

# **Attachment A**

**Agreement with World Wide Technology**

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and World Wide Technology, LLC, a Missouri limited liability corporation ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to provide the deliverables and perform the special services required by COUNTY as set forth herein, and is willing to provide such products and perform such deliverables and services, and COUNTY desires to obtain certain products and services from CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

### 1. DESIGNATED REPRESENTATIVE

Virginia Butterfield at phone number 805-705-1046 and email vmbfield@countyofsb.org is the representative of COUNTY and will administer this Contract (defined below) for and on behalf of COUNTY. Mitchell Holguin at phone number (314) 569-7000 and email mitchell.holguin@wwt.com is the representative for CONTRACTOR and is duly authorized by CONTRACTOR to administer this Contract for and on behalf of CONTRACTOR. Changes to a Party's designated representative as set forth in this Section 1 shall be made only after advance written notice to the other Party.

### 2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Contract (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Information Technology Department  
Finance Division  
105 E. Anapamu Street, Room 304, Santa Barbara, CA 93101

To CONTRACTOR: World Wide Technology, LLC  
1 World Wide Way  
St. Louis, MO 63146  
Attn: Legal & Compliance – Public Sector/SLED  
Email: Legal\_Compliance\_Team@wwt.com

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

### 3. SCOPE OF SERVICES; PRODUCTS

CONTRACTOR shall provide to COUNTY the products, deliverables and services (collectively, the "Solution") set forth in the statement of work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

#### **4. TERM**

The term of this Contract ("Term") shall commence as of the Effective Date, and shall terminate on **February 4, 2030**, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Contract.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for the Solution, CONTRACTOR shall be paid under this Contract in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Solution under this Contract as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Contract so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to provide the Solution. Accordingly, CONTRACTOR shall provide the Solution in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature that CONTRACTOR delivers to COUNTY pursuant to this Contract shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct all errors or omissions in the provision of the Solution, at COUNTY'S request, and without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Contract. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. WARRANTY AND SUPPORT**

CONTRACTOR certifies that it is a Manufacturer Authorized Partner of the manufacturer (“Manufacturer”) of all equipment, products, software, and licenses provided by CONTRACTOR as components of the Solution hereunder (collectively, the “products”) as of the date of CONTRACTOR’s Proposal (defined below), and that CONTRACTOR has the certification and specialization required by Manufacturer to support both the products sale and products pricing, in accordance with the applicable Manufacturer certification and specialization requirements.

CONTRACTOR warrants that all products are new, in such product’s original packaging. CONTRACTOR certifies that CONTRACTOR has sourced all products from Manufacturer and in accordance with all applicable laws and policies at the time of purchase. CONTRACTOR shall provide the COUNTY with a copy of all end user license agreements for each of the products, and shall warrant that all software included in the Solution is licensed originally to County of Santa Barbara as the original licensee authorized to use such software. In the event there are questions pertaining to the validity of the products, COUNTY reserves the right to verify the origin of the products with the Manufacturer. In the event the products have been acquired from unauthorized channels, COUNTY further reserves the right to terminate this Contract and/or return the products for a full refund.

CONTRACTOR warrants to COUNTY that, for the period of five (5) years after the Effective Date (“Warranty Period”), all software and products provided by CONTRACTOR to COUNTY hereunder (“Products”) shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by County, as set forth in this Contract; (c) be fit for their intended purpose and operate as intended and in accordance with the specifications set forth in the Contract. These warranties shall survive delivery, inspection, acceptance and payment of or for such products and software by COUNTY. To the extent within the Warranty Period, CONTRACTOR shall correct any and all errors, omissions and other breaches of the warranty set forth in this Section 9, at the COUNTY’s request, without additional compensation.

In the event of any error or failure of any Product during the Warranty Period, CONTRACTOR shall commence repair or replacement of such Product within three (3) business days from the date CONTRACTOR is notified of such error or failure, and shall diligently pursue and complete the necessary repair or replacement of such Product(s) within five (5) business days of such notification. To the extent practicable, such repairs and/or replacements performed hereunder shall be performed by local service providers (defined as a service provider based within the Santa Barbara region, which includes San Luis Obispo, Ventura, and Santa Barbara Counties). To the extent that the Warranty Period extends beyond the Term, this Section 9 shall survive the termination of this Contract.

