

COUNTY OF SACRAMENTO
DEPARTMENT OF AIRPORTS

**AGREEMENT FOR
PROJECT MANAGEMENT SOFTWARE SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____ [Name of contracting party and description of legal entity structure], hereinafter referred to as "CONTRACTOR." ["Consultant" may be used instead, as appropriate, throughout Agreement and its Exhibits.]

RECITALS

WHEREAS, County, through its Department of Airports (Department), owns and operates Sacramento International Airport (SMF) and Mather Airport (MHR), and also operates Sacramento Executive Airport (SAC) leased from the City of Sacramento; and

WHEREAS, COUNTY has determined that it is necessary to retain CONTRACTOR to provide Project Management Software services; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation identified herein;

WHEREAS, pursuant to Government Code Section 31000, County is authorized to contract for specific special services with persons specially trained, experienced, and competent to perform such services; and

WHEREAS, pursuant to Sacramento County Code 2.61.440, the Department may include a provision in this Agreement authorizing an amendment to increase the maximum payment amount provided under this Agreement, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000; and

WHEREAS, the services described herein are not services provided by County employees and are therefore not subject to the requirement of County Charter 71-J; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

- A. This Agreement shall be effective and commence as of the date first written above and shall end on _____, 2030 (Initial Term).
- B. The Initial Term may be extended by COUNTY's Director Airports for two (2) additional two-year (2-year) option terms, for a possible total term of eight (8) years, by providing CONTRACTOR with written notice of such election sixty (60) days prior to the expiration of the then existing Term. Any extensions to the term must be mutually agreed to by the parties and memorialized in a formal amendment.
- C. COUNTY's Director is authorized to amend this Agreement to extend the term.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail [or e-mail], addressed as follows:

TO COUNTY:

Attn: Genevieve Vargas
Department of Airports
6900 Airport Blvd
Sacramento, CA 95837
vargasge@sacccounty.gov

TO CONTRACTOR:

Attn: Firm Name
Address
[E-mail:]

Either party may change the address [or e-mail address] to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (“Order”) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.
- C. [Add the following if over \$5 million:] CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or within 60 days of a request regarding compliance with economic sanctions and steps taken in response to Russia’s action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. COUNTY shall keep the report on file as evidence of compliance with the Order.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR’s services.

8. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

9. STATUS OF CONTRACTOR

OPTION 1

[Use when Contractor has 5 or more employees, is an "excluded service provider", or when a tax waiver has been obtained from County Counsel.
See Chapter 15 of Contracts Manual for more details.]

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law,

shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

OPTION 2

[Use for contractors not covered by Option 1]

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have:
- (1) Any entitlement as a COUNTY employee.
 - (2) Except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
 - (3) CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. Notwithstanding CONTRACTOR's status as an independent contractor, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent contractor as described in this Agreement. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

OPTION 3

[Use ONLY if Option 1 language is used and out-of-state contractor is not registered to do business in California; never use Option 3 in addition to Option 2:]

- F. Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that COUNTY shall withhold seven percent (7%) of all income paid to CONTRACTOR under this agreement for payment and reporting to the California Franchise Tax Board because CONTRACTOR does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
10. **REIMBURSEMENT OF EXPENSES** [include this provision if Option 2 in "Status of CONTRACTOR" section is used]

Expenses shall be itemized as a separate line item on the monthly invoice for payment. Original receipts are required to be submitted for reimbursement.

11. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

12. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

13. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

14. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System ("SCERS") retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will

be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

15. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

16. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649, inclusive.

17. PUBLIC COMMUNICATIONS

- A. CONTRACTOR agrees to acknowledge in all public communications and public outreach related to the program and/or project funded under this Agreement that the program and/or project is supported by Sacramento County. CONTRACTOR shall ensure that this acknowledgment is clear, prominent, and accurately reflects that funding is provided by Sacramento County.
- B. CONTRACTOR shall include the following statement in all relevant materials, including but not limited to press releases, websites, brochures, and social media posts:

"This program [OR project] is made possible through funding provided by Sacramento County."

CONTRACTOR shall also display the official Sacramento County logo, as provided by the COUNTY, alongside this acknowledgment statement, where feasible and appropriate.
- C. CONTRACTOR further agrees to promptly inform COUNTY of any public communications or public outreach activities related to the program and/or

project. CONTRACTOR shall submit drafts of any press releases or promotional materials for review and approval by COUNTY prior to dissemination.

18. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, gender expression, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

19. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance of this Agreement, regardless of whether

caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of an Indemnified Party.

- B. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR, CONTRACTOR's subcontractors, or any party used by CONTRACTOR in performance of this Agreement.
- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

20. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

21. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

22. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with the COUNTY's Web Accessibility Policy.

23. FAA ASSURANCES [Use in all Airports Contracts; modifications must be approved by County Counsel]

CONTRACTOR will, at all times during this Agreement, comply with the Airport Sponsor Assurances ("Assurances") and any subsequent revisions, updates, or amendments thereto. A copy of the current Assurances is attached as Exhibit X and incorporated herein by this reference. The provisions of the Assurances may

change during the term of this Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website (see www.faa.gov/airports/aip/grant_assurances.)

24. FAA CONTRACT PROVISIONS [Use in all Airports Contracts; modifications must be approved by County Counsel]

CONTRACTOR shall, at all times, during the term of this Agreement, comply with the FAA Contract Provisions ("Contract Provisions") and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as Exhibit X and incorporated by reference. CONTRACTOR shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

25. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C.
- B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by COUNTY on a [monthly basis for services performed during the previous month OR upon completion of services] [pick appropriate invoicing frequency]. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

26. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of COUNTY personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

27. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.
- C. The Director has authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

28. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by Director and County Counsel.

29. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

30. TIME

Time is of the essence of this Agreement.

31. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

32. DIRECTOR

As used in this Agreement, "Director" shall mean the Director of the Department of Airports, or his/her designee. Director shall administer this Agreement on behalf of COUNTY and is authorized to make administrative amendments to this Agreement on behalf of the COUNTY relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters so long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters subject to the approval, satisfaction, or discretion of COUNTY, the Director's decision in such matters shall be final.

33. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

34. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of mid-year budget or revenue reductions during the fiscal year.
- D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.
- F. The Director has authority to terminate this Agreement under paragraphs (A), (B) and (C), above.

35. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code Section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to COUNTY are members of SCERS. CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to Section 3 of this Agreement.

36. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

37. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

38. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

39. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

40. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

41. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

42. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

43. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C [add exhibits as necessary] attached hereto are part of this Agreement and are incorporated herein by reference.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

[name of Contractor and type of business entity]

By: _____
Cynthia A. Nichol
Director of Airports
Department of Airports

By: _____

Name: _____

Title: _____

“COUNTY”

“CONTRACTOR”

Date: _____

Date: _____

[Add following if BOS-approved contract:]

Agreement approved by
Board of Supervisors

Agenda Date: _____

Item Number: _____

Resolution Number: 2026-_____

Contract and Contractor Tax Status Reviewed and Approved by County Counsel

By: _____

Date: _____

Katrina G. Nelson
Supervising Deputy County Counsel

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICES

1. SERVICE LOCATION(S) [use or delete as appropriate]

Facility Name(s): Sacramento County Department of Airports
Street Address: 6900 Airport Blvd
City and Zip Code: Sacramento, CA 95837

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide the following services:

1. Software Licensing

- Provide unlimited software licenses for all County staff, consultants, and external stakeholders that require access.
- Licensing shall include full access to all modules, features, dashboards, workflow tools, and administrative functions.
- Licenses must permit concurrent users, remote access, and the ability to scale as County operations grow.

2. System Installation, Configuration, and Deployment

- Complete installation of the Project Management Software, including all server components, databases, system integrations, and user environment configuration.
- Configure the system to meet the County's project, program, and portfolio management workflows, including:
 - Project status/updating reporting
 - Capital planning
 - Project initiation
 - Project budget and cost tracking
 - Invoice processing

- Schedule management
- Change orders, RFIs, submittals
- Reporting dashboards and alerts
- Work with County's information technology (IT) team to meet all security, hosting, and technology compliance requirements including:
 - Authentication and user permissions
 - System performance standards
 - Integration capabilities (Application Programming Interface (API) availability, data import/export, etc.)
 - Data retention and backup protocols

3. Software Customization

- Customize the software to align with Department-specific project management and approval workflows.
- Configure system fields, forms, dashboards, and approval routing.
- Support County-defined requirements identified across the Project Management Software including but not limited to:
 - Portfolio and capital planning tools
 - Document control
 - Budget and cost module customization
 - Schedule management visibility
 - Audit trails and version tracking
 - Automated alerting and notifications
- Ensure that all customization remains supportable, upgradable, and compatible with future software versions.

4. System Integration

- Provide integration with existing County systems where applicable, including:
 - ERP or financial systems
 - Document repositories

- Single Sign-On (SSO)
- GIS, scheduling tools, or other platforms as identified during implementation
- Supply all API documentation, middleware, and technical support needed for successful integration.

