

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated December 12, 2023 and is between Carahsoft Technology Corporation, a Maryland Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County, through its Department of Public Works & Planning – Road Maintenance and Operations Division ("Department"), is in need of a cloud-based enterprise asset management platform that allows for the management and distribution of workloads throughout the organization. County has a need for a system that will integrate information from multiple sources, including its accounting system, geo-location system, mobile platforms, and reporting systems as proposed in Exhibit A.

B. Contractor agrees to provide a unique set of modules as described in Exhibit B that will enable detailed accounting, support, record keeping enhancing in-house operations, and FEMA reimbursement from disaster events. The asset management software is being implemented to handle the County's Road Maintenance and Operation Division's need for a centralized reporting and data gathering. This includes a system that will collate tracked time, activity, location, and project notes.

C. The scope of work will include Carahsoft Technology Corp's implementation of a cloud-based an asset management system for Public Works and Planning consisting of OpenGov's Cartegraph Signal Domain, Stormwater Domain, Enterprise Integration, Asset Builder, Scenario Builder, Transportation Domain, and Professional Services Deployment.

D. On December 21, 2015 the National Association of State Procurement Officials (NASPO) released Request for Proposal No. CH16012, , which closed on March 10, 2015, for cloud-based solutions and awarded an agreement to Contractor.

E. The County is satisfied that the source selection method used by NASPO complies with the requirements of the County's Purchasing Manual, and County's procurement requirements, and is in the best interest of the County. The Contractor is qualified and willing to provide the County the software program to assist the County.

1 F. The Contractor represents that it is a qualified, able and willing to provide the
2 aforementioned software system and services.

3 The parties therefore agree as follows:

4 **Article 1**

5 **Contractor's Services**

6 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
7 Exhibit A to this Agreement, titled "Scope of Services."

8 1.2 **Data Security.** The Contractor shall comply with all data security protocols and
9 procedures as specified in Exhibit H, titled "Data Security".

10 1.3 **Representation.** The Contractor represents that it is qualified, ready, willing, and
11 able to perform all of the services provided in this Agreement.

12 1.4 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
13 applicable federal, state, and local laws and regulations in the performance of its obligations
14 under this Agreement, including but not limited to workers compensation, labor, and
15 confidentiality laws and regulations.

16 **Article 2**

17 **County's Responsibilities**

18 2.1 Department will provide Contractor with the necessary permission and access to
19 Contractor personnel to configure, test, and develop the cloud-based asset management
20 platform.

21 2.2 Department agrees to use stated/supported browser versions of Google Chrome
22 and/or Microsoft Edge.

23 2.3 Department is responsible for its own networking infrastructure.

24 2.4 Department will provide on-site premises for Contractor as needed for services
25 delivery.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is Five Hundred and Sixteen Thousand Nine Hundred and Nineteen and
8 24/100 dollars (\$516,919.24) during the term of the Agreement. For the Period of October 01,
9 2023, to September 30, 2024, in no event shall compensation paid for services performed under
10 this agreement be in excess of Two Hundred and Ninety Thousand Six Hundred and Twenty-
11 Six and 11/100 dollars (\$290,626.11). For the Period of October 01, 2024, to September 30,
12 2025, in no event shall compensation paid for services performed under this agreement be in
13 excess of Two Hundred and Twenty-Six Thousand Two Hundred and Ninety-Three and 13/100
14 Dollars (\$226,293.13). The Contractor acknowledges that the County is a local government
15 entity and does so with notice that the County's powers are limited by the California Constitution
16 and by State law, and with notice that the Contractor may receive compensation under this
17 Agreement only for services performed according to the terms of this Agreement and while this
18 Agreement is in effect, and subject to the maximum amount payable under this section. The
19 Contractor further acknowledges that County employees have no authority to pay the Contractor
20 except as expressly provided in this Agreement.

21 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
22 agreement number to County of Fresno, Department of Public Works and Planning – Road
23 Maintenance & Operations Division, 2220 Tulare Street, 6th Floor, Fresno, CA 93721, or
24 electronically to RMOfinancial@fresnocountyca.gov. The Contractor shall submit each invoice
25 within 60 days after the month in which the Contractor performs services and in any case within
26 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on December 15, 2023, and terminates on December 14, 2025 ("Initial Term"), except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than three, one-year periods only upon written approval of both parties at least 90 days before the first day of the next one-year extension period. The Director of the Department of Public Work or Planning, or his or her designee, is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

Road Maintenance & Operations Division Manager
County of Fresno
2220 Tulare Street, 6th Floor
Fresno, CA 93721
RMOfinancial@fresnocountyca.gov

For the Contractor:

Team Lead
Carahsoft Technology Corp.
18524 Office Park Drive
Gaithersburg MD 20886

1 **5.2 Change of Contact Information.** Either party may change the information in section
2 5.1 by giving notice as provided in section 5.3.

3 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
4 for or permitted under this Agreement must be in writing, state that it is a notice provided under
5 this Agreement, and be delivered either by personal service, by first-class United States mail, by
6 an overnight commercial courier service, or by Portable Document Format (PDF) document
7 attached to an email.

8 (A) A notice delivered by personal service is effective upon service to the recipient.

9 (B) A notice delivered by first-class United States mail is effective three County
10 business days after deposit in the United States mail, postage prepaid, addressed to the
11 recipient.

12 (C) A notice delivered by an overnight commercial courier service is effective one
13 County business day after deposit with the overnight commercial courier service,
14 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
15 the recipient.

