



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Mountain Data Group		
Purchase Order Number:			
Agency/Department Name:	Office of the County Executive	Department Number:	0107
Brief Description of Services	Plan and execute study of existing data between leaded fuel emissions and blood lead level in children residing within the 5 to 10 kilometer radius of County-owned airports.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed:	\$250,000
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Term of Agreement

Start Date:	End Date: 6/30/2020
Note: When left blank, start date will be the date executed by Authorized County Representative.	

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code - optional)
Line 1	Select	0107	525500	1107	250,000		
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

Approved: 02/11/2020



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SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Mountain Data Group				
Contact Person:	Dr. Sammy Zahran				
Street Address*:	115 North College Avenue, Suite #220				
City*:	Fort Collins	State:	CO	Zip:	80524
Telephone Number*:	(970) 744-1999				
Email Address*:	szahran@mountaindatagroup.com				
SCC Vendor Number: (As Assigned in SAP)					

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Office of the County Executive				
Program Manager/Contract Monitor Name:	Sylvia Gallegos, Deputy County Executive				
Street Address:	70 W. Hedding Street, 11th Floor				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(408) 299-5106				
Fiscal Contact: (Accounts Payable Contact)	Yuman Sun, Sr. Accountant				
Contract Preparer:	Kyle Larson, Sr. Management Analyst				



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SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager:	DocuSigned by: 5A88A4DA83DF41D...	Date:	1/30/2020
County Agency/Department Fiscal Officer:	DocuSigned by: <i>Fran Palacios</i> 1A8338202DD44A9...	Date:	1/30/2020
County Counsel Approval as to Form and Legality	DocuSigned by: <i>Arnulfo Medina</i> FE1E2B2CC4FF4CC...	Date:	1/30/2020
<i>(Signature required on all contracts before execution by Contractor and County Authorized Representative)</i>			
Contractor:	DocuSigned by: <i>Dr. Sammy Zakaran</i> 10FD189422984B3...	Date:	1/30/2020
County Authorized Representative:	CINDY CHAVEZ (Procurement Department, President, Board of Supervisors, or Delegated Authority)	Date:	FEB 1 1 2020
Office of the County Executive:		Date:	
<i>(Signature required when Board approved contract by a delegation of authority)</i>			
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Megan Doyle Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	FEB 1 1 2020



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SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor’s eligibility for Medicare and Social Security, Public Employees’ Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor’s responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, select YES from the dropdown.	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— answer YES . When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— answer NO .	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select “No” from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) Enter below the business license number and the city/entity where issued.	No
Bus. License #: N/A Issued by:	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer “NO” to this question. Be sure this answer matches the contract payment schedule in Section V.	Yes
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No
If <u>at least 5</u> of the above questions were answered “ <u>NO</u> ”, Contractor is an Independent Contractor .	<input checked="" type="checkbox"/>
If <u>5 or more</u> of the above questions were answered “ <u>YES</u> ”, Contractor is a Dependent Contractor , where the relationship resembles that of employer/employee. Tax withholding is <u>required</u> , and benefits are provided. Complete and attach the following forms: Employee’s Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements <u>do not apply</u> to Dependent Contractors.	<input type="checkbox"/>

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor’s tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor’s Initials:		Dept. Fiscal Officer’s Signature:	
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SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or See Attachment: A Incorporated by this reference.



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

C. PERFORMANCE STANDARDS

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Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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D. PAYMENT SCHEDULE

Is contractor a Community Based Organization (CBO)?

Yes

No

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

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Or	<input checked="" type="checkbox"/>	See Attachment:	A	Incorporated by this reference.
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**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

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

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

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

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

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

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

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

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

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

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

L. FOOD AND BEVERAGES STANDARDS

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

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

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

M. CONTRACTING PRINCIPLES

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

N. CALIFORNIA PUBLIC RECORDS ACT

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

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. THIRD PARTY BENEFICIARIES

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

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



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S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

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

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS - Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

<input type="checkbox"/>	2.25% 10 Net 45 (provides 35 days of cash acceleration)
<input type="checkbox"/>	2.00% 15 Net 45 (provides 30 days of cash acceleration)
<input type="checkbox"/>	1.75% 20 Net 45 (provides 25 days of cash acceleration)
<input type="checkbox"/>	1.33% 25 Net 45 (provides 20 days of cash acceleration)
<input type="checkbox"/>	1.00% 30 Net 45 (provides 15 days of cash acceleration)
<input checked="" type="checkbox"/>	Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

U. CONTRACT EXECUTION

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

V. LIVING WAGE (IF APPLICABLE)

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

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

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

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County’s insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

<input checked="" type="checkbox"/>	The following standard insurance and indemnification language is attached and incorporated into this agreement:
	Insurance Exhibit Name: B-2
<input type="checkbox"/>	Modification or Waiver Attached (if appropriate)



**COUNTY OF SANTA CLARA
SERVICE AGREEMENT**

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<p>Workers Compensation: Does the contractor have employees?</p> <p>If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</p>	Yes
<p>Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.</p>	No
<p>Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself?</p> <p>If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.</p>	No
<p>Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself?</p> <p>If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</p>	No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

<input type="checkbox"/>	<p>A. Federal Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>
<input type="checkbox"/>	<p>B. State Required Language Attached Only add special language if services included in the contract require language different from or in addition to that in Section VI.</p> <p>Exhibit Name:</p>

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

- 1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
- 2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

<input checked="" type="checkbox"/>	<p>Exhibit Name (s)</p>	Attachment A - Scope of Work
		Exhibit B-2 - Insurance Requirements for Standard Contracts Above \$100,000

The Exhibits named above are attached and incorporated by this reference.

ATTACHMENT A: SCOPE OF WORK

I. PURPOSE/BACKGROUND

This Agreement between the County of Santa Clara (“County”) and Mountain Data Group (“Contractor”) is for services related to the planning and execution of a study of existing data to establish whether there is a significant relationship between leaded fuel emissions and blood lead levels in children residing within the study areas. The result of the study shall be used to inform further decisions on the study of leaded fuel emissions originating from County-owned airports.

II. PROJECT REQUIREMENTS

1. Specifications

- 1.1 The scope of work for this Agreement includes working with County Departments, including but not limited to the Office of the County Executive, Roads and Airports Department, the Public Health Department, and designated persons.
- 1.2 Contractor shall provide professional services for the development and execution of the study as herein described.
- 1.3 The study shall consist of the review and analysis of data on blood lead levels in children residing within a ten (10) kilometer radius of County-owned airports, including Reid-Hillview and San Martin Airports (“Study Areas”), piston engine aircraft activity at County-owned airports, and weather data for the study period (collectively, “Source Data”), to establish whether there is a significant relationship between leaded fuel emissions and blood lead levels in children residing within the Study Areas.
- 1.4 County shall work with Contractor to obtain from the California Department of Public Health all Source Data, as allowed pursuant to Health and Safety Code Section 124130, and pursuant to the County Health Officer’s authority under Health and Safety Code Sections 101000, 101025, and Title XVII of the California Code of Regulations, the contract between the County of Santa Clara and the California Department of Public Health, and the three-party Data Use Agreement between the County of Santa Clara, the California Department of Public Health, and Contractor, for the purposes of this Agreement.
- 1.5 Contractor shall account for the distribution of leaded emissions, and include appropriate controls for alternate sources of lead exposure.

2. Deliverables

- 2.1 Contractor shall provide to County a comprehensive proposal for the design of the study (“Design Proposal”) within thirty (30) days of the execution of this Agreement.

- 2.1.1 The County may submit Contractor's Design Proposal to one or more independent third parties for peer review and evaluation of Contractor's proposed methodology.
- 2.1.2 The period for review and evaluation by one or more independent third parties of Contractor's Design Proposal shall not exceed thirty (30) days from the date of receipt by the County.
- 2.2 Contractor shall provide preliminary findings to County in the form of a written report.
 - 2.2.1 Contractor's preliminary written report shall include a determination of whether the Source Data indicates that there is a correlation between lead emissions originating from aircraft activity at County-owned airports and blood lead levels in children residing in the Study Areas, and whether such a determination warrants (or does not warrant) further study.
 - 2.2.2 The County may submit Contractor's preliminary findings to an independent third party for peer review and evaluation.
 - 2.2.3 The period for review and evaluation by one or more independent third parties of Contractor's preliminary findings shall not exceed sixty (60) days from the date of receipt by County.
- 2.3 Contractor shall provide final conclusions to County in the form of a written report.
 - 2.3.1 Contractor's final report shall include an assessment of any correlation between lead emissions originating from aircraft activity at County-owned airports and blood lead levels in children residing in the Study Areas.
 - 2.3.2 Contractor's final report shall include Contractor's recommendation as to whether further study is necessary.
 - 2.3.3 The County may submit Contractor's final report to one or more independent third parties for peer review and evaluation.
 - 2.3.4 The period for review and evaluation by one or more independent third parties of Contractor's final report shall not exceed thirty (30) days from the date of receipt by the County.
- 2.4 Contractor shall be required to present the final report in person (and respond to questions related to the report) at one public meeting of the Board of Supervisors, and at one community meeting in or near the study areas.

3. Additional Services

- 3.1 Contractor shall provide additional services upon request and approval by the County and the Contractor within a separate additional services budget to be mutually agreed upon, which may include, but are not limited to:
 - 3.1.1 Preparation of additional analysis or written products, as mutually agreed upon.

- 3.1.2 Preparation of additional advisory services, as mutually agreed upon.
- 3.1.3 Preparation of presentations for and/or participation in additional meetings beyond those described above.
- 3.1.4 Review and advisement on other related issues and/or documents as needed.

III. TIMELINE

The final schedule for work products shall be established during the initial meeting between the Contractor and County staff. The work program and budget for this project assumes completion of all work by June 30, 2020.

1. Phase One

- 1.1 Contractor shall coordinate with County staff to develop a work plan that includes the deliverables described herein.
- 1.2 Contractor shall compile and examine Source Data provided by the California Department of Public Health. Contractor shall provide written documentation to County staff on preliminary findings and obtain feedback from County.
- 1.3 Contractor shall identify alternate source points of lead and introduce appropriate controls for data analysis.
- 1.4 Contractor shall develop and deliver a report on preliminary findings to County.

2. Phase Two

- 2.1 Contractor shall refine data analysis.
- 2.2 Contractor shall develop conclusions on any relationship between leaded fuel emissions and blood lead levels in children.
- 2.3 Contractor shall develop and deliver a report on conclusions to County.

IV. OUTCOME MEASUREMENTS

- 1. Each phase shall be concluded with a memorandum that documents activities and output produced during that phase.
- 2. Upon delivery of each Phase-End memorandum, the County shall have seven (7) days from receipt to offer feedback and request changes. Contractor shall provide revised deliverables within five (5) business days. The County shall then have a further seven (7) days to make further requests for revision, and where no such further request is made the deliverables shall be considered acceptable to allow work to shift to the next Phase.
- 3. The final product for the contract shall be a written report created by the Contractor. The County shall have two (2) weeks from the conclusion of review and evaluation of the

report by all independent third parties as may be assigned under clause 2.2.2 of Section II of this Agreement entitled “Project Requirements,” above, to offer feedback and request changes to the report. The County shall not request changes to the report that would materially alter or misrepresent the Contractor’s findings.

4. The Contractor shall present in person its findings to the Board of Supervisors and at community meetings in or near study areas.
5. The Contractor shall provide a monthly status update to the County, via the assigned point person, about the state of the project to ensure a shared understanding of challenges, if any, that may hinder completion of the deliverables including staff attrition, slow response rates, or any other obstacles to timely completion of set goals.

V. OTHER PROGRAM REQUIREMENTS

To ensure the timely completion of this scope of work within the articulated budget, the County and the Contractor agree to the following:

1. The County point person and decision maker for the management of the project is Deputy County Executive Sylvia Gallegos. She will direct the work, including ensuring managers of relevant County departments and agencies work with the Contractor to complete tasks and projects, where necessary. County may designate a replacement point person (or interim point person) as necessary by providing notice to the Contractor of the change.
2. For the project scope and timeline to be maintained, the County shall provide the active involvement of County staff through email communication and in-person or phone meetings, where appropriate.
3. The County point person shall ensure reasonable and timely access to relevant project materials, coordinate scheduling, and provide information needed to sustain the process.
4. The County and Contractor shall respond to email communications and requests for review and approval of work within two (2) business days, unless otherwise specified and previously agreed.

VI. PAYMENT SCHEDULE

1. Compensation paid under this Agreement shall not exceed \$250,000.
2. Contractor shall be compensated at the following rates:

Senior Academic	\$150.00 per hour.
Junior Academic	\$75.00 per hour.

In accordance with section 2.4 of this Agreement, \$1,000 shall be payable by the County to the Contractor for each instance that the Senior Academic travels from out-of-state to Santa Clara County to make in-person presentations of the Contractor’s findings at the request of the County.

3. Contractor shall submit a detailed invoice each month by the fifth (5th) day of the month for work completed the previous month.
4. Payment shall be made within forty-five (45) days of receipt and approval by County of an itemized invoice, including a detailed narrative of work completed sufficient to support the amount being invoiced, and any requested supporting documentation. County reserves the right to require Contractor to supplement narratives County deems insufficient to support the amount being invoiced. At a minimum, the invoice shall contain:
 - 4.1 The total hours delivered that month;
 - 4.2 The project component for which the work was done (Phase I, Phase II, or Project Management work);
 - 4.3 Activities performed (e.g., meeting with County staff, delivering a presentation, submission of memos, etc.);
 - 4.4 Documentation of which deliverables were being addressed through the work completed during the month;
 - 4.5 A clear description of work product generated during that month, if any.
5. The County has the authority to make minor budget adjustments that (1) do not increase nor decrease the total amount of this Agreement and (2) do not alter the Scope of Work. Minor budget adjustments must not exceed 40 percent of the total amount for this Agreement and must be approved by the Contractor, the County Agency/Department Manager (Contract Monitor) and the County Agency/Department Fiscal Officer. The budget adjustment must be submitted on a budget template, or in Microsoft Excel format, and must be signed by all approvers.
6. All payments shall be made pursuant to review and approval of Contractor invoice by the County Contract Monitor, who will notify Contractor of approval status within three (3) business days of receiving the invoice.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

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

Insurance

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

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

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

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

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

D. Insurance Required

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

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

2. General liability coverage shall include:

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

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

Additional Insured Endorsement, which shall read:

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

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

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

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

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

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

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

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

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