County will not grant remote access using any other method unless (i) the Chief Information Security Officer and Probation Department have approved such access; (ii) any remote access is initiated by County personnel; (iii) the remote access method complies with section 3 herein and (iv) the selected method is one of the remote access methods described in section 9 herein.

(d) County will review the scope of Contractor's Remote Access rights periodically.

3. Security Requirements

(a) Contractor will not install any Remote Access capabilities on any County System unless such installation and configuration is approved by the County Information Security Office and meets or exceeds NIST 800-53 standards, or an equivalent industry standard.

(b) Contractor will only remotely access Designated Systems, including access initiated from a County System, if the following conditions are met:

(i) Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

(ii) The Remote Access method agreed upon pursuant to paragraph 9 must include the following minimum control mechanisms:

(aa) Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County-site-to-Contractor-site Virtual Private Network (VPN) infrastructure.

(bb) County personnel will control authorizations (permissions) to specific systems or networks.

(cc) All Contractor systems used to remotely access County Systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

4. Monitoring/Audit

County will monitor access to, and activities on, County Systems, including all Remote Access attempts. Data on all activities will be logged on a County System and will include the date, time, and user identification.

5. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County System unless otherwise stated in this Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in this Agreement.

6. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect data contained on County Systems within Contractor's control from unauthorized access. Prior written approval is required before

Contractor may access County Systems from a non-designated system. Such access will use information security protocols that meet or exceed NIST 800-53 standards, or an equivalent industry standard. Remote Access must include the control mechanisms noted in Paragraph 3(b)(ii) above.

7. Remote Access Contacts

The following persons are points of contact for purposes of this Exhibit:

Contractor: Mike Powell, mpowell@cmlsecurity.us

County: Maroun Akiel, maroun.akiel@shf.sccgov.org

Either party may change the aforementioned names by providing the other party with no less than three (3) business days prior written notice.

8. Additional Requirements

Contractor agrees to the following:

- (a) Only Contractor employees providing services or fulfilling Contractor obligations under this Agreement will be given Remote Access rights.
- (b) Any access to Designated Systems, other County Systems and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.
- (c) An encryption method that meets or exceeds Federal Information Processing Standard (FIPS) Publication 140-2 will be used.
- (d) Contractor shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall report any suspected security incident or concern to the County TechLink Center within 24 hours. The TechLink Center's contact information is (408) 918-7000, TLC@isd.sccgov.org.
- (e) Contractor shall ensure compliance with the terms of this Exhibit and the Exhibit on County Information Technology User Responsibility Statement for Third Parties by all Contractor employees performing services under this Agreement.
- (f) Contractor employees have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- (g) Contractor employees that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Contractor employees shall report loss or theft of such devices to the County TechLink Center within 24 hours. The TechLink Center's contact information is (408) 918-7000, TLC@isd.sccgov.org.

9. Remote Access Methods

- (a) All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the

County. The remote access solution must conform to County policy and security requirements.

(b) Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

(c) Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the button marked N/A).

(i) **VPN Site-to-Site** **Primary** **Backup** **N/A**

The VPN Site-to-Site method involves a VPN concentrator at both the Contractor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the Designated Systems from selected network-attached devices at the Contractor site.

(ii) **VPN Client Access** **Primary** **Backup** **N/A**

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token, SecureAuth IdP, Arcot software token, or other such one-time-password mechanism approved by the County Information Security Office) will be issued to the Contractor in order to authenticate Contractor staff when accessing County Designated Systems via this method. The Contractor agrees to the following when issued an Authentication Token:

- a. Because the Authentication Token allows access to privileged or confidential information residing on the County’s Designated Systems, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e. If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify the County TechLink Center by phone within 24 hours.

- g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County's Tech Link Center within five (5) business days following contract termination, or upon written request of the County for any reason.
- i. Contractor will notify the County's the County TechLink Center within one working day of any change in personnel affecting use and possession of the Authentication Token. The TechLink Center's contact information is (408) 918-7000, TLC@isd.sccgov.org. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. The County will recoup the cost of any lost or non-returned hardware Authentication.
- j. Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k. Contractor will ensure all Contractor employees that are issued an Authentication Token will be made aware of and provided with a written copy of the requirements set forth in this Exhibit.

(iii) County-Controlled VPN Client Access Primary Backup N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County Designated Systems, the Contractor must first notify the County's Remote Access Contact.

The County's TechLink Center will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's Designated Systems. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's Designated Systems, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to Designated Systems, other

County Systems, and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.

- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

(iv) County-Controlled Enexity Access **Primary** **Backup** **N/A**

The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where Contractor can access the Designated Systems from selected network-attached devices at the County site. County will control the access list for Contractors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (**Only for VPN Client Access and if tokens issued by County**):

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

EXHIBIT F
COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES

1. DEFINITIONS

- (a) “*County Confidential Information*” is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives
- (b) “*County Systems*” include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. “*County Systems*” also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
- (c) “*County-owned information/data,*” for purposes of this Exhibit is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User’s personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- (d) “*Mobile Device*” is any portable computing device that fits one of the following categories: laptops, smartphones, or tablets. “*Mobile Device*” does not include devices that are used exclusively for the purpose of making telephone calls.
- (e) “*Users*” include all employees, agents and/or representatives of Contractor performing services under this Agreement.

2. GENERAL REQUIREMENTS

- (a) Contractor will provide Users with a written copy of this Exhibit and will ensure that Users know, understand and comply with the requirements of this Exhibit. Users allowed

access to County resources shall sign the Acknowledgement and Receipt. In all cases, such access shall be subject to approval by an authorized County representative.

- (b) Users are personally responsible for knowing and understanding these requirements, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to requirements, User shall ask County for guidance.
- (c) If a User is issued an account for a County System, User shall comply with the following County standards for password definition, use, and management:
 - (i) Minimum password length is 12 characters unless a particular County System has a different requirement or is not technically feasible.
 - (ii) The password must be high complexity (contains one of each, upper, lower, number, symbol).
 - (iii) The password must be rotated every 90 days.
 - (iv) User must not reuse the last 10 passwords.
 - (v) Access to County System is denied after 5 failed logon attempts.
- (d) Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as mobile devices, peripherals (e.g., external hard drives, printers), and USB storage media. It excludes County wireless networks provided specifically for the use of guests or visitors to County facilities.
- (e) User shall not use USB storage media on any County System. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.
- (f) User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
- (g) User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County System, without County's express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County Systems. Any allowed installation shall not be activated until it is reviewed and approved in writing by an authorized County representative.
- (h) The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.

- (i) Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific roles, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, services performed under this Agreement.
- (j) Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.
- (k) Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.
- (l) All software on County Systems shall be installed by authorized County support staff except as provided in this Agreement. Users may not download or install software on any County system unless express written permission has been obtained from County such as in this Agreement.
- (m) Users shall immediately report to the County TechLink Center the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business or performing services under a Supplemental Agreement. The TechLink Center's contact information is (408) 918-7000, TLC@isd.sccgov.org.
- (n) Users must be aware of security issues and shall immediately report incidents to the County Information Security Office involving breaches of the security of County Systems or breaches of County-owned information/data, such as the installation of an unauthorized device, or a suspected software virus or other occurrences of malicious software or content. The Information Security Office's contact information is o365-iso-team@sccconnect.onmicrosoft.com.
- (o) Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
 - (i) Users shall not access, or attempt to access, County Systems or County-owned information/data unless specifically authorized to do so by the terms of this Agreement.
 - (ii) If User is assigned a County account, User shall not allow unauthorized individuals to use their account; this includes the sharing of account passwords.
 - (iii) Users shall not without County's written permission, use or disclose County-owned information/data other than in the performance of its obligations under this Agreement.

- (iv) Users shall take every precaution to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.
 - (v) Users shall not make or store paper or electronic copies of information unless required to provide services under this Agreement.
 - (vi) Users shall comply with all confidentiality requirements in Contractor's Agreement with the County. Users shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. User shall not acquire any ownership interest in County Confidential Information.
- (p) Users shall do all of the following:
- (i) Users shall not change or delete County-owned information/data unless performing such changes is required to perform services under this Agreement.
 - (ii) Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
 - (iii) Upon termination or expiration of this Agreement, Users shall not retain, give away, or remove any County-owned information/data or document from any County System or County premises. Users shall return to County all County-owned assets, including hardware and data.
- (q) Electronic information transported across any County network, or residing in any County System, is potentially subject to access by County technical support staff, other County personnel, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County System.
- (r) Users must protect, respect and not infringe upon all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, County Confidential Information, and confidential information belonging to any other third party.
- (s) All information resources on any County System are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County System or County-owned information/data for the following purposes:
- (i) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business. This prohibition does not apply to User's performance of contractual obligations for the County.
 - (ii) Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.

- (iii) To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
- (iv) To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
- (v) Knowingly propagating or downloading viruses or other malicious software.
- (vi) Disseminating hoaxes, chain letters, or advertisements.

3. INTERNET AND EMAIL

- (a) Users shall not use County Systems for personal activities.
- (b) When conducting County business or performing services under this Agreement, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by County. Such services include, but are not limited to, file sharing (such as Dropbox, Box, Google OneDrive), Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter). If a User has received express written permission to access such services, User shall comply with all relevant County policies, procedures, and guidelines.
- (c) Users assigned a County email account must comply with the County's Records Retention and Destruction Policy.
- (d) Users shall not use an internal County email account assigned to another individual to either send or receive email messages.
- (e) Users shall not configure a County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission.

4. REMOTE ACCESS

- (a) Users are not permitted to implement, configure, or use any remote access mechanism unless the County has authorized the remote access mechanism.
- (b) County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when

remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

- (c) User shall configure all computer devices used to access County resources from a remote location according to NIST 800-53 standards, or an equivalent industry standard. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.
- (d) Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall immediately report loss or theft of such devices to the County TechLink Center at (408) 918-7000, TLC@isd.sccgov.org.
- (e) Users shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall immediately report any suspected security incident or concern to the County Information Security Office at o365-iso-team@sccconnect.onmicrosoft.com.
- (f) Users shall comply with any additional remote access requirements in this Agreement such as an Exhibit on Remote Access.

5. THIRD PARTY-OWNED DEVICES

- (a) This Section 5 applies if County permits Users to perform services under this Agreement with devices not owned by the County (“Third-party owned device”). Third-party owned devices include devices with email and/or data storage capability (such as laptops, iPhones, iPads, Android phones and tablets, BlackBerry and other “smart” devices).
- (b) The third party-owned device in question shall use existing, County-approved and County-owned access/authentication systems when accessing County Systems.
- (c) Users shall allow County to configure third party-owned devices as appropriate to meet security requirements, including the installation of specific security software mandated by County policy.
- (d) Use of a third party-owned device shall comply with County policies and procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule on at least a monthly basis. County may verify software installations and updates.
- (e) Users have no expectation of privacy with respect to any County-owned communications, information, or files on any third party-owned device. User agrees that, upon request, the County may immediately access any and all work-related or County-owned information/data stored on these devices, in order to ensure compliance with County policies.

- (f) Users shall adhere to all relevant County security policies and standards, just as if the third party-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration including full storage encryption, and hard drive and/or storage sanitization prior to disposal.
- (g) Users shall not make modifications of any kind to operating system configurations implemented by County on the device for security purposes, or to any hardware or software installed on the device by County.
- (h) Users shall treat the contract-related or County-owned communications, information or files the third-party owned device contains as County property. User shall not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by County to access or use that data.
- (i) Users shall report immediately to the County Information Security Office o365-iso-team@sccconnect.onmicrosoft.com, any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the third-party owned device, and shall report immediately to the Tech Link Center at (408) 918-7000, TLC@isd.sccgov.org, the loss or theft of the device.

6. ACKNOWLEDGEMENT AND RECEIPT

This Acknowledgement hereby incorporates the URS.

By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.

Have you been granted Remote Access Yes No

I have read and understand the contents of the URS regarding Remote Access and the Exhibit on Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.

User Signature:

Date Signed:

Print User Name:

**EXHIBIT G
SECURITY CLEARANCE**

NEW **RENEWAL**

Last Name	First Name	Middle	DOB	Race	Sex	Age	Height	Weight	Eye Color	Hair	
Address			City	State	Zip Code	Apt#		County	Yes / No		
Employee:	Phone Number		AKA's (other names used):		Driver's license Number	State	Social Security Number				
Applicant's / Employer Name, Address & Phone Number: (Print)								Applicant's Job Title			
Why do you need access to the jail site?				Person to notify in case of emergency				Phone			
List the dates that you will need access- From: _____ To: _____				What Facilities do you need to have access to (Select those that apply) Main Jail Facility Elmwood Men's Facility Elmwood Women's Facility							
Do you currently have a relative in the Santa Clara County Jail System? If yes, provide name and PFN # below: Name: PFN #:								Yes	No		
Are you currently on OR, bail and/or have a criminal matter pending?								Yes	No		
Have you EVER been detained, arrested or convicted ? (Selecting yes will not automatically disqualify you): If YES , please provide the date, charge, arresting agency and the disposition (use additional paper if necessary):								Yes	No		
Requesting Unit Manager (or authorized designee) Signature: _____ Phone No.: _____											
<p>I understand that the Santa Clara County Sheriff's Office will review my Criminal history. This information will be used to determine my eligibility for entrance into the jail facilities of this agency. I further acknowledge that I have read and understand the above and that all statements made herein are true and correct to the best of my knowledge and any false statement is cause for my site clearance to be revoked.</p> <p>I have read and acknowledge the County of Santa Clara's General Rules, Sexual Harassment, PREA AND CLETS requirements by initialing each line below:</p> <p>General Rules for all Facility Personnel: _____ Sexual Harassment: _____ PREA Acknowledgement: _____ CLETS: _____</p> <p>Applicant's Signature: _____ Date: _____</p>											

Personnel: Please forward PREA Acknowledgement via pony, fax or email to the Departmental PREA Manager Fax #: 408-808-3656

Reason for denial: DENIED APPROVED

Custody Coordinating Captain: _____ Date: _____

CJIC Performed by: _____ Date: _____ CLETS Performed by: _____ Date: _____
30 Day Temporary Clearance Issued Thru: _____ Entered by: _____ Date: _____

County/Outside Agency Coordinator Notified: _____

PFN#: _____

Requirements for Security Clearances: 1. No warrants. 2. Not currently on probation or parole. 3. Three (3) years since last **MISDEMEANOR** conviction. 4. No **FELONY** convictions. 5. You are not currently on bail and/or pending a criminal charge. 6. Any previous convictions for violence, assaultive behavior, sexual offenses or offenses committed while in custody may result in a denied status. 7. Any other factor that causes the Sheriff's Office to deem granting Security Clearance a risk to safety and security.

SANTA CLARA COUNTY SHERIFF'S OFFICE

General Rules for all Facility Personnel, Sexual Harassment, PREA and CLETS Acknowledgement

GENERAL RULES FOR ALL FACILITY PERSONNEL:

1. All visitors, facility and volunteer programs personnel must conform to the dress code approved by the Sheriff's Office.
2. No one under the age of 18 years of age will be admitted into any security area of any facility without prior authorization from the Division Captain or the Assistant Division Commander.
3. Bringing firearms, explosives, alcoholic beverages, narcotics, or any controlled substance, including marijuana, into any custody facility is a crime, and cause for arrest.
4. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any security area.
5. Tape recorders and cameras are not allowed within any custody facility without prior approval from the Division Captain or the Assistant Division Commander.
6. Employees or persons assigned to work within any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transaction with any inmate or prisoner.
7. Visitors, civilian employees and volunteer program personnel shall not bring anything into any custody facility to give to any inmate, nor will they take anything from any inmate without prior approval from a Custody Staff Supervisor. Exceptions: Written religious or educational material.
8. Any person entering any custody facility may be subject to search.
9. Visitors or civilian employees will proceed directly to their designated visiting or work area. Any visitor or civilian employee found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
10. Visitors or facility employees under the influence of alcohol or drugs will not be allowed to enter any custody facility and may be subject to arrest.
11. All custody facilities are "NO HOSTAGE" FACILITIES. All attempts will be made to ensure the safe release of anyone held hostage; however, no inmate will be allowed to escape in exchange for the release of any hostage.
12. Employees, visitors and volunteers who possess a valid Sheriff's Security Clearance, must immediately report any future arrests to the Sheriff's Security Clearance Coordinator.
13. Violation of any facility rule, regulation, or procedure or any disruption of facility routine may result in the visitor or employee's removal from the facility and denial of future access.

SEXUAL HARASSMENT:

The Sheriff's Office recognizes and adopts the Santa Clara County Sexual Harassment Policy. The County Sexual Harassment Policy is incorporated into the Sheriff's Custody Bureau Policy #1.35. Both policies are clear that sexual harassment and harassment of any kind **WILL NOT BE TOLERATED.**

SEXUAL HARASSMENT IS PROHIBITED

The Sheriff's Office requires that employees treat inmates with respect, courtesy and firmness. The following are specifically prohibited:

1. Employees may not lay hands on an inmate except to defend themselves, to control or restrain the inmate, to prevent an escape, to prevent serious injury or damage to person or property, to quell a disturbance, to search an inmate, or to render medical aid. Only female officers may search female inmates, and female inmate's cells will be entered only in the presence of a female officer except in an emergency.
2. Employees may not touch an inmate's body for the purpose of sexual gratification.

3. Employees may not make a sexual advance, condition any benefit on agreeing to submit to sexual advances or punish inmates for refusing sexual advanced.
4. Employees may not use profane, demeaning, insulting or threatening language.

Prison Rape Elimination Act of 2003 (PREA) Contractor and Volunteer Information Sheet

Key Points of PREA:

The law provides guidelines to detect, prevent, identify and deter incidents of sexual abuse and sexual assault in detention facilities. It also requires information and resources to protect individuals from sexual abuse and sexual assault in detention facilities.

- The Santa Clara County Sheriff's Office has a **ZERO-TOLERANCE POLICY** relating to illegal sexual acts, sexual harassment or sexual misconduct in any of the detention facilities. This policy applies both to staff-inmate as well as inmate-inmate sexual relationships.
- It is the responsibility of all staff, contractors and volunteers to take these matters seriously if they are brought to your attention and to act on them immediately.
- Provide a safe environment for inmates and staff free of sexual harassment, sexual abuse and retaliation.
- PREA applies to both males and females under correctional staff supervision and male and female staff members, both custodial and non-custodial.
- Sexual activities and sexual assaults between inmates and staff or between inmates is strictly prohibited by department policy.
- All allegations of sexual abuse are taken seriously and need to be documented and investigated.
- It is our agency's responsibility to refer substantiated cases for prosecution.
- At a minimum, you are to make correctional staff aware of the situation **IMMEDIATELY!**

Staff Sexual Misconduct:

Staff sexual misconduct is defined as any behavior or act of a sexual nature directed toward an offender by personnel. Included behaviors are: romantic relationships between any personnel and offenders, completed, attempted, threatened or requested sexual acts, occurrences of indecent exposure, invasion of privacy or voyeurism.

Sexual Harassment:

Sexual harassment is repeated verbal statements or comments of a sexual nature to an offender by authorized personnel, including: demeaning references to gender, derogatory comments about body or clothing, profane or obscene language or gestures

Avoid Inappropriate Relationships with Inmates:

- Be professional at all times
- Refrain from sexual conversations/jokes
- Be aware of the possibility of inmate con games
- Sexual contact between staff and inmates is **NEVER** considered to be consensual

Reporting Sexual Misconduct:

- The Santa Clara County Sheriff's Office accepts reports verbally, written and via third-party.
- Take any allegation of sexual assault seriously and report it **IMMEDIATELY!**
- Notify appropriate personnel and **ONLY** appropriate personnel. Maintain confidentiality and do not discuss any allegations with anyone else.

- If you are uncertain or unsure how to report an incident, ask a correctional staff member.

Effective Communication with Victims:

Remain professional, remain objective, do not use derogatory language, avoid stereotyping, be aware of pronoun (he or she) usage, if LGBTQ, ask victim how they would like to be addressed, if you are uncomfortable or unsure what pronoun to use, address the victim by their last name

**General Rules, Sexual Harassment and Prison Rape Elimination (PREA)
Acknowledgement**

I have been provided with a handout titled “General Rules, Sexual Harassment and PREA information/acknowledgement” sheet. The handout explains the Sheriff’s Office General Rules, Zero-Tolerance policy, safety guidelines, reporting options, and PREA. I have read the handout and have had an opportunity to discuss and ask questions with the person listed below as the witness. I acknowledge that, should I engage in any activity constituting sexual abuse, sexual misconduct or sexual harassment of any inmate, I will be subject to discipline up to and including termination.

NO EMPLOYEE MAY RETALIATE AGAINST YOU IN ANY WAY FOR MAKING A COMPLAINT REGARDING ANY VIOLATION OF THESE RULES.

PRINT Name and Department

Signature DATE

PRINT Supervisor’s Name and Department

Supervisor Signature DATE

“PLEASE KEEP A COPY OF THE RULES/ACKNOWLEDGEMENT FORM FOR YOUR RECORDS”

**EMPLOYEE / VOLUNTEER
STATEMENT FORM USE OF
CRIMINAL JUSTICE
INFORMATION**

As an employee, volunteer, or intern of the Sheriff's Office of the County of Santa Clara, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information which is controlled by either statute or Sheriff's Office policy. All access to criminal justice information, including such systems as California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information Control (CJIC), Coplink and any other computer related system maintained, controlled or accessed through any Sheriff's Office network is based on the "need to know" and the "right to know." Misuse of such information may adversely affect an individual's civil rights and violate the law, Sheriff's Office policy, CJIC policy, CLETS policy, and/or Coplink policy.

California State Penal Code Section 502 prescribes the penalties relating to computer crimes. California State Penal Code Section 11105 and 13300 identify both the individuals who may access criminal history information, and under what circumstances they may legally access the information. California State Penal Code Section 11141-11143 and 13302-13304 prescribe penalties for misuse of criminal history information. California State Government Code Section 6200 prescribes the penalties for misuse of public records and CLETS information. California State Vehicle Code Section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle records information. California State Penal Code Section 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnished the record or information to a person not authorized to receive the record or information is guilty of a misdemeanor."

Any employee, volunteer, or intern of the Sheriff's Office, who misuses criminal justice information, including information from any of the above listed systems shall be subject to immediate dismissal from employment. Additionally, any misuse that is deemed a violation of the either civil or criminal law may be separately prosecuted by the appointed authority.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING THE MISUSE OF CRIMINAL JUSTICE INFORMATION.

Signature

Print Name

Date