16 (D) A notice delivered by PDF document attached to an email is effective when
17 transmission to the recipient is completed (but, if such transmission is completed outside
18 of County business hours, then such delivery is deemed to be effective at the next
19 beginning of a County business day), provided that the sender maintains a machine
20 record of the completed transmission.

21 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
22 nothing in this Agreement establishes, waives, or modifies any claims presentation
23 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
24 of Title 1 of the Government Code, beginning with section 810).

25 **Article 6**

26 **Termination and Suspension**

27 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
28 contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 7.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 8**

19 **Indemnity and Defense**

20 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
24 the performance or failure to perform by the Contractor (or any of its officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
27 defend the County.

28 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
4 Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 10.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

22 (A) The County may voluntarily, or upon request by any member of the public or
23 governmental agency, disclose this Agreement to the public or such governmental
24 agency.

25 (B) The County may voluntarily, or upon request by any member of the public or
26 governmental agency, disclose to the public or such governmental agency any record or
27 data that the Contractor may provide to the County, unless such disclosure is prohibited
28 by court order.

1 (C) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure under the Ralph M. Brown Act (California
3 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

4 (D) This Agreement, and any record or data that the Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
7 with section 7920.200) ("CPRA").

8 (E) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as information concerning the conduct of the
10 people's business of the State of California under California Constitution, Article 1,
11 section 3, subdivision (b).

12 (F) Any marking of confidentiality or restricted access upon or otherwise made with
13 respect to any record or data that the Contractor may provide to the County shall be
14 disregarded and have no effect on the County's right or duty to disclose to the public or
15 governmental agency any such record or data.

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request
17 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
18 and which the County has a right, under any provision of this Agreement or applicable law, to
19 possess or control, then the County may demand, in writing, that the Contractor deliver to the
20 County, for purposes of public disclosure, the requested records that may be in the possession
21 or control of the Contractor. Within five business days after the County's demand, the
22 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
23 possession or control, together with a written statement that the Contractor, after conducting a
24 diligent search, has produced all requested records that are in the Contractor's possession or
25 control, or (b) provide to the County a written statement that the Contractor, after conducting a
26 diligent search, does not possess or control any of the requested records. The Contractor shall
27 cooperate with the County with respect to any County demand for such records. If the
28 Contractor wishes to assert that any specific record or data is exempt from disclosure under the

1 CPRA or other applicable law, it must deliver the record or data to the County and assert the
2 exemption by citation to specific legal authority within the written statement that it provides to
3 the County under this section. The Contractor's assertion of any exemption from disclosure is
4 not binding on the County, but the County will give at least 10 days' advance written notice to
5 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
6 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
7 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
8 failure to produce any such records, or failure to cooperate with the County with respect to any
9 County demand for any such records.

10 **Article 11**

11 **Disclosure of Self-Dealing Transactions**

12 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
13 or changes its status to operate as a corporation.

14 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
16 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to
17 the County before commencing the transaction or immediately after.

18 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
19 a party and in which one or more of its directors, as an individual, has a material financial
20 interest.

21 **Article 12**

22 **General Terms**

23 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
24 Agreement may not be modified, and no waiver is effective, except by written agreement signed
25 by both parties. The Contractor acknowledges that County employees have no authority to
26 modify this Agreement except as expressly provided in this Agreement.

27 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 12.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor and the County with respect to the subject matter of this Agreement,
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence (1) to the terms of this Agreement without its Exhibits A through I, (2) to the terms of
8 Exhibits A through I of this Agreement, (3) the terms of State of California Participating
9 Addendum No. 7-17-70-40-05 (Exhibit I), (4) NASPO Master Agreement (located at
10 [https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-](https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/)
11 [corporation/](https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/)) , and (5) the EULA (located at [https://opengov.com/terms-of-service/end-user-](https://opengov.com/terms-of-service/end-user-license-agreement/)
12 [license-agreement/](https://opengov.com/terms-of-service/end-user-license-agreement/)).

13 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 12.13 **Agent for Service of Process.** The Contractor represents to County that the
16 Contractor's agent for service of process in California, and that such agent's address for
17 receiving such service of process in California, which information the Contractor shall maintain
18 with the office of the California Secretary of State, is as follows:

19
20 **CSC-Lawyers Incorporating Service**

21 2710 Gateway Oaks Drive, Suite 150N

22 Sacramento, CA 3505

23 Sacramento County

24 The Contractor further represents to the County that if the Contractor changes its agent for
25 service of process in California, or the Contractor's agent for service of process in California
26 changes its address for receiving such service of process in California, which changed
27 information the Contractor shall maintain with the office of the California Secretary of State, the
28

Contractor shall give the County written notice thereof within five (5) calendar days thereof pursuant to Article 5 of this Agreement

12.14 Authorized Signature. The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.15 Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

1 (E) This Agreement is not conditioned upon the parties conducting the transactions
2 under it by electronic means and either party may sign this Agreement with an original
3 handwritten signature.

4 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

6 **Article 13**

7 **Conflict of Interest**

8 13.1 The Consultant shall comply with the provisions of the Fresno County Department of
9 Public Works and Planning Conflict of Interest Code, attached hereto as Exhibit E and
10 incorporated herein by this reference. Such compliance shall include the filing of annual
11 statements pursuant to the regulations of the State Fair Political Practices Commission
12 including, but not limited to, portions of Form 700.

13 13.2 During the term of this Agreement, the Consultant shall disclose any financial,
14 business, or other relationship with the County that may have an impact upon the outcome of
15 this contract, or any ensuing County construction project. The Consultant shall also list current
16 clients who may have a financial interest in the outcome of this contract, or any ensuing County
17 construction project, which will follow.

18 13.3 The Consultant certifies that it has disclosed to the County any actual, apparent, or
19 potential conflicts of interest that may exist relative to the services to be provided pursuant to
20 this Agreement. The Consultant agrees to advise the County of any actual, apparent or potential
21 conflicts of interest that may develop subsequent to the date of execution of this Agreement.
22 The Consultant further agrees to complete any statements of economic interest if required by
23 either County ordinance or State law.

24 13.4 The Consultant hereby certifies that it does not now have nor shall it acquire any
25 financial or business interest that would conflict with the performance of services under this
26 Agreement.

27 13.5 The Consultant hereby certifies that the Consultant or subconsultant and any firm
28 affiliated with the Consultant or subconsultant that bids on any construction contract or on any

1 Agreement to provide construction inspection for any construction project resulting from this
2 Agreement, has established necessary controls to ensure a conflict of interest does not exist.
3 An affiliated firm is one, which is subject to the control of the same persons, through joint
4 ownership or otherwise.

5 **Article 14**

6 **Ownership of Data**

7 14.1 All documents, including preliminary documents, calculations, and survey data,
8 required in performing services under this Agreement shall be submitted to, and shall remain at
9 all times the property of the County regardless of whether they are in the possession of the
10 Consultant or any other person, firm, corporation or agency.

11 14.2 The Consultant understands and agrees the County shall retain full ownership rights
12 of the work product of the Consultant for the Project, to the fullest extent permitted by law. In
13 this regard, the Consultant acknowledges and agrees the Consultant's services are on behalf of
14 the County and are "works made for hire," as that term is defined in copyright law, by the
15 County; that the work product to be prepared by the Consultant are for the sole and exclusive
16 use of the County, and that the County shall be the sole owner of all patents, copyrights,
17 trademarks, trade secrets and other rights and contractual interests in connection therewith
18 which are developed and compensated solely under this Agreement; that all the rights, title and
19 interest in and to the work product will be transferred to the County by the Consultant to the
20 extent the Consultant has an interest in and authority to convey such rights; and the Consultant
21 will assist the County to obtain and enforce patents, copyrights, trademarks, trade secrets, and
22 other rights and contractual interests relating to said work product, free and clear of any claim
23 by the Consultant or anyone claiming any right through the Consultant. The Consultant further
24 acknowledges and agrees the County's ownership rights in such work product, shall apply
25 regardless of whether such work product, or any copies thereof, are in possession of the
26 Consultant, or any other person, firm, corporation, or entity.

1 14.3 If this Agreement is terminated during or at the completion of any Project phase,
2 electronic and reproducible copies of report(s) or preliminary documents shall be submitted by
3 the Consultant to the County, which may use them to complete the Project(s) at a future time.

4 14.4 The files provided by the Consultant to the County are submitted for an acceptance
5 period lasting until the expiration of this Agreement (i.e., throughout the duration of the contract
6 term, including any extensions). Any defects the County discovers during such acceptance
7 period will be reported to the Consultant and will be corrected as part of the Consultant's "Basic
8 Scope of Work."

9 **Article 15**

10 **State Prevailing Wage**

11 15.1 The Consultant shall comply with the State of California's General Prevailing Wage
12 Rate requirements in accordance with California Labor Code, Section 1770, and all Federal,
13 State, and local laws and ordinances applicable to the work.

14 15.2 Any subcontract entered into as a result of this contract if for more than \$25,000 for
15 public works construction or more than \$15,000 for the alteration, demolition, repair, or
16 maintenance of public works, shall contain all of the provisions of this Article.

17 15.3 A. No Consultant or Subconsultant may be awarded an Agreement containing public
18 work elements unless registered with the Department of Industrial Relations (DIR) pursuant to
19 Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of
20 this Agreement, including any subsequent amendments.

21 **Article 16**

22 **Equipment Purchase**

23 16.1 Prior authorization, in writing, by the Contract Administrator shall be required before
24 the Consultant enters into any unbudgeted purchase order, or subcontract exceeding five
25 thousand dollars (\$5,000) for supplies, equipment, or Consultant services. The Consultant shall
26 provide an evaluation of the necessity or desirability of incurring such costs.

27 16.2 Prior authorization by the Contract Administrator shall be required for purchase of
28 any item, service or consulting work in excess of \$5,000 that is not covered in the Consultant's

1 Cost Proposal; and the Consultant's request must be accompanied by at least three competitive
2 quotations, unless the absence of proposal is adequately justified, to the satisfaction of the
3 Contract Administrator in his/her discretion, by written explanation provided by the Consultant
4 with its submittal.

5 16.3 Any authorized purchase of equipment as a result of this Agreement is subject to the
6 following: "The Consultant shall maintain an inventory of all nonexpendable property.
7 Nonexpendable property is defined as having a useful life of at least two years and an
8 acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold
9 or traded in, the County shall receive a proper refund or credit at the conclusion of the contract,
10 or if the contract is terminated, the Consultant may either keep the equipment and credit the
11 County in an amount equal to its fair market value, or sell such equipment at the best price
12 obtainable at a public or private sale, in accordance with established County procedures; and
13 credit the County in an amount equal to the sales price. If the Consultant elects to keep the
14 equipment, fair market value shall be determined at the Consultant's expense, on the basis of a
15 competent independent appraisal of such equipment. Appraisals shall be obtained from an
16 appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the
17 equipment, the terms and conditions of such sale must be approved in advance by the County."
18 Title 49 CFR, Part 200 requires a credit to Federal funds when participating equipment with a
19 fair market value greater than \$5,000.00 is credited to the Project.

