

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND APEX TECHNOLOGY MANAGEMENT

This agreement is entered into between the County of Tehama, through its Department of Administration, (“County”) and APEX Technology Management (“Contractor”) for the purpose of providing digital umbrella, total gold support, security training, and multi-factor authentication services.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services and support as specified in Exhibit B and comply with all software-as-a-service (SaaS) terms as outlined in Exhibit C and Exhibit D.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “B”, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$260,000.00.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all

undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of

personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1383 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

- a. If to County: County of Tehama
727 Oak Street Ste 202
Red Bluff CA 96080
- b. If to Contractor: APEX Technology Management
310 Hemsted Drive
Redding CA 96002

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific,

direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic

signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chair – Tehama County Board of Supervisors

APEX TECHNOLOGY MANAGEMENT

Date: 07/13/2026

Matthew Fristoe

Representative

The following information is required for the agreement to be approved:

Vendor Number: 112295

Budget Account Number: 1073 - 53170

Vendor/Contractor email address: jcarter@apex.com

Vendor/Contractor phone number: 530-248-1000

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



A New Charter TECHNOLOGIES Company >

310 Hemsted Drive
Suite 300
Redding, CA 96002
(530) 248-1000 phone
(530) 243-9184 fax

www.apex.com

Quote #:	APXQ33083
Date:	6/30/2026

Quotes are valid for 30 days

Tehama - TS Gold Renewal 26/27

Prepared For:

David Bliss

Tehama County Annex
444 Oak Street
Suite B
Red Bluff, CA 96080
United States
Email: dbliss@tehama.gov
Phone: (530) 527-4655

Prepared By:

Justin Carter

VCIO

jcarter@apex.com



Qty	Description	Unit Price	Ext. Price
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Monthly Recurring Services

154	Total Support Gold - Per Managed User (7/1/2026 - 6/30/2027)	\$105.78	\$16,290.12
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*Unlimited remote support for Servers, Computers, and Network.
3% increase approved.*

Digital Umbrella Backup and Disaster Recovery

154	Apex Digital Umbrella 3.0 M365/Email Cloud Backup Service (Monthly) 12 Month Cloud Retention	\$3.00	\$462.00
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Digital Umbrella Microsoft 365 Cloud Backup Service - 12 Month Cloud Retention

- Encrypted data both at rest and in transit.
- Meets PCI and HIPAA guidelines.

Backups include the following:

- One Drive
- Mailbox
- Calendar
- Contacts
- Teams
- Shared Mailboxes
- Sharepoint

Backups are retained on the following schedule:

- 3 backups per day for 30 days
- Daily backups for 90 days

Qty	Description	Unit Price	Ext. Price
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- Weekly backups for one year

1 Backup - Apex - Digital Umbrella 3.0 On-site & Cloud Backup Service - Monthly \$1,650.00 \$1,650.00



FOR BACKUP OF SERVER DATA

- Native Data: 8000 GB
- 31 Daily and 13 monthly backups on the local backup appliance AND in the cloud.
- Additional retention can be configured if required (possible additional cost)
- 12,500 GB Total Cloud Storage Space Included. Additional space is charged as needed.
- Built in compression and deduplication for performance and reduced storage needs.
- Encrypted data both at rest and in transit.
- Meets PCI and HIPAA guidelines.

Additional Baseline Security Services

154 Apex Security Awareness Training (Monthly Per User Cost) \$2.00 \$308.00

Short security awareness training emails and videos for educating your staff on Cybersecurity threats.

- These are distributed at a frequency of your choosing, but we recommend monthly. You will get reports showing the level of participation by your staff.
- An annual 45 minute video with in depth security awareness training is also included. This is also available as part of your employee onboarding. We recommend each new employee watch this as part of your onboarding process. These are tracked can be reported to show completion levels.
- Phishing email campaign (ongoing) your staff will get random emails that look legitimate, but are harmless phishing emails. If they click on a link in these emails, we get notified and work with you to ensure they receive follow up coaching and security training. This is a valuable tool to ensure employees are being careful when opening and clicking on attachments and links.

154 Multi-factor Authentication - Cisco Duo Security Standard - (MFA) - (Monthly Per User Cost) \$3.00 \$462.00



Duo MFA makes two-factor authentication easy for your users. Duo provides an easy-to-use, secure mobile authentication app for quick, push notification-based approval to verify your user's identity with their smartphone or optional U2F token support.

Recurring services to be billed upon service activation		SubTotal	\$0.00
		Tax 7.500 %	\$0.00
Monthly:	\$19,172.12	Annual:	
		TOTAL	\$0.00

Taxes, shipping, handling and other fees may apply. This quote is valid for 30 days from date of issue. Check, credit card or electronic funds transfer are acceptable payment types. Apex reserves the right to cancel orders arising from pricing or other errors.

Client Signature

Date

Exhibit C - Support Services Agreement Terms and Conditions

Operational Requirements for Support Services Agreement Terms and Conditions

Overview

This exhibit outlines the operational requirements that the Contractor must adhere to when providing support services to the County of Tehama. These requirements are designed to ensure the security, integrity, and effective management of County information systems and data.

All Contractors with remote or onsite access to the County of Tehama's Information Systems, software or hardware, must strictly adhere to these operational standards. These standards are essential for maintaining security, integrity, and effective management of County systems and data, aligning with the County IT Department's mission to deliver fiscally sound, reliable, and secure technology solutions.

Definitions

- County Data: All data, content, and information provided by the County to the Contractor under this Agreement.
- Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
- Contractor: Any third-party vendor or consultant contracted under this Agreement to support, manage, maintain, or provide services related to County IT systems or infrastructure.
- Critical Information Systems: Systems that store, process, or transmit sensitive or essential data necessary for County operations, including but not limited to public safety, finance, health, and personnel systems.

Support Services Operational Standards

1. Ownership and Protection of Data
 - 1.1. Ownership of Data:

The County retains ownership of all right, title, and interest in and to its data.
 - 1.2. The Service Provider shall not access or use County data except as required to perform obligations under this Agreement.
 - 1.3. Data Protection:

The Contractor shall implement and maintain administrative, physical, and technical safeguards that comply with industry best practices and all applicable laws and regulations to protect the security, confidentiality, and integrity of County Data and Personal Data. At a minimum, all Personal Data and non-public County Data must be encrypted at rest and in transit using FIPS 140-2 compliant cryptographic standards.
 - 1.4. Data Storage and Handling:

Any County data temporarily stored (e.g., for troubleshooting) must primarily reside in U.S.-based systems and be deleted using NIST-approved secure destruction methods after use.
2. Minimum Security Requirements
 - 2.1. Multi-Factor Authentication (MFA):

Administrative or privileged access to County systems by the Contractor's personnel or its subcontractors must be capable of being protected by Multi-Factor Authentication (MFA) as a mandatory minimum-security requirement.
 - 2.2. Encryption Standards:

Exhibit C - Support Services Agreement Terms and Conditions

If required for CJIS compliance the Contractor shall use cryptographic standards compliant with FIPS 140-2 when encrypting any County Data or Personal Data that is stored, processed, transmitted, or retained on systems owned, hosted, or controlled by the Contractor.

The Contractor acknowledges and agrees that compliance with FIPS 140-3 will be required starting September 2026.

2.3. Access Controls:

The Contractor shall implement role-based access controls (RBAC) to County systems and data. Access shall be strictly limited to authorized personnel on a need-to-know basis to perform their duties under this Agreement. The Contractor shall regularly review and audit access permissions.

2.4. Security Monitoring:

The Contractor shall maintain continuous security monitoring of its own infrastructure and services used to support the County. The Contractor shall provide the County with timely reporting (as defined by the County) of any vulnerabilities or risks identified that may impact the security of County systems or data.

2.5. Background Checks

The Contractor shall ensure that all personnel, including subcontractors, who will have administrative or privileged access to the County account, Critical Information Systems, and County Data undergo US criminal background checks prior to receiving access and periodically thereafter (as determined by the County). Individuals with convictions relevant to dishonesty, fraud, theft, or any security-related offenses shall be excluded from accessing County systems and data.

3. Security Incident Management

3.1. Security Incident Notification: The Contractor shall notify the County of any suspected or actual security breach, unauthorized access, or data loss incident affecting County systems or data immediately upon discovery, but in no event later than seventy-two (72) hours. The notification shall be made to the designated County contact(s) and include detailed information about the incident, the affected systems and data, the potential impact, and the steps being taken to investigate and mitigate the issue. This includes incidents involving any vendor-managed systems used for secure remote access, credential management, documentation, or ticketing.

3.2. Breach Responsibilities: If the Contractor, its personnel, or its subcontractors are determined to be the cause of a security breach involving County systems or data, the Contractor shall be solely responsible for all costs and expenses associated with the investigation, resolution, remediation, and notification of affected parties as required by applicable law and as reasonably directed by the County.

3.3. Legal Requests: The Contractor shall promptly notify the County upon receipt of any legal request (e.g., subpoenas, court orders) that may require access to or disclosure of County Data. The Contractor shall cooperate with the County in responding to such requests.

4. Termination of Service

4.1. Data Return and Destruction: Upon termination or expiration of this Agreement, the Contractor shall, within the timeframe specified in the Agreement or as otherwise directed by the County, securely return all County Data in a mutually agreed-upon format. The Contractor shall thereafter securely destroy any and all remaining copies of County Data in its possession or control using NIST-approved secure destruction methods and provide the County with written certification of such destruction.

Exhibit D

Backup Services Terms and Conditions

1. Definitions

- 1.1. County Data: All data, systems, files, databases, virtual machines, cloud workloads, backups, metadata, logs, and information owned by, created for, or maintained by the County, including all backup copies.
- 1.2. Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
- 1.3. Backup Services: Any service that provides backup, replication, archive, disaster recovery, immutable storage, recovery testing, monitoring, or restoration of County Data.
- 1.4. Contractor: Any third-party vendor or consultant contracted under this Agreement to support, manage, maintain, or provide Backup Services or other services related to County IT systems or infrastructure, including any subcontractors or cloud service providers, or other third parties utilized to deliver such services. The Contractor remains fully responsible for the performance and compliance of all subcontractors.
- 1.5. Recovery Point Objective (RPO): The maximum acceptable amount of data loss measured in time.
- 1.6. Recovery Time Objective (RTO): The maximum acceptable amount of time required to restore County systems following a disruption or disaster.

2. Ownership of Data

- 2.1. The County retains all right, title, and interest in and to County Data, including all backup copies.
- 2.2. Contractor acquires no ownership rights to County Data.
- 2.3. County Data shall not be sold, disclosed, mined, analyzed, or used for any purpose other than providing Backup Services under this Agreement.

3. Security Requirements

- 3.1. All County Data must be encrypted at rest and in transit.
The Contractor shall use cryptographic modules compliant with **FIPS 140-2 or FIPS 140-3**, as applicable, for the transfer or storage of County Data.
- 3.2. Multi-Factor Authentication (MFA):
Administrative or privileged access to County systems must be protected by Multi-Factor Authentication (MFA) as a minimum-security requirement.
- 3.3. Access Controls:
The Contractor shall implement role-based access controls (RBAC) and ensure that access to County Data is limited to authorized personnel only.
- 3.4. Security Monitoring
The Contractor shall maintain continuous monitoring of systems supporting the Backup Services and promptly address identified security vulnerabilities.
- 3.5. Audit Logging
The Contractor shall maintain audit logs documenting administrative access, backup operations, restore operations, configuration changes, and security-related events.

Exhibit D

4. Data Storage and Handling
 - 4.1. County Data must reside primarily in U.S.-based systems.
 - 4.2. The Contractor shall implement appropriate administrative, technical, and physical safeguards to protect County Data from unauthorized access, disclosure, alteration, destruction, or loss.
5. Security Incident Notification
 - 5.1. The Contractor shall notify the County of any actual or suspected security incident affecting County Data, Backup Services, backup infrastructure, or administrative credentials within seventy-two (72) hours of discovery and provide available details regarding the incident and planned remediation efforts.
 - 5.2. If the Contractor is responsible for a security incident affecting County Data, the Contractor shall bear all reasonable costs associated with investigation, containment, remediation, recovery, legally required notifications, and restoration of affected Backup Services.
6. Contractor Responsibilities
 - 6.1. The Contractor shall maintain current security patches on all systems used to provide Backup Services.
 - 6.2. The Contractor shall protect administrative credentials and follow industry best practices for privileged account management.
 - 6.3. The Contractor shall maintain current documentation sufficient to administer and support the Backup Services.
7. Third-Party Providers
 - 7.1. If the Contractor utilizes any subcontractor, cloud provider, or third-party in delivering Backup Services, the Contractor remains fully responsible for compliance with all requirements of this Agreement.
 - 7.2. The use of subcontractors shall not reduce or limit the Contractor's obligations to the County.
8. Service Availability
 - 8.1. The Contractor shall use commercially reasonable efforts to maintain continuous availability of Backup Services.
 - 8.2. Planned maintenance that may affect Backup Services shall be communicated to the County in advance whenever practical.
9. Compliance
 - 9.1. The Contractor shall comply with all applicable federal, state, and local laws and regulations relating to the protection of County Data.
10. Legal Requests
 - 10.1. The Contractor shall notify the County upon receipt of any legal request that may require access to County Data.
11. Termination of Service
 - 11.1. Upon termination, the Contractor shall securely return all County Data in a mutually agreed-upon format and, upon confirmation by the County that the transfer is complete, destroy any remaining copies using NIST-approved methods.

Exhibit D

- 11.2. Upon termination or expiration of this Agreement, the Contractor shall provide reasonable assistance necessary to facilitate the orderly transition of Backup Services and County Data to the County or another Contractor, minimizing disruption to County operations.

APEX GOLD AGREEMENT 2026-27

Final Audit Report

2026-07-13

Created:	2026-07-13
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