CONTRACTOR represents and warrants that it has the skills, expertise, qualifications, licenses and permits necessary to ensure delivery of the Products and perform the services required under this Contract. CONTRACTOR warrants to COUNTY that it shall ensure that (a) all services hereunder shall be performed using personnel of required skill, experience and qualifications, and in a professional and workmanlike manner in accordance with the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged; (b) devote adequate resources to meet its obligations under this Contract; and (c) ensure that all of CONTRACTOR’s equipment used in the performance of this Contract is in good working order and suitable for the purposes for which it is used, and conforms to all applicable legal requirements and standards, and to the requirements and standards specified by the COUNTY.

## **10. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **11. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with CONTRACTOR's performance as required under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **12. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items in connection with this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials of the COUNTY accessible by CONTRACTOR by virtue of this Contract ("County Data"). CONTRACTOR shall not release, disclose or transmit any County Data to other than as provided in this Contract and solely to the extent necessary to fulfill CONTRACTOR's obligations to COUNTY hereunder, except after the express prior written consent of COUNTY in each instance.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided exclusively for COUNTY by CONTRACTOR, and detailed in an applicable Statement of Work under this Contract as prepared or provided exclusively for COUNTY pursuant to this Contract (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor grants to County a nonexclusive, worldwide, royalty-free license to use all software provided to COUNTY hereunder during the Term, including, but not limited to, permission to make copies of such provided software for such internal use and compliance with applicable law, including, but not limited to, the Brown Act and Public Records Act, but not permission to distribute such software or any copies of them, other than as required by applicable law, including, but not limited to, the Brown Act and Public Records Act. This Section 12 shall survive expiration or termination of this Contract.

## **13. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would

give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

#### **14. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Solution, including, without limitation, all data collected, used, maintained, processed, stored, by or on behalf of COUNTY in connection with this Contract ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Contract. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Solution hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

#### **15. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Contract, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **16. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

#### **17. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with

the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **18. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar products and/or services as those provided by CONTRACTOR.

#### **19. NON-ASSIGNMENT**

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, in whole or in part, whether by operation of law or otherwise ("Transfer") this Contract, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 19 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

#### **20. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Contract, in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments and is not entitled to a refund of any prepaid fees or alleviated for any fees payable with regard to the remainder of the Term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all services hereunder (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by

CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory provision of the Solution as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Solution rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Solution rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **21. SECTION HEADINGS**

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **24. TIME IS OF THE ESSENCE**

Time is of the essence in this Contract and each covenant and term is a condition herein.

## **25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **26. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including all Exhibits attached hereto, together with the Request for Proposals Number 1860002 for Network Core Routers ("RFP") and the Proposal submitted by CONTRACTOR in response to same (the "Proposal" and, together with the RFP and this Agreement, collectively, the "Contract"), contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **27. SUCCESSORS AND ASSIGNS**

This Contract is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 19, above.

## **28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **29. CALIFORNIA LAW AND JURISDICTION**

This Contract shall be governed by the laws of the State of California. Any litigation regarding or arising out of this Contract shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **30. EXECUTION OF COUNTERPARTS**

This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **31. AUTHORITY**

All signatories and parties to this Contract warrant and represent that they have the power and authority to enter into this Contract in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Contract, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **32. SURVIVAL**

All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.

## **33. ORDER OF PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 33 of this Agreement ("Numbered Sections") shall prevail over those in the Exhibits, other than Exhibits C, which shall control and prevail over the Numbered Sections and the Statement of Work. If the Statement of Work, Proposal, or quote(s) provided by CONTRACTOR incorporated into the Statement of Work or Proposal, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the RFP, Numbered Sections, and Exhibits B and C hereto (collectively, the "COUNTY Terms"), on the one hand, and CONTRACTOR's Terms, on the other, the COUNTY Terms shall take precedence and control, followed by CONTRACTOR's Terms, if any.

## Agreement for Services of Independent Contractor between the County of Santa Barbara and World Wide Technology, LLC

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties ("Effective Date").

ATTEST:

COUNTY OF SANTABARBARA:

Mona Miyasato  
County Executive Officer Clerk of  
the Board

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Laura Capps, Chair  
Board of Supervisors

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

CONTRACTOR:

Chris Chirgwin  
Information Technology

WORLD WIDE TECHNOLOGY, LLC

DocuSigned by:  
*Chris Chirgwin*  
By: \_\_\_\_\_  
D97209A7A68A4A0  
Department Head

By: \_\_\_\_\_  
*Gregory Brush*  
Authorized Representative

Name: Greg Brush

Title: Vice President, Public Sector

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem

Betsy M. Schaffer, CPA

County Counsel

Auditor-Controller

Signed by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
8F464D822C84450...  
Deputy County Counsel

DocuSigned by:  
*Betsy M. Schaffer*  
By: \_\_\_\_\_  
6BAAEA15901943F...  
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:  
*Gregory Milligan*  
By: \_\_\_\_\_  
05E555E00269466  
Risk Management

## EXHIBIT A STATEMENT OF

### WORK

World Wide Technology, LLC, shall be responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. The Director of the County's ITD Department may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to thirty (30) days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

CONTRACTOR is a reseller of the router Solution provided by Juniper Networks ("Provider") as specified in this Statement of Work, including sixty (60) months of Provider maintenance and support services (Paragon Base Support and Paragon Advanced Features), commencing as of the shipment date of the equipment and CONTRACTOR shall cause Provider to provide to County the products and services in accordance with the provisions of this Agreement.

The anticipated products and services to be provided (collectively, the "Solution") pursuant to the Agreement are described below.

#### Specific System Requirements

Core Routers will be deployed in pairs for dual chassis redundancy. Edge Routers are deployed as a single chassis on two different county locations. Each Core and Edge router chassis must support:

- Multi-Core processor.
- Fan Tray with multiple fans (hot-swappable).
- Dual Power Supply. System must fully function on one power supply.
- AC and DC solutions.
- Modular Hardware Configuration (expandable hardware modules).
- Sufficient Memory to support over 1 Million IPv4 Routes.
- Sufficient memory to support over 1 Million MPLS Labels.
- Minimum Lifecycle of 5 years with mainstream support.
- Link Layer Discovery Protocol (LLDP) support.
- Access Control Lists for Security enforcement.
- MPLS Support:
  - MPLS L3 VPN, MPLS L2VPN, EVPN/VxLAN, MPLS L2 remote xconnect (pseudowire).  
Segment routing (future).
- Routing Protocols OSPF, BGP, MP-BGP.
- IP SLA or equivalent.
- Network Based Application Recognition (NBAR) or equivalent.
  - **Can export FLOW traffic to a collector**
- Netflow or equivalent.
- Quality of Service (QOS)
- Packet classification (metering/marketing)
- Queuing minimum of 8 queues per policy.
- Policing and shaping.

- Ability to apply QOS policies at interface, sub-interface, and virtual interface level.
- Serviceability, please identify any components that are NOT hot-swappable, field serviceable or capable of in-service upgrades
  - The ACX7024X is a fixed platform with 6 fans and dual redundant power supplies per chassis that are hot swappable

### Physical Interface Requirements

Core router will have a dual function as provider edge (PE) and provider (P) routers. Edge Routers primary role is to interconnect with the County's transit providers. Routers should support:

- Minimum of four (4) 10Gbps interfaces to support Backbone uplinks (Core Router to Core router interconnect), and downstream connectivity to distribution switches.
- Ability to support up to sixteen (16) 10Gbps interfaces to support Backbone uplinks (Core Router to Core router interconnect), and downstream connectivity to distribution switches in select locations.
- Link Aggregation Protocol, virtual interfaces such as ether-channel, aggregate ethernet, or bundle ethernet.
- Link aggregation control protocol. Inter-vendor support for LACP.
- Ethernet Interfaces Small form-factor (SFP) must support different modes and wavelengths, as well as extended range.
  - For the GLC-ZX-SMD optic we would suggest moving to 1GE 40km optic or for longer reach a 10GE ZR optic [EX-SFP-10GE-ZR](#)
  - For QFBR-5766LP we have [SFP-1GE-SX-IT](#)

### Routing Requirements

Core Routers will participate on OSPF. Edge Routers will establish eBGP session from multiple service/transit providers. Edge routers learn full internet routing tables from each service/transit providers. Each device must support:

- OSPF Process ID.
- Configure router-id using interface lo0 IPv4 address.
- Configure auto-cost reference-bandwidth.
- Explicitly configure OSPF cost on all backbone links to optimize path selection.
- Enable passive-interface by default.
- Enable OSPF network point to point on all backbone links.
- Enable OSPF network broadcast for multipoint links.
- Configure OSPF priority on multipoint links to control BR/BDR selection.
- Enable MPLS LDP Sync holdown.
- Enable OSPF Authentication on all new links.
- All OSPF neighbors should not form multiple adjacencies to the same neighbor.
- Non-stop routing, non-stop forwarding.

### MPLS Requirements

- Configure router-id with interface lo0 IP address
- Enable IP MPLS on all Core Interfaces to form LDP neighbors.
- Enable IP MPLS on all P to P and P to PE links.
- Must account for 4-byte header overhead per MPLS tag.
- MPLS services such as MPLS VPN, MPLS EVPN (for VxLAN), MPLS L2VPN, use 2 tags. A transport tag and a service tag.

**Additional Requirements**

- Multicast Routing:
  - IP PIM sparse mode on multicast interfaces.
  - Support for IP PIM and IGMP and allow for configuration of RP for specific multicast groups
  - To avoid a single point of failure, configure candidate BSRs.
- Support for IP redundancy protocols such as Virtual Router Redundancy Protocol. These protocols help eliminate a single point of failure by using a virtual IP address that acts as a virtual router and can be shared between two or more routers.
- 5-year warranty and support coverage for hardware, software, and licenses.

**Value**

Juniper is leveraging a current 'WAN2x' promotion to add three sizable additional incentives to the County of Santa Barbara with significant benefits and zero cost. This program is already included in the quote supplied in our partner response and includes:

1. [Juniper Paragon Automation](#) Platform and Base for 3 years. \*

Device Onboarding	Device Management	Observability	Trust
Onboarding Workflow	Inventory Management	Up to 71 KPIs monitored	Trust Score
Intent Plans	Intent Based LCM	Graphing & Drill-In	Compliance
Device Profiles	Software Management	AI/ML (Dynamic Thresholding, Device Health, Bad Cable Detection)	Vulnerability - SIRT
Interface Profiles	Configuration Management	Alert	Integrity - Software EOL
Configuration, device & network	Backup & Restore	Notification (Webhook, Email)	Integrity - Hardware EOL
Assurance - Trust - Active Assurance tests - Device Health	License Management		
	Alarms		

2. \$31,000 in [Juniper Flexible Services Credits](#) (FSCs) for FREE

These credits can be used for [Juniper Pro Services](#), [Juniper Advanced Services](#) or [Juniper Training](#) valid for 12 months from booking. The County to receive a voucher to redeem these services upon booking. Note if the bill-of-materials is reduced, so would be the number of flexible training credits.

3. [Juniper Support Insights](#) to help maintain the County's new (and existing) Juniper systems



### Sales Quotation

Quote # 7138189.6  
 Quote Date JAN-21-2025  
 Expiration Date FEB-20-2025  
 Quote Name County of SB Juniper WAN

### Submitted By

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### Submitted To

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 Christian Garcia  
 805-568-2696  
 cgarcia@countyofsb.org

### Issue PO To

World Wide Technology, LLC.  
 1 World Wide Way  
 Saint Louis, MO 63146 US

Everything must be ordered together in one purchase.

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
<b>Software</b>							
1	S-PA-PLATFORM-S-3	JUNIPER NETWORKS INC	Software	1	CALL	\$0.00	\$0.00
	<b>Description:</b> SW,PARAGON,PLATFORM,W/SVC CS,3Y W/SVC CS						
2	S-PA-BASE-100-S-3	JUNIPER NETWORKS INC	Software	1	CALL	\$0.00	\$0.00
	<b>Description:</b> SW,PARAGON,BASE,100G,W/SVC CS,3Y W/SVC CS						
3	S-EACX-100G-P-5	JUNIPER NETWORKS INC	Software	16	CALL	\$2,131.43	\$34,102.88
	<b>Description:</b> Juniper EACX With Software Support - Premium Subscription License - 100G Capacity - 5 Year						
4	SVC-ND-ACX702X2P	JUNIPER NETWORKS INC	Software	16	CALL	\$5,404.95	\$86,479.20
	<b>Description:</b> Juniper Care Support Service - Service ACX7024X-DC-2PSU						
							<b>SUBTOTAL : \$120,582.08</b>

### Services

5	SVC-AWAN-NRP-PROMO	JUNIPER NETWORKS INC	Services	1	CALL	\$0.00	\$0.00
	<b>Description:</b> AWAN FLEXIBLE SERVICE CREDIT NETWORK REFRESH PROGRAM- CAMPAIGN I						
							<b>SUBTOTAL : \$0.00</b>

### Hardware

6	SFP-1G-T-C	JUNIPER NETWORKS INC	Hardware	16	CALL	\$69.20	\$1,107.20
	<b>Description:</b> Juniper SFP (mini-GBIC) Module TEMP 0 THRU 70 DEGC RJ-45 CONNECTOR						

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
7	SFP-1G-SX-C	JUNIPER NETWORKS INC	Hardware	12	CALL	\$29.03	\$348.36
	<b>Description:</b> Juniper SFP (mini-GBIC) Module						
8	SFP-1G-LX-C	JUNIPER NETWORKS INC	Hardware	6	CALL	\$46.64	\$279.84
	<b>Description:</b> Juniper SFP (mini-GBIC) Module						
9	SFPP-10G-SR-C	JUNIPER NETWORKS INC	Hardware	39	CALL	\$42.33	\$1,650.87
	<b>Description:</b> Juniper SFP+ Module						
10	SFPP-10G-LR-C	JUNIPER NETWORKS INC	Hardware	10	CALL	\$59.01	\$590.10
	<b>Description:</b> Juniper SFPP-10G-LR-C SFP+ Module						
11	SFPP-10GE-ZR-IT	JUNIPER NETWORKS INC	Hardware	10	CALL	\$871.79	\$8,717.90
	<b>Description:</b> Juniper SFP+ Module BAIL						
12	ACX7024X-AC-2PSU	JUNIPER NETWORKS INC	Hardware	16	CALL	\$11,277.12	\$180,433.92
	<b>Description:</b> Juniper ACX7024X, AC Redundant PSU						

**SUBTOTAL : \$193,128.19**

**TOTALS**

Hardware Total	\$193,128.19
Software Total	\$120,582.08
Services Total	\$0.00
Subtotal	\$313,710.27
Estimated Shipping	\$0.00
Estimated Tax	\$21,669.58

**Total Price \$335,379.85**

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Prices are subject to change if new tariffs or duties are enacted after the date of this quote.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



### Sales Quotation

Quote # 7138660.6  
 Quote Date JAN-21-2025  
 Expiration Date FEB-20-2025  
 Quote Name County of SB Juniper DATA CENTER

### Submitted By

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### Submitted To

COUNTY OF SANTA BARBARA  
 Christian Garcia  
 805-568-2696  
 cgarcia@countyofsb.org

### Issue PO To

World Wide Technology, LLC.  
 1 World Wide Way  
 Saint Louis, MO 63146 US

Everything must be ordered together in one purchase.

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
<b>Hardware</b>							
1	JNP-100G-DAC-1M	JUNIPER NETWORKS INC	Hardware	12	CALL	\$124.80	\$1,497.60
	Description: QSFP28 100G DAC 1m						
2	JNP-100G-DAC-5M	JUNIPER NETWORKS INC	Hardware	7	CALL	\$188.45	\$1,319.15
	Description: QSFP28 100G DAC 5m						
3	QFX-QSFP-40G-SR4	JUNIPER NETWORKS INC	Hardware	10	CALL	\$266.91	\$2,669.10
	Description: QSFP+ 40GE SR4 Transceiver, Switching						
4	SFPP-10G-SR-C	JUNIPER NETWORKS INC	Hardware	119	CALL	\$42.33	\$5,037.27
	Description: Juniper SFP+ Module						
5	SFP-1G-T-C	JUNIPER NETWORKS INC	Hardware	20	CALL	\$69.20	\$1,384.00
	Description: SFP, 1G-T Transceiver						
6	SFP-1G-SX-C	JUNIPER NETWORKS INC	Hardware	8	CALL	\$29.03	\$232.24
	Description: SFP, 1G-SX Transceiver						
7	SFP-25G-LR-C	JUNIPER NETWORKS INC	Hardware	100	CALL	\$430.95	\$43,095.00
	Description: SFP28 25GE LR Transceiver						
8	SFP-1G-T-C	JUNIPER NETWORKS INC	Hardware	40	CALL	\$69.20	\$2,768.00
	Description: SFP, 1G-T Transceiver						

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
9	QSFP-100G-SR4-C	JUNIPER NETWORKS INC	Hardware	4	CALL	\$224.28	\$897.12
	<b>Description:</b> QSFP28 100G SR4 Transceiver						
10	QFX5120-48Y-AFO2	JUNIPER NETWORKS INC	Hardware	8	CALL	\$9,349.12	\$74,792.96
	<b>Description:</b> QFX5120-48Y AC Airflow out						
11	QFX5120-48T-AFO	JUNIPER NETWORKS INC	Hardware	6	CALL	\$9,272.01	\$55,632.06
	<b>Description:</b> 48X10GT + 6X100G 1U AC airflow out						
12	JNP-SFP-25G-DAC-1M	JUNIPER NETWORKS INC	Hardware	10	CALL	\$48.53	\$485.30
	<b>Description:</b> Juniper SFP 25GBase Direct Attach Copper Cable 1-meter, Passive ATTACH COPPER CABLE						
							<b>SUBTOTAL : \$189,809.80</b>

**Software**

13	S-QFX5K-C1-A2-5	JUNIPER NETWORKS INC	Software	8	CALL	\$11,589.12	\$92,712.96
	<b>Description:</b> 5 yr Adv2 license for Class 1 QFX5K						
14	S-QFX5K-C1-A2-5	JUNIPER NETWORKS INC	Software	6	CALL	\$11,589.12	\$69,534.72
	<b>Description:</b> 5 yr Adv2 license for Class 1 QFX5K						
							<b>SUBTOTAL : \$162,247.68</b>

**Maintenance/Support**

15	SVC-ND-QFX5-48YB	JUNIPER NETWORKS INC	MNT/Support	8	CALL	\$3,808.65	\$30,469.20
	<b>Description:</b> JNPR Care ND Supt QFX5120-48Y-2 5 Years						
16	SVC-ND-QFX51-48T	JUNIPER NETWORKS INC	MNT/Support	6	CALL	\$3,916.92	\$23,501.52
	<b>Description:</b> JNPR Care ND Supt QFX5120-48T 5 Years						
							<b>SUBTOTAL : \$53,970.72</b>

<b>TOTALS</b>	
Hardware Total	\$189,809.80
Software Total	\$162,247.68
MNT/Support Total	\$53,970.72
Subtotal	\$406,028.20
Estimated Shipping	\$0.00
Estimated Tax	\$14,710.25
<b>Total Price</b>	<b>\$420,738.45</b>

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Prices are subject to change if new tariffs or duties are enacted after the date of this quote.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



### Sales Quotation

Quote # 7145276.3  
 Quote Date JAN-21-2025  
 Expiration Date FEB-20-2025  
 Quote Name CofSB Juniper Paragon 3 Years

### Submitted By

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### Submitted To

COUNTY OF SANTA BARBARA  
 Christian Garcia  
 805-568-2696  
 cgarcia@countyofsb.org

### Issue PO To

World Wide Technology, LLC.  
 1 World Wide Way  
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
<b>3 Years</b>							
1	S-PA-PLATFORM-S-3	JUNIPER NETWORKS INC	Software	1	CALL	\$58,356.09	\$58,356.09
<b>Description:</b> SW,PARAGON,PLATFORM,W/SVC CS,3Y W/SVC CS							
2	S-PA-BASE-400-S-3	JUNIPER NETWORKS INC	Software	4	CALL	\$466.85	\$1,867.40
<b>Description:</b> SW,PARAGON,BASE,400G,W/SVC CS,3Y							
							<b>SUBTOTAL : \$60,223.49</b>

<b>TOTALS</b>	
Software Total	\$60,223.49
Subtotal	\$60,223.49
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
<b>Total Price</b>	<b>\$60,223.49</b>

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.  
 Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.  
 Prices are subject to change if new tariffs or duties are enacted after the date of this quote.  
 Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.  
 Products may only be returned in accordance with the original manufacturer's RMA policy.  
 Items returned after 30 days of receipt may not be returnable due to vendor restrictions.  
 All delivery dates are approximate and not guaranteed.  
 Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.  
 Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.



### Sales Quotation

Quote # 7148725.2  
 Quote Date JAN-21-2025  
 Expiration Date FEB-20-2025  
 Quote Name CofSB Juniper Paragon 5 Years

### Submitted By

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### Submitted To

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 Christian Garcia  
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### Issue PO To

World Wide Technology, LLC.  
 1 World Wide Way  
 Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	ITEM CLASS	QTY	LEAD TIME	CUST. PRICE	EXT. PRICE
<b>5 Years</b>							
1	S-PA-ORCH-400-S-5	JUNIPER NETWORKS INC	Software	4	CALL	\$1,050.41	\$4,201.64
	<b>Description:</b> SW,PARAGON,ORCH,400G,W/SVC CS,5Y						
2	S-PA-ASSR-400-S-5	JUNIPER NETWORKS INC	Software	4	CALL	\$840.32	\$3,361.28
	<b>Description:</b> SW,PARAGON,ASSR,400G,W/SVC CS,5Y						
							<b>SUBTOTAL : \$7,562.92</b>

### TOTALS

Software Total	\$7,562.92
Subtotal	\$7,562.92
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
<b>Total Price</b>	<b>\$7,562.92</b>

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Prices are subject to change if new tariffs or duties are enacted after the date of this quote.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

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Payment terms are net 30, unless otherwise agreed to by both parties in writing.

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State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Compensation Upon Completion**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$823,904.71.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- C. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any third party claims of negligence or willful misconduct of CONTRACTOR or its employees and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### LIMITATION OF LIABILITY

OTHER THAN ANY OBLIGATION TO INDEMNIFY, In no event shall CONTRACTOR's aggregate liability to COUNTY under this Contract or in any Statement of Work or Purchase Order issued hereunder exceed THREE TIMES the total amount paid by COUNTY to CONTRACTOR for the products or services giving rise to the claim. SUBJECT TO THE FOREGOING LIMITATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANY PERSON FOR LOST BUSINESS OR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY promptly in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, or employees.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and 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.  
**(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Professional Liability** (Errors and Omissions) including Network Security and Privacy Liability Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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.

5. **Reserved.**

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to 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 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims arising directly out of the activities performed by or behalf of the CONTRACTOR related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of right to subrogation which insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain or provide evidence of a blanket endorsement that may be necessary to effect 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.
5. **Reserved.**
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements 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 CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is

a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

**9. Reserved.**

**10. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided upon request by COUNTY for at least three (3) years after completion of contract work.
- iii. 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 contract work.

**11. Reserved.**

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.