20 **Article 17**

21 **Rebates, Kickbacks or Other Unlawful Consideration**

22 17.1 The Consultant warrants that this Agreement was not obtained or secured through
23 rebates, kickbacks or other unlawful consideration, either promised or paid to any County
24 employee. For breach or violation of this warranty, the County shall have the right, in its
25 discretion, to terminate this Agreement without liability; or to pay only for the value of the work
26 actually performed; or to deduct from this Agreement the price or consideration, or otherwise
27 recover, the full amount of such rebate, kickback or other unlawful consideration.
28

1 **Article 18**

2 **Prohibition of Expending County State or Federal Funds for Lobbying**

3 18.1 The Consultant hereby certifies to the best of his or her knowledge and belief that:

4 18.2 "No state, federal or County appropriated funds have been paid, or will be paid by or
5 on behalf of the Consultant to any person for influencing or attempting to influence an officer or
6 employee of any state or federal agency; a Member of the State Legislature or United States
7 Congress; an officer or employee of the Legislature or Congress; or any employee of a Member
8 of the Legislature or Congress, in connection with any of the following:

9 18.3 the awarding of any state or federal contract;

10 18.4 the making of any state or federal grant;

11 18.5 the making of any state or federal loan;

12 18.6 the entering into of any cooperative agreement, or

13 18.7 the extension, continuation, renewal, amendment, or modification of any state or
14 federal contract, grant, loan, or cooperative agreement."

15 18.8 If any funds other than federally appropriated funds have been paid, or will be paid
16 to any person for influencing or attempting to influence an officer or employee of any federal
17 agency; a Member of Congress; an officer or employee of Congress, or an employee of a
18 Member of Congress; in connection with this federal contract, grant, loan, or cooperative
19 agreement, then the Consultant shall complete and submit Standard Form-LLL, "Disclosure
20 Form to Report Lobbying" (a copy of which is attached hereto as Exhibit F), in accordance with
21 its instructions.

22 18.9 The certification required by the provisions of this Article 21 is a material
23 representation of fact upon which reliance was placed when this transaction was made or
24 entered into. Submission of this certification is a prerequisite for making or entering into this
25 transaction imposed by Title 31, U.S. Code Section 1352. Any person who fails to file the
26 required certification shall be subject to a civil penalty of not less than \$10,000 and not more
27 than \$100,000 for each such failure.
28

1 18.10 The Consultant also agrees by signing this document that he or she shall require that
2 the language of this certification be included in all lower-tier subcontracts, which exceed
3 \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

4 **Article 19**

5 **Non-Discrimination Clause and Statement of Compliance**

6 19.1 The Consultant's signature affixed herein, and dated, shall constitute a certification
7 under penalty of perjury under the laws of the State of California that the Consultant has, unless
8 exempt, complied with, the nondiscrimination program requirements of Government Code
9 §12990 and 2 CCR § 8103.

10 19.2 During the performance of this Agreement, the Consultant and its subconsultants
11 shall not deny this Agreement's benefits to any person on the basis of race, religious creed,
12 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
13 information, marital status, sex, gender, gender identity, gender expression, age, sexual
14 orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow
15 harassment against any employee or applicant for employment because of race, religious
16 creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
18 orientation, or military and veteran status. The Consultant and subconsultants shall ensure that
19 the evaluation and treatment of their employees and applicants for employment are free from
20 such discrimination and harassment.

21 19.3 The Consultant and subconsultants shall comply with the provisions of the Fair
22 Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations
23 promulgated thereunder (2 CCR §11000 et seq.), the provisions of Government Code §§11135
24 et seq., and the regulations or standards adopted by the County to implement such provisions.
25 The applicable regulations of the Fair Employment and Housing Commission implementing
26 Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
27 California Code of Regulations, are incorporated into this Agreement by reference and made a
28 part hereof as if set forth in full.

1 19.4 Consultant shall permit access by representatives of the Department of Fair
2 Employment and Housing and the County upon reasonable notice at any time during the normal
3 business hours, but in no case less than twenty-four (24) hours' notice, to such of its books,
4 records, accounts, and all other sources of information and its facilities as said Department or
5 the County shall require in order to ascertain compliance with the requirements of this Article 22.

6 19.5 The Consultant and subconsultants shall give written notice of their obligations under
7 this Article 22 to labor organizations with which they have a collective bargaining or other
8 agreement.

9 19.6 The Consultant and subconsultants shall include the nondiscrimination and
10 compliance provisions of this Article 22 in all subcontracts to perform work under this
11 Agreement.

12 19.7 The Consultant, with regard to the work performed under this Agreement, shall act in
13 accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI
14 provides that the recipients of federal assistance will implement and maintain a policy of
15 nondiscrimination in which no person in the United States shall, on the basis of race, color,
16 national origin, religion, sex, age, disability, be excluded from participation in, denied the
17 benefits of or subject to discrimination under any program or activity by the recipients of federal
18 assistance or their assignees and successors in interest.

19 19.8 The Consultant shall comply with regulations relative to non-discrimination in
20 federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 –
21 Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Consultant shall not
22 participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including
23 employment practices and the selection and retention of Subconsultants.

24 19.9 The Consultant, subrecipient or subconsultant will never exclude any person from
25 participation in, deny any person the benefits of, or otherwise discriminate against anyone in
26 connection with the award and performance of any contract covered by 49 CFR 26 on the basis
27 of race, color, sex, or national origin. In administering the County components of the DBE
28 Program Plan, the Consultant, subrecipient or subconsultant will not, directly, or through

contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

Article 20

Debarment and Suspension Certification

20.1 The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

20.2 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

20.3 Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

20.4 Does not have a proposed debarment pending; and

20.5 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

20.6 Any exceptions to this certification must be disclosed to the County on Exhibit G "Debarment and Suspension Certification." Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

20.7 Exceptions to the Federal Government Excluded Parties Listing System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

Article 21

Executive Order N-6-22

21.1 Under Executive Order N-6-22 as a contractor, subcontractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>). Failure to comply may result in the termination of contracts or grants, as applicable.

Article 22

Contingent Fees

22.1 The Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the County has the right to: annul this Agreement without liability, and to pay only for the value of the work actually performed; or in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Article 23

Confidentiality of Data

23.1 All financial, statistical, personal, technical, or other data and information relative to the County's operations, which are designated confidential by the County and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.

23.2 Permission to disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

23.3 The Consultant shall not comment publicly to the press or any other media regarding this Agreement or the County's actions on the same, except to the County's staff, the Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

23.4 The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the County, and receipt of the County's written permission.

23.5 If the Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the County has the right to reimbursement and indemnity from the Consultant for any damages caused by the Consultant's releasing the information, including, but not limited to, the County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

Article 24

National Labor Relations Board Certification

24.1 In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

Article 25

Funding Requirements

25.1 It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

25.2 This Agreement is valid and enforceable only if sufficient funds are made available to the County for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the County governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

25.3 It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

25.4 The County has the option to terminate the Agreement pursuant to Article 6 Termination and Suspension, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Carahsoft Technology Corporation

COUNTY OF FRESNO

3
4 Natalie LeMay

Natalie LeMay (Nov 22, 2023 12:26 EST)

5 Natalie LeMay SLG Contracts Manager

Sal Quintero
Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 Carahsoft Technology Corp.
7 18524 Office Park Drive
8 Gaithersburg MD 20886

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 By: Hanan

Deputy

11 For accounting use only:

12 Org No.: 45104514
13 Account No.: 8500
14 Fund No.: 0010
15 Subclass No.: 11000
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



Statement of Work

County of Fresno, CA

Creation Date: 5/19/2023

Document Number: PS-03986

Version Number: 1

Created by: Jennifer Nordin and Josh Glider

Table of Contents

1. Overview and Approach	2
1.1. Agreement	2
2. Statement of Work	3
2.1. Project Scope	3
2.2. Facilities and Hours of Coverage	3
2.3. Key Assumptions	4
2.4. Exclusions	4
2.5. OpenGov Responsibilities	4
2.5.1. Activity 1 – Project Management	4
2.5.2. Activity 2 – Initialization	5
2.5.3. Activity 3 – OpenGov Domains	6
2.5.4. Activity 4 – Training	6
2.6. Your Responsibilities	6
2.6.1. Your Project Manager	7
2.7. Completion Criteria	7
2.8. Estimated Schedule	7
2.9. Illustrative Project Timelines	8
2.10. Charges	8
2.11. Offer Expiration Date	8
Appendix A: Engagement Charter	9
A-1: Communication and Escalation Procedure	9
A-2: Change Order Process	9
A-3: Deliverable Materials Acceptance Procedure	10
Appendix B: Implementation Activities	11

1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for County of Fresno, CA (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the

confidentiality obligations set forth in the Software Services Agreement between OpenGov and Customer.

- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Enterprise Asset Management as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Enterprise Asset Management solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Enterprise Asset Management
 - i. OpenGov will provide all services remotely via audio; video; and web conferences unless otherwise noted.
 - ii. OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
 - iii. OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.
 - iv. OpenGov assumes that the customer accepts EAM upon the completion of the go-live event

2.4. Exclusions

The following service items are not included in the scope of this project:

- A. Implementation of any custom modification or integration developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.
- B. Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.
- C. Any service items discussed during demonstrations; conference calls; or other events are not included in the scope of this project unless specifically listed above.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. Collaborate with your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services contract.

Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint

- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Domains

OpenGov will provide the following:

Enterprise Asset Management Domains

- A. Transportation
- B. Signals
- C. Stormwater

Completion Criteria:

This activity will be considered complete when:

- Instance setup is completed
- Requirements Gathering is completed
- Start up Data is loaded
- Asset Installation is completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Software training is delivered

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the services in Appendix B as listed, if any; or
- B. The End date is reached

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of nine months from signatures ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Enterprise Asset Management Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Enterprise Asset Management	Integrations / Conversions								
	Define and Plan								
	Design								
	Build and Test								
GoLive Support	Deliver								
	Hypercare								
Timeline is dependent on the number of phases and other factors. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$8,400 expenses without written approval from the Customer.

2.11. Offer Expiration Date

This offer will expire on August 19, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

Setup

OpenGov will:

- Setup a hosted, sandbox and production OMS environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Requirements Gathering

OpenGov will

- Provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Configurations

OpenGov will:

- Provide configuration services, including:
 - o Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - o Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - o Up to twenty (20) automations
 - o Up to twenty (20) preventative maintenance plans

Training

OpenGov will:

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - o Dashboards
 - o Standard KPI/ROI Gadgets
 - o Logins/Permission

- o Layers
 - o Filters
 - o Maps
 - o Grids
 - o System Navigation
 - o Views (List & Detail)
 - o Standard Reports
 - o Attachments
 - o Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
 - Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.
 - Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
 - Provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - o OMS Esri integration configuration options
 - o Integration functionality (basemap and feature)
 - o Overall Esri integration requirements, considerations, and OpenGov recommended best practices

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and your project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - o Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - o Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - OpenGov recommended best practices for Work Management
 - o Asset Management:

- Asset Details
- Preventative Maintenance Plans
- Inspections
- Linked assets (if applicable)
- Container/Component Relationships (if applicable)
- OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Advanced Training Topics:

- Provide **Preventative Maintenance Plans** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Preventative Maintenance
 - o OpenGov recommended best practices for proactive asset management
- Provide **Advanced Inspections** and **Asset Condition Manager** remote train-the-trainer training, up to three (3) hours. Training topics include:
 - o Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts

- Criticality Factor
 - Install/Replaced Dates
- o OpenGov recommended best practices for advanced inspections and condition management
- Provide **Advanced Material Management** remote train-the-trainer training, up to twelve (12) hours. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - o Vendor Price Quotes
 - o Re-order points
 - OpenGov recommended best practices for advanced material management
- Provide **Scenario Builder overview** remote train-the-trainer training, up to four (4) hours. Training topics include:
 - o Scenario Builder
 - Settings:
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Scenarios:
 - Planned Work
 - Map Control
 - Work Order Creation
 - Scenario Types
 - Plan Years and Budgets
 - Protocols
 - Data Exports
 - OpenGov recommended best practices for scenario builder
- Provide **Asset Builder** remote train-the-trainer training, up to two (2) hours. Training topics include:
 - o OMS Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - o OpenGov recommended best practices for expanding the system's use and/or building assets

Go-Live Support

OpenGov will:

- Provide a three-day (3-day) onsite to be utilized for Go-Live Support. The agenda will be defined, and agreed upon, by both your and OpenGov's project managers. Topics may include any of the following:
 - o Refresher training for items listed in the scope of work

- o Software and process support for staff during production roll out
- o Field, Layout, and Report configuration guidance, if applicable

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by your staff, OpenGov will load the data into your sandbox or production OMS environment.

Data loads may include data such as:

- o Parent level asset records
- o Asset location (spatial x/y) attributes
- o Parent level resource (Labor, Equipment Material, Vendor) records
- o Resource Rate (Labor, Equipment, Material) records
- o Standard system libraries

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - o Transportation (8)
 - Bridge; Light Fixture; Pavement; Sign; Guardrail; Marking; Pavement Area; Support
 - o Signals (8)
 - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
 - o Stormwater (9)
 - Storm Basin; Storm Channel; Storm Culvert; Storm Facility; Storm Inlet; Storm Manhole; Storm Outlet; Storm Pipe; Storm Pump

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Thanaphat Srisukwatana
IT Manager
Fresno County - Public Works
2220 Tulare St.
Suite 600
Fresno, CA 93721 USA

FROM: Heather Castellanos
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: tsrisukwatana@fresnocountyca.gov

EMAIL: Heather.Castellanos@carahsoft.com

PHONE: (559) 600-4471

PHONE: (571) 662-3750

FAX:

TERMS: Contract Number: 7-17-70-40-05
NASPO Master Contract Number: AR2472
Contract Term: 09/15/17 - 09/15/26
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 45 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 39193253
QUOTE DATE: 05/22/2023
QUOTE EXPIRES: 12/15/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$290,626.11

TOTAL QUOTE: \$290,626.11

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1	OG-TWBA-B23B-AR-1Y-491	Signal Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBA-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$271,656.00	\$7,786.25	COOP 1	\$7,786.25
2	OG-TWBB-B23B-AR-1Y-491	Stormwater Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBB-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$282,975.00	\$15,572.51	COOP 1	\$15,572.51
3	OG-SWBS-B23B-AR-1Y-491	Enterprise Integration - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-SWBS-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$8,408.40	\$4,878.60	COOP 1	\$4,878.60
4	OG-TWAQ-B23B-AR-1Y-491	Asset Management - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAQ-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$226,380.00	\$117,086.53	COOP 1	\$117,086.53
5	OG-TWAS-B23B-AR-1Y-491	Asset Builder - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAS-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$33,957.00	\$17,562.98	COOP 1	\$17,562.98

PRICE QUOTATION

carahsoft.

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
6	OG-TWAT-B23B-AR-1Y-491	Scenario Builder - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAT-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$56,595.00	\$29,271.64	COOP 1	\$29,271.64
7	OG-TWBC-B23B-AR-1Y-491	Transportation Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBC-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$305,613.00	\$23,358.76	COOP 1	\$23,358.76
8	OG-PSBG-B23B-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$2-3 Billion - 0Y OpenGov, Inc. - OG-PSBG-B23B-OT-0Y Start Date: 12/15/2023 End Date: 12/14/2024	\$294.00	\$215.83	COOP 348	\$75,108.84
SUBTOTAL:						\$290,626.11

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 2						
9	OG-TWBA-B23B-AR-1Y-491	Signal Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBA-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$271,656.00	\$8,175.56	COOP 1	\$8,175.56
10	OG-TWBB-B23B-AR-1Y-491	Stormwater Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBB-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$282,975.00	\$16,351.14	COOP 1	\$16,351.14
11	OG-SWBS-B23B-AR-1Y-491	Enterprise Integration - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-SWBS-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$8,408.40	\$5,122.54	COOP 1	\$5,122.54
12	OG-TWAQ-B23B-AR-1Y-491	Asset Management - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAQ-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$226,380.00	\$122,940.85	COOP 1	\$122,940.85
13	OG-TWAS-B23B-AR-1Y-491	Asset Builder - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAS-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$33,957.00	\$18,441.13	COOP 1	\$18,441.13

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	COOP	QUOTE PRICE	QTY	EXTENDED PRICE
14	OG-TWAT-B23B-AR-1Y-491	Scenario Builder - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWAT-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$56,595.00	\$30,735.21	COOP 1	\$30,735.21
15	OG-TWBC-B23B-AR-1Y-491	Transportation Domain - Between \$2-3 Billion - 1Y OpenGov, Inc. - OG-TWBC-B23B-AR-1Y Start Date: 12/15/2023 End Date: 12/14/2024	\$305,613.00	\$24,526.70	COOP 1	\$24,526.70
SUGGESTED SUBTOTAL:						\$226,293.13
TOTAL PRICE:						\$290,626.11
TOTAL QUOTE:						\$290,626.11

Billing Frequency: Annually in Advance

Year 1 + Professional Services-\$290,626.11
 Period of Performance: 12/15/23-12/14/24

Year 2-\$226,293.13
 Period of Performance: 12/15/24-12/14/25

Optional Year 3- \$237,607.78
 Period of Performance:
 12/15/25-12/14/26

Optional Year 4-\$249,488.17
 Period of Performance:
 12/15/26-12/14/27

Optional Year 5- \$261,962.58
 Period of Performance:
 12/15/27-12/14/28
 Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov services is pursuant to the OpenGov End User License Agreement set forth at <https://opengov.com/terms-of-service/end-user-license-agreement/>

****PLEASE NOTE****

Please be sure to include any applicable contract numbers on your purchase order, as well as, all billing and shipping emails and mailing addresses to ensure your order can be processed in a timely manner.

For orders that may be subject to taxes, please provide the end user's mailing address so the correct tax rate, if any, can be applied.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit H of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

Exhibit D

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

In the matter of Amendment of Standard Conflict of Interest Code for All County Departments)))))	No.
--	-----------------------	-----

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest codes of each County department.

1 Conflict of interest forms shall be filed as follows:

2 1. As required by Government Code section 87500, subdivision (e), the County
3 Administrative Officer, District Attorney, County Counsel, and Auditor-Controller/Treasurer-
4 Tax Collector shall file one original of their statements with the County Clerk, who shall make
5 and retain a copy and forward the original to the Fair Political Practices Commission, which
6 shall be the filing officer.

7 2. As required by Government Code section 87500, subdivision (j), all other
8 department heads shall file one original of their statements with their departments. The filing
9 officer of each department shall make and retain a copy and forward the original to the Clerk
10 to the Board of Supervisors, who shall be the filing officer.

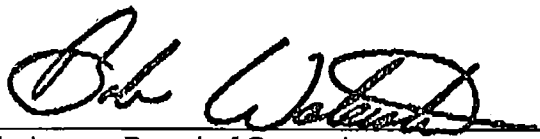
11 3. All other designated employees shall file one original of their statements
12 with their departments.

13 Adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of
14 October, 2007, by the following vote, to wit:

15 Ayes: Supervisors Larson, Perea, Anderson, Case and Waterston

16 Noes: None

17 Absent: None

18
19 
20 _____
Chairman, Board of Supervisors

21
22 Attest:

23
24 
25 _____
Clerk



Conflict of Interest Code Local Agency Annual / Biennial Report

[] Email Me]
Double click!

In accordance with Government Code Section 87306.5, this department has reviewed its Conflict of Interest Code and has determined that (check one of the following):

1. ☒ Our department's Conflict of Interest Code accurately designates all positions within our department which make or participate in the making of decisions which may foreseeably have a material effect on any financial interest; and the disclosure category assigned to each such position accurately requires the disclosure of all of the specific types of investments, business positions, interests in real property, and sources of income that are reportable under Government Code Section 87302 ("reportable under Government Code Section 87302" means: an investment, business position, interest in real property, or source of income shall be made reportable by the Conflict of Interest Code if the business entity in which the investment or business position is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of his or her position); or,
2. ☐ Our department's Conflict of Interest Code is in need of amendment. We have determined that the following amendments are necessary (check applicable items, and refer to Exhibits "A" and "B" for detail if appropriate):
 - A. ☐ Include new positions (including consultants) that must be designated.
 - B. ☐ Include or delete positions because changes in duties.
 - C. ☐ Include positions that manage public investments.
 - D. ☐ Revise disclosure categories.
 - E. ☐ Revise the titles of existing positions.
 - F. ☐ Delete titles of positions that have been abolished.
 - G. ☐ Other (*describe*)

CONTACT PERSON	DEPARTMENT
Jeromy Kelsey	Public Works and Planning

I hereby approve the foregoing reported information for our department:

<u>stwhite 9/22/2022 1:58:53 PM</u> Department Head Signature / Date	[] Sign] Double click!
---	------------------------

Note: Government Code Section 87306 requires that when an agency (e.g., your department) has determined that amendments or revisions are necessitated by changed circumstances, the amendments or revisions shall be submitted to the code reviewing body within 90 days after the changed circumstances have become apparent.

EXHIBIT “A”**PUBLIC WORKS AND PLANNING**

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Building Inspector I / II	1
Building Plans Engineer	1
Chief Building Inspector	1
Chief of Field Surveys	1
Consultant	*
Deputy Director of Public Works	1
Development Services & Capital Projects Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Financial Analyst I / II / III	1
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Landfill Operations Manager	1
Planner I / II / III	1
Planning and Resource Management Official	1
Principal Accountant	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works and Planning Information Technology Manager	1
Public Works Division Engineer	1
Resources Division Manager	1
Right-of-Way Agent II / III	1
Road Maintenance & Operations Division Manager	1
Road Maintenance Supervisor	1
Road Superintendent	1
Senior Accountant	2
Senior Engineer	1
Senior Engineering Technician	2
Senior Information Technology Analyst	2
Senior Planner	1
Senior Staff Analyst	1

<u>Classification</u>	<u>Category</u>
Staff Analyst I / II / III	1
Supervising Accountant	1
Supervising Architect	1
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	1
Traffic Maintenance Supervisor	2
Water & Natural Resources Manager	1

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT "B"**PUBLIC WORKS AND PLANNING**

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes:

Providing false information may result in criminal prosecution or administrative sanctions.

Signature: _____ Date: _____

DATA SECURITY

A. Definitions.

Capitalized terms used in this Exhibit H have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit H.

“Director” means the County’s Director of Internal Services/Chief Information Officer or his or her designee.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include

Exhibit H

publicly available information that is lawfully made available to the general public from federal, state, or local government records.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit H.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit H.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection

Exhibit H

1 B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for
2 the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms
3 of this Exhibit H; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information
4 for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's
5 express prior written consent, which the County may give or withhold in its sole and absolute discretion;
6 and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third
7 Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior
8 written consent.

9 Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any
10 Authorized Person, is required to disclose Personal Information to government regulatory authorities, or
11 pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a)
12 immediately notify the County of the specific demand for, and legal authority for the disclosure, including
13 providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable,
14 received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in
15 relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is
16 offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court
17 order or take any other action the County may deem necessary to protect the Personal Information from
18 such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such
19 disclosure of such Personal Information.

20 The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized
21 Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions
22 and omissions.

23 **C. Information Security.**

24 (1) The Contractor covenants, represents and warrants to the County that the Contractor's Use of
25 Personal Information under this Agreement does and shall at all times comply with all federal, state, and
26 local, privacy and data protection laws, as well as all other applicable regulations and directives, including
27 but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and
28 the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with

Exhibit H

section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit H, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

Exhibit H

(iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit H. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(6) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County 24 hours per day, seven days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

Exhibit H

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit H, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit H, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is

Exhibit H

a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D.(5) of this Exhibit H to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed 30 days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit H, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by

Exhibit H

the Contractor or Authorized Persons during the course of this Agreement under this Exhibit H.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit H. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit H, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit H to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit H may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to

Exhibit H

1 seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief
2 that may be available from any court, in addition to any other remedy to which the County may be entitled
3 at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other
4 remedies available to the County at law or in equity or under this Agreement.

5 **H. Indemnification.**

6 The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and
7 agents, (each, a **"County Indemnitee"**) from and against any and all infringement of intellectual property
8 including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy,
9 information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction
10 of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs,
11 credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments,
12 interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of
13 whatever kind, including attorney's fees and costs, the cost of enforcing any right to indemnification or
14 defense under the Agreement and the cost of pursuing any insurance providers, arising out of or resulting
15 from any third party claim or action against any County Indemnitee in relation to the Contractor's, its
16 officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or
17 failure to perform under this Exhibit H or arising out of or resulting from the Contractor's failure to comply
18 with any of its obligations under this section H. The provisions of this section H do not apply to the acts or
19 omissions of the County. The provisions of this section H are cumulative to any other obligation of the
20 Contractor to, defend, indemnify, or hold harmless any County Indemnity under this Agreement. The
21 provisions of this section H shall survive the termination of this Agreement.

22 **I. Survival.**

23 The respective rights and obligations of the Contractor and the County as stated in this Exhibit H
24 shall survive the termination of this Agreement.

25 **J. No Third Party Beneficiary.**

26 Nothing express or implied in the provisions of in this Exhibit H is intended to confer, nor shall
27 anything herein confer, upon any person other than the County or the Contractor and their respective
28 successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. No County Warranty.

The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

EXHIBIT I

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

- 1) **General Provisions – Information Technology (GSPD-401IT)**, effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.
- 2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-70-40-05
- B. Utah NASPO ValuePoint Master Agreement Number AR2472
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

- A. The following service offerings are prohibited under this Participating Addendum:
 1. Infrastructure as a Service (IaaS)
 2. Platform as a Service (PaaS)
 3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS) Description
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCCooperatives@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Carahsoft Technology Corp.
Name: Jack Dixon
Phone: 703-230-7545
Fax: 703-871-8505
E-Mail: naspo@carahsoft.com
Address: 1860 Michael Faraday Drive, Ste 100
Reston, VA 20190

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.


STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

 9/15/2017
Signature of Authorized Signer *Date Signed*

 Ricardo Martinez, Acting Deputy Director
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

Carahsoft Technology Corp.

Contractor Name

 August 9, 2017
Signature of Authorized Signer *Date Signed*

Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190
Address

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

I-9