5. Training and Knowledge Transfer

- Provide comprehensive training for County staff, including:
 - Up to six (6) in-person administrator training
 - Up to ten (10) combination of in-person and virtual end-user training
 - Up to six (6) virtual train-the-trainer sessions
- Furnish user manuals, quick reference guides, and recorded modules.
- Deliver a training plan that addresses the usability considerations.

6. Ongoing Technical Support

- Provide full-service technical support, including:
 - Helpdesk availability
 - Software updates and system patches
 - Troubleshooting assistance
 - Resolution of system issues and performance concerns
- Include access to all scheduled software upgrades, enhancements, and security releases.
- Provide a dedicated technical representative during implementation and early adoption phases.

7. Custom Reporting (Minimum of 10 Reports)

- Develop up to ten (10) customized reports tailored to County needs, such as:
 - Capital project status
 - Capital project portfolio summary
 - Budget and expenditure tracking

- Schedule progress dashboard
- Contract and change order reporting
- Executive-level project status rollup
- Reports must be exportable to standard formats (PDF, Excel, CSV) and configurable by County administrators.

8. Documentation Deliverables

The Contractor shall provide detailed documentation, including:

- System architecture and configuration documentation
- Data model and integration specifications
- Security protocols and compliance documentation
- Administrator handbook and technical references

9. Project Management and Implementation Services

- Develop a complete implementation plan, including:
 - Timeline and milestones
 - Roles and responsibilities
 - Data migration plan
 - Testing and validation procedures
 - Change management strategy
- Conduct phased rollouts if necessary to reduce operational disruption.

3. SCHEDULE

CONTRACTOR shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between COUNTY and CONTRACTOR.

4. RESPONSIBILITIES OF COUNTY AND CONTRACTOR FOR SCOPE

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONTRACTOR and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONTRACTOR. COUNTY shall furnish information and services as required by this Agreement and

shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONTRACTOR's services and of the project.

- B. CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by COUNTY of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.
- C. CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention (CDC) including staff education, staff training, routine cleaning of staff and public space, on-site washing facilities, and to the extent applicable Personal Protective Equipment (PPE) donning and maintenance. CONTRACTOR shall submit a plan for compliance with these standards to COUNTY. This safety plan and/or narrative description shall describe the education, training, routine cleaning, on-site washing facilities and the PPE to be used or provided by the CONTRACTOR. Compliance with these standards is not a reimbursable expense pursuant to this Agreement.
- D. [Consult with County Counsel if following provision, which implements Gov. Code, § 1097, is appropriate/applicable:] CONTRACTOR's duties and services under this Agreement shall not include preparing or assisting COUNTY with any portion of the COUNTY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with COUNTY. COUNTY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with COUNTY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Agreement.

5. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR's assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official

provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONTRACTOR shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

6. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONTRACTOR.

7. PROJECT PERSONNEL [use or delete as appropriate]

In the performance of the services hereunder, CONTRACTOR shall provide the personnel as set forth in the [title of response]. Any change in such personnel or reassignment in their project responsibilities must be agreed to in writing by the Director or his authorized representative before any such change may be made. Key contacts for this project shall be as follows:

COUNTY:	NAME: PHONE: E-MAIL:	Genevieve Vargas (916) 874-0484 vargasge@saccounty.gov
CONTRACTOR:	NAME: PHONE: E-MAIL:	

EXHIBIT B to Agreement

INSURANCE REQUIREMENTS

I. INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR is legally liable.

The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of COUNTY and the public are adequately protected.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

[Include Professional Liability (Errors and Omissions) requirement if Contractor is professionally licensed or is hired for their professional

advice or expertise (e.g. consultants, architects, engineers, healthcare professionals, attorneys, financial professionals, accountants, technology professionals, etc.)]

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

[Include Cyber Liability requirement if Contractor is collecting, storing, or transmitting Personal Identifiable Information (PII) or Protected Health Information (PHI)]

5. **Cyber Liability:** Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

[Include Technology Professional Liability if Contractor provides a technology service (data storage, website designers, etc.) or product (software providers)]

6. **Technology Professional Liability Errors & Omissions:** Insurance appropriate to CONTRACTOR's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information

“property” of the COUNTY in the care, custody, or control of the CONTRACTOR.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

III. **INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **Additional Insured Status:** The COUNTY, its Board of Supervisors, and all COUNTY officers, officials, employees, volunteers, and agents (“Additional Insureds”) are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’s primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the COUNTY.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions:** Self-insured retentions ("SIR"s) must be declared to and approved by the COUNTY in writing. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The COUNTY may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

- 9. Verification of Coverage:** CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the COUNTY.
- 10. Severability of Interest:** The CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11. Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR's required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.
- 12. Maintenance Of Insurance Coverage:** CONTRACTOR shall provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- 13. Special Risks or Circumstances:** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT C to Agreement

COMPENSATION

1. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is: \$ _____

2. COMPENSATION COMPONENTS [Optional]

[Insert additional language as appropriate to address compensation options – time and expenses; lump sum; fixed fee; cost plus fixed fee; etc.]

[Insert provisions regarding rate increases and process for approving, contingency, timing, etc. as appropriate.]

3. AMENDMENT

This Agreement may be amended to increase the maximum compensation amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000. [If the Agreement will be Board-approved, disclose this delegated authority in the Board Letter and/or specify it in the recommended action, unless the contract is included in the Board package.]

4. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that CONTRACTOR believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR's compensation is approved and executed by both parties.

5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION

CONTRACTOR shall notify COUNTY's Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

6. SUBMISSION OF INVOICES

CONTRACTOR shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery (or by e-mail) to the following address:

Attn: Genevieve Vargas
Department of Airports
6900 Airport Blvd
Sacramento, CA 95837
vargasge@saccounty.gov

CONTRACTOR shall include the following information on all invoices:

- a. Contract Number _____
- b. Project Name _____
- c. Date of Invoice Submission
- d. Time Period Invoice Covers
- e. Services Provided and Respective Compensation Requested
- f. Any other information deemed necessary by CONTRACTOR and/or COUNTY.

7. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provisions of this Agreement, COUNTY shall address and submit payments to CONTRACTOR at address in the Notice provision of this Agreement.

[If payment address will be different than notice address, then change last sentence to say "following address" and use the following additional text:]

Contractor's Name
Address
Address
Address

CONTRACTOR may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

EXHIBIT D to Agreement

REQUIRED FEDERAL AVIATION ADMINISTRATION LANGUAGE FOR PROFESSIONAL SERVICES CONTRACTS

A. ACCESS TO RECORDS AND REPORTS

Consultant must maintain an acceptable cost accounting system. Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

B. BREACH OF CONTRACT [Applies to contracts equal to or exceeding \$250,000]

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

C. GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities

to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Consultant transfers its obligation to another, the transferee is obligated in the same manner as the Lessor.

This provision obligates the Consultant for the period during which the property is owned, used or possessed by the Consultant and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

D. TITLE VI SOLICITATION NOTICE

The County of Sacramento, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

E. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment

practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Consultant under the contract until Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the Sponsor to enter into

any litigation to protect the interests of the Sponsor. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

F. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by the U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

G. CLEAN AIR/AIR POLLUTION CONTROL [applies to contracts and lower tier contracts exceeding \$150,000]

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

H. DEBARMENT AND SUSPENSION [applies to contracts equal to or exceeding \$25,000]

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

I. DISADVANTAGED BUSINESS ENTERPRISE

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other

remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying Consultant from future bidding as non-responsible.

J. DISTRACTED DRIVING [applies to contracts exceeding \$10,000]

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the County encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

K. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

Consultant certifies, by signing and submitting this bid or proposal that, to the greatest extent practicable, Consultant has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

L. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full

text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

M. TRADE RESTRICTION CERTIFICATION

By submission of an offer, Consultant certifies that with respect to this solicitation and any resultant contract, Consultant –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

Consultant must provide immediate written notice to the County if Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Consultant must require subcontractors provide immediate written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Consultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

N. CERTIFICATION REGARDING LOBBYING [applies to contracts exceeding \$100,000]

Consultant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

O. OCCUPATIONAL SAFETY AND HEALTH ACT of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

P. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Consultant agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Q. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Consultant must complete the following two certification statements. Consultant must indicate its current status as it relates to tax delinquency

and felony conviction by inserting a checkmark (✓) in the space following the applicable response. Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. Consultant represents that it is (___) is not (___) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. Consultant represents that it is (___) is not (___) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the County about its tax liability or conviction to the County, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

R. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered

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veterans readily available and qualified to perform the work to which the employment relates.

**EXHIBIT E to Agreement
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY,"
and _____
hereinafter referred to as "CONTRACTOR"**

Service Level Agreement

1. Applicability. This Service Level Contract and CONTRACTOR’s obligations herein shall be applicable for Software deployed on cloud or on the CONTRACTOR’s environment. Any Software installed on COUNTY systems or environment shall not be governed by this Service Level Contract.
2. Standard Support. CONTRACTOR shall provide COUNTY email support which shall be available Monday through Friday, 8:00 a.m. to 4:00 p.m. local time, excluding holidays.

Conditions for Providing Support. CONTRACTOR’s obligation to provide support services is conditioned upon the following: (a) COUNTY makes reasonable efforts to solve the problem after consulting with CONTRACTOR; and (b) COUNTY provides CONTRACTOR with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional systems involved in discovering the problem.

Exclusions from CONTRACTOR’s Support Services. CONTRACTOR is not obligated to provide support services in the following situations: (a) the problem is caused by COUNTY’s negligence, hardware malfunction or other causes beyond the reasonable control of CONTRACTOR; (b) the problem is with third party software not licensed through CONTRACTOR; (c) the problem is with individual user’s desktop or browser software; or (d) COUNTY has not paid fees under the Contract when due.

Support Levels: CONTRACTOR will provide Level 2 Technical Support and expects COUNTY to perform Level 1 Technical Support Service Desk capabilities (L1 Support), which primarily involves – user access management, answering user queries, triaging issues to differentiate user’s system vs. CONTRACTOR product issues. CONTRACTOR will provide product training along with documentation to COUNTY’s L1 Support team. As used herein, Level 1 Technical Support means first-line technical support for Users. Tier 1 Support includes: (a) acting as the primary point of contact with the Users for all general support issues, such as “How to” and basic troubleshooting; (b) gathering information from the User; (c) analyzing the reported symptoms and attempting to identify the underlying problem; and (d) following troubleshooting flows provided by the CONTRACTOR to isolate and resolve issues. Level 2 Technical Support means: (i) the advanced technical troubleshooting for issues that were unable to be resolved by Tier 1 Technical Support and (ii) the support for issues affecting all COUNTYs of the Software.

3. Software Availability.

CONTRACTOR will use commercially reasonable efforts to maintain the availability of the Software to the COUNTY and Users as follows:

Service Category	Availability/Response Time
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<p>Quarterly Availability / Uptime</p> <p><i>The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure or Exclusions in section 3.1 below.</i></p>	<p>99.00%</p>
<p>Scheduled Downtime</p>	<p>1:00 am – 1:30 am local time weekly on Saturdays, or as CONTRACTOR otherwise notifies COUNTY no less than 1 business day in advance.</p>
<p>Frequency of back-ups of user data and configuration data</p>	<p>One incremental back-up per day until 7 days after the end of an active event. All the data is retained for a year.</p>

3.1 Exclusions. CONTRACTOR shall have no liability for lack of availability due to: (1) outages caused by the failure of public network or communications components, (2) user errors, or (3) unauthorized use or misuse by COUNTY or anyone other than CONTRACTOR using any of the COUNTY passwords, provided that CONTRACTOR has taken industry standard steps to protect the Software from unauthorized access, intrusion, and disruption.

3.2 COUNTY Reporting. COUNTY shall report any unscheduled system downtime and any error, bug, or defect in the Software within a reasonable amount of time upon becoming aware or receiving notice of such system downtime, error, bug, or defect.

3.3 Sole Remedies for Failure to Meet the Service Availability Level Commitment. For each calendar month in which CONTRACTOR has uptime of:

1. less than 99% but above 90%, CONTRACTOR shall upon COUNTY’s request made within thirty (30) days of the end of the calendar month, provide COUNTY with a written plan for improving CONTRACTOR’s Software uptime to attain 99% Software uptime and CONTRACTOR shall promptly implement such plan;
2. between 85% and 90%, CONTRACTOR shall, upon COUNTY’s request made within thirty (30) days of the end of that calendar month, provide COUNTY with a service credit in an amount equal to five (5%) percent of the monthly fee and the action plan under subpart (a) above; or
3. less than 85%, CONTRACTOR shall, upon COUNTY’s request made within thirty (30) days of the end of that calendar month, provide COUNTY with a service credit in an amount equal to ten percent (10%) the monthly fee and the action plan under subpart (a) above.

COUNTY shall not exercise the rights in this Section 3.3 without a reasonable basis or belief that the applicable uptime commitment was not satisfied. If COUNTY believes that CONTRACTOR has failed to achieve an uptime commitment in any given month, CONTRACTOR shall, promptly following COUNTY’s request, provide a report that contains true and correct information detailing CONTRACTOR’s actual uptime performance.

THIS SECTION 3 SETS FORTH COUNTY’S SOLE AND EXCLUSIVE REMEDY, AND CONTRACTOR’S ENTIRE LIABILITY, FOR ANY FAILURE TO MEET THE SOFTWARE UPTIME COMMITMENT.

4. Error Corrections and Updates.

Definitions.

1. “Error” means a failure of the Software to conform to the documentation, resulting in the inability to use, or material restriction in the use of the Software.
2. “Maintenance Release” means a revision of the Software released by CONTRACTOR to its COUNTYs generally, to correct Errors in the Software or to maintain the operation of the Software in accordance with the documentation.

Severity	Examples	Initial Response Time
<p>Severity One: CRITICAL</p> <p>Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.</p>	<p>Production system is down or crashing frequently</p> <p>A business critical operation cannot be performed</p>	<p>< 2 hours</p>
<p>Severity Two: HIGH</p> <p>Significant loss of application functionality or performance resulting in high number of users unable to perform their normal functions. Major feature/product failure; inconvenient workaround or no workaround exists. The program is usable but severely limited.</p>	<p>Production system functioning with limited capabilities</p> <p>System unstable with periodic interruptions</p>	<p>< 6 hours</p>
<p>Severity Three: MEDIUM</p> <p>Moderate loss of application functionality or performance resulting in limited users impacted in their normal functions. Minor</p>	<p>Errors in production systems but still fully functional</p>	<p>< 1 business day</p>

<p>feature/product failure, convenient workaround exists/minor performance degradation.</p>	<p>Malfunction in non-critical functions</p>	
<p>Severity Four: LOW</p> <p>The issue consists of "how-to" questions including issues related to one or multiple modules and integration, and inquiries, enhancement requests, or documentation questions.</p>	<p>Need clarification of procedures or information in documentation</p> <p>Attributes or options do not operate as stated</p> <p>Software enhancement requests</p> <p>Documentation is incorrect</p>	<p>< 2 business days</p>

Maintenance Releases. During the term of the Contract, CONTRACTOR shall make the Maintenance Releases available to COUNTY if, as and when CONTRACTOR makes any such Maintenance Release generally available to its COUNTYs. If a question arises as to whether a Software offering is an upgrade or a new product or feature, CONTRACTOR's opinion shall prevail, provided that CONTRACTOR treats the Software offering consistently for its COUNTYs generally.

**EXHIBIT F to Agreement between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and _____,
HEREINAFTER referred to as "CONTRACTOR"**

I. DEFINITIONS

- a. **Application Programming Interface (API):** A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
- b. **CONTRACTOR:** The contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- c. **COUNTY Data:** All data created or in any way originating with the COUNTY, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the COUNTY, whether such data or output is stored on the COUNTY's hardware, the CONTRACTOR's hardware, hardware owned by subcontractors of the CONTRACTOR, or exists in any system owned, maintained or otherwise controlled by the COUNTY, the CONTRACTOR, or subcontractors of the CONTRACTOR.
- d. **Data Breach:** The misappropriation of COUNTY Data in the custody of the CONTRACTOR or the compromise of the security, confidentiality or integrity of the COUNTY Data Processing System maintained by the CONTRACTOR.
- e. **Cloud Solution:** The use of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), and others storing, processing, and/or transmitting of COUNTY Data in environments outside the control of the COUNTY.
- f. **FedRAMP:** Federal Risk and Authorization Management Program. Information about FedRAMP can be found at www.fedramp.gov.
- g. **Hybrid Solution:** The use of both a Cloud Solution and On-Premise Solution.
- h. **Internet Protocol (IP) address:** A numerical label assigned to each device connected to a computer network that uses the Internet Protocol for communication.
- i. **On-Premise Solution:** The use of a solution that is installed and run on computers that are on the COUNTY's premise.
- j. **StateRAMP:** State Risk and Authorization Management Program. Information about StateRAMP can be found at www.stateramp.org.
- k. **COUNTY Contacts:**

Role	COUNTY OF SACRAMENTO	Contact information
Approving Official /CISO	Rami Zakaria	Desk: (916) 874-7825

		CIO@saccounty.gov
Reporting/Information Security	Information Security Office (ISO) Glenn Herdrich	Desk: (916) 875- 5274 herdrichg@saccounty.gov Group:(916) 874-5171 iso@saccounty.gov

II. COMPLIANCE

a. Cloud Solution

1. The CONTRACTOR shall achieve FedRAMP or StateRAMP Ready Status for the Cloud Service being provided within 90 days of the Agreement execution. Upon issuance of this Agreement, the CONTRACTOR must achieve full FedRAMP or StateRAMP authorization for the applicable security control category within 12 months. The CONTRACTOR must comply with required continuous monitoring to maintain FedRAMP or StateRAMP authorizations.
2. The COUNTY reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor’s environment. The CONTRACTOR must respond to all flaws discovered that could affect performance to FedRAMP or StateRAMP specifications. CONTRACTOR must provide a timeframe acceptable to the COUNTY to resolve the identified issue and/or implement a compensating control.
3. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

b. On-Premises Solution

1. The CONTRACTOR shall ensure that applicable Information Systems the CONTRACTOR provides as a part of this agreement are capable of running the following security tools:

Security Tool	Applicable Information Systems
crowdStrike Falcon	ervers, Workstations, Non-Hardened Appliance
anium	ervers, Workstations, Non-Hardened Appliance
plunk Universal forwarder or alternative log forwarder	ervers, Workstations, Non-Hardened Appliance, Internet-of-Things (IoT)

2. The COUNTY reserves the right to conduct audits, risk assessments, vulnerability assessments, and penetration tests of the CONTRACTOR's solution.
3. The CONTRACTOR must respond within 30 days to all Critical and Important flaws discovered that could affect the security of the solution.
4. CONTRACTOR must resolve the identified issue and/or implement a compensating control within 90 days.
5. Any deviation from these requirements must be approved by the COUNTY Chief Information Security Officer or designee in writing.

c. Hybrid Solution

The CONTRACTOR must comply with both Cloud Solution and On-Premises Solution requirements for corresponding system components.

III. NON-DISCLOSURE

The CONTRACTOR shall require commercially reasonable non-disclosure agreements with applicable employees and subcontractors, and limit COUNTY Data knowledge to that which is necessary to perform job duties involved in the performance of this Agreement.

IV. DATA OWNERSHIP

- a. The COUNTY solely and exclusively owns and retains all right, title and interest, whether express or implied, in and to any and all COUNTY data. CONTRACTOR neither has nor acquires, any right, title or interest, whether express or implied, in and to COUNTY data.
- b. CONTRACTOR will only use COUNTY data for the purposes set forth in this Agreement. CONTRACTOR will only access COUNTY data as necessary for performance of this Agreement. CONTRACTOR will not access COUNTY user accounts except to respond to service or technical problems or at the COUNTY's specific request.
- c. All COUNTY data, including copies, summaries and derivative works thereof, must be remitted, in a mutually agreeable format and media, to the COUNTY by the CONTRACTOR upon request or upon completion, termination or cancellation of this Agreement. The foregoing sentence does not apply if the COUNTY Chief Information Security Officer or delegate authorizes in writing the CONTRACTOR to sanitize and/or destroy the data in a manner acceptable to the COUNTY and the CONTRACTOR certifies in writing the sanitization and/or destruction of the data.
- d. Within 90 days following any remittance of COUNTY Data to the COUNTY, CONTRACTOR shall, unless otherwise instructed by the COUNTY in writing, sanitize and/or destroy any remaining data in a manner acceptable to the COUNTY, and certify in writing that the sanitization and/or destruction of the data has occurred. Any such remittance, sanitization or destruction will be at the CONTRACTOR's sole cost and expense.

V. DATA LOCATION

The CONTRACTOR shall provide its services to the COUNTY solely from data centers in the United States (U.S.). Storage of COUNTY Data at rest shall be located solely in data centers in the U.S. The CONTRACTOR shall not allow its personnel or contractors to store COUNTY Data on portable devices, including but not limited to personal computers, except for devices that are used and kept only at its U.S. data centers and used for this Agreement. The CONTRACTOR shall permit its personnel and contractors to access COUNTY Data remotely only as required to provide technical support. The CONTRACTOR may provide technical user support on a 24/7 basis using a follow-the-sun model, unless otherwise prohibited in this Agreement.

VI. NOTIFICATION OF LEGAL REQUESTS

- a. The CONTRACTOR shall immediately notify COUNTY upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests related to all data given to CONTRACTOR by COUNTY in the performance of this Agreement, and in no event later than 24 hours after it receives the request.
- b. CONTRACTOR shall not respond to legal requests related to COUNTY without first notifying COUNTY other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.
- c. CONTRACTOR shall retain and preserve COUNTY Data in accordance with the COUNTY's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the COUNTY to CONTRACTOR, independent of where the COUNTY Data is stored, at CONTRACTOR'S sole cost and expense.

VII. SECURITY BREACHES

- a. Upon becoming aware of a potential, suspected, or actual Data Breach involving COUNTY data, the CONTRACTOR shall without undue delay (and in no event later than 72 hours of becoming aware of such Data Breach) inform the COUNTY and provide written details of the Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Data Breach, any other information the COUNTY may reasonably request concerning the affected persons, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to the CONTRACTOR.
- b. The CONTRACTOR will promptly take reasonable steps to contain, investigate and mitigate any Data Breach. CONTRACTOR will provide timely information about the Data Breach including, but not limited to, the nature and consequences of the Data Breach; the measures taken and/or proposed by CONTRACTOR to mitigate or contain the Data Breach; the status of the CONTRACTOR investigation of the Data Breach; a contact point from which additional information may be obtained; and the categories and approximated number of data records concerned, if available.

- c. CONTRACTOR's communications with COUNTY in connection with a Data Breach shall not be construed as an acknowledgment by CONTRACTOR of any fault or liability with respect to the Data Breach.
- d. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant legal authorities, except as otherwise required by applicable law. In the event of a Personal Data Breach, the CONTRACTOR will provide timely information and cooperation as the COUNTY may require to fulfill COUNTY'S Data Breach reporting obligations under applicable law; take such measures and actions as are appropriate to remedy or mitigate the effects of the Data Breach; and shall keep COUNTY up-to-date about all developments in connection with the Data Breach.
- e. CONTRACTOR shall perform all requirements in the above subsections (a)-(d) of this section at CONTRACTOR'S sole cost and expense.

VIII. ACCESS TO SECURITY LOGS AND REPORTS

The CONTRACTOR shall support logging in a format as agreed to by both CONTRACTOR and the COUNTY. Logging capabilities shall include latency statistics, user access, user access internet protocol (IP) address, application programming interface (API) calls for the COUNTY's account including the source IP address of the API caller, the request parameters and the response elements returned, user access history and security logs for all COUNTY Data and digital content related to this Agreement. The logs shall be sufficient to enable the COUNTY to perform to the COUNTY's satisfaction security analysis, resource change tracking and compliance auditing.

IX. SUBCONTRACTOR DISCLOSURE

The CONTRACTOR shall identify in writing to COUNTY as soon as known by CONTRACTOR all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the CONTRACTOR, and who shall be involved in any application development and/or operations

X. RIGHT TO REMOVE INDIVIDUALS

The COUNTY shall have the right at any time to require that the CONTRACTOR remove from interaction with COUNTY any CONTRACTOR representative who the COUNTY believes is detrimental to its working relationship with the CONTRACTOR. The COUNTY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the COUNTY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of this Agreement or future work orders without the COUNTY's consent.

XI. TERMINATION AND SUSPENSION OF SERVICE

- a. In the event of termination of this Agreement, the CONTRACTOR shall implement an orderly return of COUNTY Data in a mutually agreeable format at CONTRACTOR's sole cost and expense. The CONTRACTOR shall guarantee the subsequent secure disposal of COUNTY Data.
- b. During any period of suspension or contract negotiation or disputes, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data.
- c. In the event of termination of any services or this Agreement in entirety, the CONTRACTOR shall not take any action to intentionally erase any COUNTY Data for a period of 90 days after the effective date of the termination. After such 90-day period, the CONTRACTOR shall have no obligation to maintain or provide any COUNTY Data and shall thereafter, unless legally prohibited, dispose of all COUNTY Data in its systems or otherwise in its possession or under its control at CONTRACTOR'S sole cost and expense. Within this 90- day timeframe, CONTRACTOR will continue to secure and back up COUNTY Data covered under this Agreement.
- d. The COUNTY shall be entitled at no additional cost to COUNTY to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.
- e. When requested by the COUNTY, the provider shall at CONTRACTOR'S sole cost and expense destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. - Certificates of destruction shall be provided to the COUNTY at no additional cost to COUNTY.

XII. CONTRACT AUDIT

The CONTRACTOR shall allow the COUNTY to audit conformance to the Agreement terms. The COUNTY may perform this audit or contract with a third party at its discretion and at the COUNTY's expense.

XIII. WEB ACCESSIBILITY (ONLY APPLICABLE TO WEB-BASED SOLUTIONS)

COUNTY strives to achieve web accessibility by complying with the requirements of Section 508 of the Rehabilitation Act of 1973 §1194.22, as amended (29 U.S.C. Section 794d). County websites (and those provided by 3rd party service providers, aka CONTRACTOR) shall be designed based on standards from the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) to make web content accessible to people with disabilities.

It is the responsibility of the CONTRACTOR to become familiar with these guidelines and to apply these standards in designing and creating any official County of Sacramento website.

[Contract No. _____]

CONTRACTOR shall deliver services in compliance with Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG).