



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12662

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Contracts/Purchasing Officer on behalf of the Director of Information Technology to execute a non-standard Agreement with Accuvant, Inc., for consulting services and training to migrate the County's existing system to a next generation system in the sum of \$42,100 for the term of March 31, 2015 to September 31, 2015;
- b. Accepted the non-standard language as recommended by the Director of Information Technology; and
- c. Authorized the Contracts Purchasing Officer to issue purchase orders on an as-needed basis as recommended by the Director of Information Technology.

PASSED AND ADOPTED on this 24th day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on March 24, 2015.

Dated: March 24, 2015
File ID: A 15-048

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: A 15-048

March 24, 2015

Introduced: 3/9/2015

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer on behalf of the Director of Information Technology to execute a non-standard Agreement with Accuvant, Inc., for consulting services and training to migrate the County's existing system to a next generation system in the sum of \$42, 100 for the term of March 31, 2015 to September 31, 2015;
- b. Accept the non-standard language as recommended by the Director of Information Technology; and
- c. Authorize the Contracts Purchasing Officer to issue purchase orders on an as-needed basis as recommended by the Director of Information Technology.

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer, on behalf of the Director of Information Technology, to execute a non-standard Agreement with Accuvant, Inc., for consulting services and training to migrate the County's existing system to a next generation system in the sum of \$42,100 for the term of March 31, 2015 to September 31, 2015;
- b. Accept the non-standard language as recommended by the Director of Information Technology; and
- c. Authorize the Contracts/Purchasing Officer to issue purchase orders on an as-needed basis as recommended by the Director of Information Technology.

SUMMARY

It is requested that the Board of Supervisors authorize the Contracts/Purchasing Officer to sign a non-standard Agreement with Accuvant, Inc., to provide consulting services and training as recommended by the Director of Information Technology.

DISCUSSION:

The County's current aged system is in need of replacement. The current system can result in bottlenecks which prevents County users from using the County network effectively. In addition, Cloud based computing places additional requirements and demands for an efficient network. Introduction of the new system will help deliver a user-friendly, high performance network to County users. In addition, this upgrade is part of the Capital Improvement Plan (CIP) established by Information Technology Department (ITD) and as such has a high priority with regard to budget and identified needs to replace aging equipment.

The proposed agreement does contain non-standard language which is not standard to the County, but standard in the industry, and poses minimal liability as recommended by the Director of Information Technology.

OTHER AGENCY INVOLVEMENT:

County Counsel and Risk Management have reviewed the Agreement and cannot approve due to non-standard terms. They include wavier of warranties, wavier of intellectual property claims, limitations on damages, and alternate royalty and invention provisions.

FINANCING:

As this requested expense is part of the approved ITD CIP for current year, the funds for payment of this agreement have been included in the FY 14-15 Recommended Budget for the Information Technology Department, 1930, Unit 8436, Appropriation unit INF002. As ITD receives no General Fund contribution, reimbursement of expenditure will come from customers benefitting from this project. Customer departments have those funds built into their respective FY 2014-15 budgets as well. Any additional funding requirements over and above customer funding will be pulled from Workers Compensation Internal Service Fund per Board authorization on July 22, 2014.

Prepared by: Elizabeth Crooke, Management Analyst III, 755-5108

Approved by:



Dianah Neff, Director of Information Technology, 759-6923

Attachments:

- a. County of Monterey Standard Agreement
- b. Exhibit A Scope of Services/Payment Provisions
- c. Exhibit B Modifications to County of Monterey Standard Agreement
- d. Signed Board Order for Resolution No. 14-230

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Accuvant, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide consulting services to migrate existing firewall systems to a pair of Palo Alto Network (PAN) PA 5050 appliances. Training to be provided to ITD staff to allow for support and maintenance from ITD on the new appliances.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 42,100.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from March 31, 2015 to September 31, 2015, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- Exhibit A** **Scope of Services/Payment Provisions**
Exhibit B **Modifications to County of Monterey Standard Agreement**

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (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 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 is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

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

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<hr/> <p style="text-align: center;">Alex Zheng, Division Manager</p> <hr/> <p style="text-align: center;">Name and Title</p>	<hr/> <p style="text-align: center;">Attn: Legal Department</p> <hr/> <p style="text-align: center;">Name and Title</p>
<p style="text-align: center;">County of Monterey, Information Technology Dept. 1590 Moffett Street Salinas, Ca 93905</p> <hr/> <p style="text-align: center;">Address</p>	<p style="text-align: center;">Accuvant, Inc. 1125 17th Street, Suite 1700 Denver, CO 80202</p> <hr/> <p style="text-align: center;">Address</p>
<p style="text-align: center;">831-755-6991</p> <hr/> <p style="text-align: center;">Phone</p>	<p style="text-align: center;">Tel: (303)298-0600/Fax: (303) 298-0868</p> <hr/> <p style="text-align: center;">Phone</p>

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

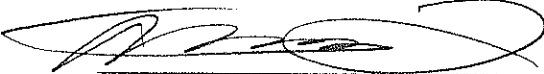
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16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

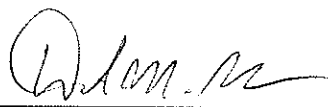
CONTRACTOR

By: 
Contracts/Purchasing Officer

Accuvant, Inc.
Contractor's Business Name*

Date: 4-13-15

By: _____
Department Head (if applicable)

By: 
(Signature of Chair, President, or Vice-President)*

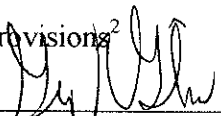
Date: _____

Approved as to Form¹
By: 
County Counsel

David M. Proskal, SVP, Operations
Name and Title

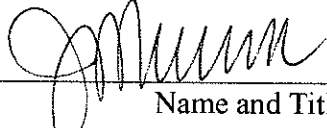
Date: April 8, 2015

Date: 03/09/15 15 03/09/15

Approved as to Fiscal Provisions²
By: 
Auditor/Controller

By: Jennifer C. Devar, Assistant Secretary
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Date: 4-10-15


Name and Title

Date: 03/09/15 15 03/09/15

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required
²Approval by Auditor/Controller is required
³Approval by Risk Management is required only if changes are made in sections 7 or 8

**EXHIBIT A
SCOPE OF SERVICES/PAYMENT PROVISIONS**

I. Service Delivery Site

The service delivery site will be the Monterey County Information Technology Department, 1590 Moffett St, Salinas, California 93905.

II. Scope of Services

This scope of work is divided into three (3) phases.

Phase I

Contractor shall provide consulting services to assist with the implementation, configuration and optimization of the Palo Alto 5050 appliances. Contractor may utilize a subcontractor to perform services covered under this Agreement only if (1) the County has been notified in advance of the identity of the suggested subcontractor and the services the subcontractor will perform and (2) the County agrees to performance of the specified services by the subcontractor in question in writing. Detailed scope of deliverables listed below:

Task	Description	Onsite?
Pre Engagement		
Planning & Environment Review	Validate provided design to ensure it meets the project objectives. <ul style="list-style-type: none"> • Perform a high-level review of the network environments in order to ensure that the planned placement of security devices will provide the required functionality. • Understand where traffic is flowing and ensure proper visibility into the contents of communications in these environments. 	Remote
Kick-off Call	Introduce the project team, review project objectives and strategy, and confirm the project plan and each team member's responsibilities. <ul style="list-style-type: none"> • Introductions of team members and their role in the project. • A review of the project's success criteria. • A detailed walkthrough of the project plan, assigning dates and times of deliverables, status reporting requirements, and any change control impacts. • Confirming that the Contractor understands its point(s) of contact and has all of the necessary materials and access to begin its work. 	Remote

Planning Phase		
Review Architecture and Network Diagram	Review current network diagram as related to the firewall's intended deployment. Ensure the purchased equipment meets the specifications and requirements of the provided architecture.	Remote
Review existing firewall rules/policies	Review the existing firewall rule set to prepare the policy that will be migrated or recreated on the new platform.	Remote
Identify IP addressing Scheme	Identify and document IP addresses, subnet masks and routing configurations for each firewall hardware and virtual interface.	Remote
Develop NAT configuration	Identify and document address translation configurations for hardware interfaces that will require NAT rules.	Remote
Develop Application Layer Filter configuration	Develop the application layer filtering configuration to be applied based on security policy and defined requirements.	Remote
Develop user profile configuration	Create the user profile scheme to be applied to the new deployment.	Remote
Configuration Phase		
Configure firewall policy	Apply the firewall rules based on the previously deployed system or newly created policy. The base firewall rule set will be configured based on Vendor, Industry and Contractor's standards and best practices.	Onsite
Configure NAT rules	Apply the developed NAT configuration to the specified interfaces.	Onsite
Configure application layer filtering	Apply the application layer filtering configuration.	Onsite
Configure device logging	Configure logging for the firewalls on the management console and external logging system as specified by the client.	Onsite
Deployment Phase		
Work with client Change Control	Initiate applicable change control procedures to permit installation of the software, hardware and configuration of devices.	Remote
Move firewalls into production	Activate the new firewalls in the production environment.	Onsite
Testing Phase		
Basic device config testing	Test the basic functionality and connectivity of all deployed devices.	Remote
Enforcement rule testing	Route test traffic through the new environment and test the various rules to ensure they are functioning as designed.	Remote
Translation rule testing	Ensure traffic passing between networks is translated to the IP address scheme in the developed NAT configuration.	Remote

User testing	Test user authentication for administration and remote access.	Remote
External logging testing	Ensure logs are being recorded and stored to the appropriate systems based on the developed logging configuration.	Remote
Failover testing	Test the failover of HA firewall enforcement points.	Remote
Closeout Phase		
Knowledge Transfer Session	<p>Ensure that client personnel have the necessary skills to support and maintain the security solution going forward.</p> <p>Contractor will conduct an informal knowledge transfer session on utilizing the system to increase proficiency and ensure maximum results are achieved.</p>	Onsite
Project closeout meeting	A review of the project, accomplishments and SOW criteria completion is confirmed with the County.	Remote
Deliverable Documentation	<p>Deliverable Documentation with the sections listed below</p> <ul style="list-style-type: none"> • Project Summary – A one or two page summary of the deployment project • Design Diagram – Architectural diagram of the deployment project • Environment Overview – A listing of the key security measures in place, an overview of the systems that make up the solution, and a depiction of the network environment post deployment • Device Configurations – Appropriate screenshots and text files detailing configuration of devices • References – A list of supporting documents and where to find them, such as user guides and technical briefs 	Remote

The County shall be responsible for/ provide the following:

- Two (2) PA-5050 appliances with valid licenses for APP-ID, Threat Protection and Wildfire.
- Assign a primary point of contact to work with Contractor during this project. This contact will be responsible for helping Contractor to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide all Contractors' resources with any necessary building badges/passes, parking badges/passes and machine room badges/passes.
- Respond in a timely fashion to questions posed by Contractor regarding the project.

- Provide Contractor with documents/diagrams detailing the existing specifications including network diagrams, rack diagrams, and configurations of relevant network devices in this project.
- Provide additional documents and/or diagrams that may be needed for the project.
- Provide access to network support personnel to make necessary changes to accommodate new equipment.
- Provide a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project related efforts.
- County will be responsible for the physical installation of the appliances, provisioning them onto the network and ensuring they are on the latest system updates.
- Review deliverables (if applicable) and return to Contractor with comments within five business days of delivery or Contractor will assume acceptance of those deliverables.

Phase II

Contractor shall also provide consulting services (on a time and material basis) to assist with migrating rules from a current ISA/TMG environment onto the Palo Alto Networks (PAN) Next Generation Firewall (NGFW) environment.

- All work to be done by Contractor remotely.
- Contractor will not perform work consecutively until project completion. There will be breaks in series as the County deploys changes to each department.
- Contractor considers all County information and documentation as sensitive and confidential and will handle appropriately.
- Contractor will encourage County to participate in all appropriate aspects of the project.
- Contractor's project managers will notify County of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e. cost, timeframes, modifications, etc).
- Contractor is not responsible for providing any services or performing any tasks not specifically set forth in this SOW.
- Contractor shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing.

The County shall be responsible for/provide the following:

- Provides a single point of contact within County of Monterey's organization to help Contractor coordinate access to the required project materials and personnel
- Provides documents / diagrams detailing the existing policies, specifications and/or architecture including network diagrams, rack diagrams, and configurations of relevant devices in this project in a timely manner

- Contractor will be reliant on County staff to complete identified tasks and/or participate in interviews. County of Monterey's inability to provide this staff may affect the completion of tasks and/or deliverables.

Phase III

Contractor shall provide on line training for 6 I.T.D. staff. This training will cover installation, configuration and ongoing operations and management of the new Palo Alto Firewall. This training can take place at any time during the project.

The County and Contractor agree that Phase I will be completed within 60 days of the date of the execution of this Agreement; Phase II will be completed within 6 months of the date of the execution of this Agreement and Phase III will be completed within 6 months of the date of the execution of this Agreement.

III. Term of the Agreement

The term of this Agreement shall be from March 31, 2015 to September 31, 2015, unless sooner terminated pursuant to the terms of this agreement.

IV. Payment Provisions

Phase I – \$19,900

Phase II - \$4,200

Phase III - \$18,000

Total Cost - \$42,100

- For the services described in this Agreement within the term specified above, the maximum obligation of the County will be \$42,700. The Contractor will provide the County an invoice on a monthly basis and each invoice is due a payable with 30 days of invoice date.
- Invoices shall be mailed to:

Monterey County Information Technology
1590 Moffett Street
Salinas, Ca. 93905
Attn: Accounts Payable

If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

Exhibit B
Modifications to County of Monterey Standard Agreement

Modifications to County of Monterey Standard Agreement (Not to Exceed \$100,000) made by and between the County of Monterey, political subdivision of the State of California (hereinafter "County") and :

Accuvant, Inc., a privately-held corporation under the laws of Delaware.

1. A new Section 8.02 shall be made part of the Agreement to read as follows:

8.02 CONTRACTOR warrants that it has full right, power and authority to sell the Services to the COUNTY free and clear of all encumbrances of any kind. The COUNTY, recognizing that CONTRACTOR is not the direct supplier of the SERVICES, expressly waives any claim against CONTRACTOR based upon any infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights with respect to Services. The foregoing representations and warranties are expressly in lieu of any other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation on the part of CONTRACTOR. The County acknowledges that it has made the selection of said Services based on its own judgment and expressly disclaims any reliance upon statements made by CONTRACTOR. All Services are sold subject to the warranties and other terms, including without limitation licensing terms, if any, specified by the original service provider of the Service. CONTRACTOR will provide such warranties and other terms to the County upon request. The County agrees that CONTRACTOR will in no event be liable for special, incidental, multiple punitive or consequential damages of any kind whatsoever, and CONTRACTOR's liability under any claim made by the County shall not exceed an amount equal to one million dollars (\$1,000,000) for the Services.

2. Section 10.05 of the Agreement shall be deleted in its entirety and replaced with the following:

10.05 Royalties and Inventions. The Parties agree that with the exception of (i) any know-how, processes, techniques, concepts, methodologies, tools, data, or intellectual properties CONTRACTOR uses in performing the Services (including but not limited to assessment, gap analysis, and/or policy model related services) or in providing the Deliverables and (ii) any intellectual property owned by or licensed from third parties (Contractor IP), all Deliverables are the property of the County. The Parties agree that Contractor Intellectual Property is proprietary to Contractor (or applicable third party) and remains the exclusive property of such party. Contractor and/or third party may freely use the Contractor Intellectual Property and any other intellectual property Contractor and/or third party develops during the course of providing Services and Deliverables hereunder, subject to the confidentiality obligations hereunder and provided that

such Contractor Intellectual Property does not violate any patent, trademark, copyright, or trade secret right of County. Upon full satisfaction of all applicable fees, County shall have a royalty-free, non-exclusive, non-transferrable (except to the County's affiliates, agents and subcontractors, or third parties engaged for County's business purpose) an irrevocable license to reproduce, publish, and use and authorize other to do so, all original computer programs, writings, sound recording, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Contractor shall not publish any such material without the prior written approval of County.

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Resolution No. 14-230

Authorizing the execution of a loan agreement)
between the Monterey County Information)
Technology Department and the Monterey)
County Workers' Compensation Internal)
Service Fund.....)

WHEREAS, the Information Technology Department ("ITD") has identified critical upgrade, maintenance, and seismic improvement needs to maintain County systems (the "Project"); and

WHEREAS, ITD has prepared a 5-year implementation plan for the Project at a total cost of approximately \$11 million; and

WHEREAS, funding in the amount of approximately \$4.2 million will be needed for the implementation plan during Fiscal Year 2014-15; and

WHEREAS, funding available to ITD during Fiscal Year 2014-15 will only cover approximately \$1.2 million of the necessary amount, leaving approximately \$3 million in funding for which a source must be identified; and

WHEREAS, the County's Workers' Compensation Internal Service Fund ("ISF"), managed by the Risk Management Division of the County Counsel's Office, currently has a balance of approximately \$58.7 million; and

WHEREAS, the State Controller's "Handbook of Cost Plan Procedures for California Counties" permits an ISF to loan available funds to other county departments under specific conditions; and

WHEREAS, such a loan will be the most cost-effective vehicle to fully fund ITD's implementation plan; and

WHEREAS, the loan will meet all the State Controller's requirements; and

WHEREAS, the loan will not adversely impact the ISF's current cash requirements;
NOW, THEREFORE,

BE IT RESOLVED, by the Board of Supervisors of the County of Monterey as follows:

1. The above recitals are true and correct.
2. The County's Information Technology Department Director and the County's Risk Manager are hereby authorized and directed to execute for and on behalf of the Information Technology Department and the Workers' Compensation Internal Service Fund, respectively, a Loan Agreement, the form of which is attached hereto as Exhibit A.

PASSED AND ADOPTED upon motion of Supervisor Armenta, seconded by Supervisor Salinas and carried this 22nd day of July 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on July 22, 2014.

Dated: July 28, 2014
File Number: 14-754

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy