

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
Kambrian (a reseller of Keeper Security software) Quality IT Innovation**

This agreement is entered into between the County of Tehama, through its Department of Administration-Information Systems, ("County") and Kambrian (a reseller of Keeper Security software) ("Contractor") for the purpose of providing a 3-year license for Keeper Security software and support, as detailed in Exhibit "B."

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide the County, located at 727 Oak Street, Red Bluff, CA 96080, software and software support as outlined in Exhibit "B" attached hereby and incorporated in reference. In addition, Contractor will comply with all of the County's SaaS terms as part of this agreement as outlined in Exhibit "C"

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for the licensing and support services as outlined in Section 3 and 4 of this Agreement and adhere to the terms specified for software use.

3) COMPENSATION

The County shall pay Contractor a total of \$56,152.74 for the 3-year Keeper Security software license and support services. Payment shall be made in accordance with the terms set forth in Quote KAMQ22437-1, which is incorporated into this Agreement as Exhibit "B".

The Maximum Compensation payable under this Agreement shall be \$56,152.74, which includes Keeper Security software licensing and support for a period of 3 years. 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

Contractor shall issue an invoice for the full amount of the contract upon execution of this Agreement. 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 the date of signing and shall remain in effect for an initial term of three (3) years. Thereafter, the Agreement may be renewed upon mutual written agreement of both parties, unless terminated earlier in accordance with Section 6 below.

6) TERMINATION OF AGREEMENT

- a) Termination for Convenience: Either party may terminate this Agreement upon thirty (30) days' written notice. If County elects to terminate for convenience, all payments made for the 3-year license term shall be non-refundable, and the County shall retain access to the Keeper software until the end of the prepaid term.
- b) Termination for Breach or Non-Performance: If Contractor fails to fulfill its obligations under this Agreement, including failure to provide the Keeper software license or related support services as outlined in Exhibit B, the County may terminate the Agreement immediately upon written notice.
- c) Reimbursement Obligation for Contractor-Initiated Termination:
 - a. If the Contractor unilaterally terminates this Agreement for any reason, or
 - b. If the Agreement is terminated by the County due to Contractor's failure to fulfill its obligations, Contractor shall refund the County for the unused portion of the prepaid license fees on a prorated basis. The refund shall be calculated based on the number of months remaining in the 3-year license term at the time of termination. Payment shall be made to the County within thirty (30) days of termination.
- d) Immediate Refund Upon Material Breach: If the Agreement is terminated due to a material breach by the Contractor (including but not limited to failure to deliver software access or failure to maintain support services), Contractor shall issue a full refund for any period during which the County did not receive the contracted services.

The County's right to terminate this agreement may be exercised by the purchasing agent and or the County Information Systems Manager.

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 is acting as an independent vendor and not as an employee, partner, or agent of the County. Nothing in this Agreement shall be construed to create an employer-employee relationship between the parties.

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 SB1382 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 the application of California substantive law). The 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: | Tehama County Administration
Attn: Tom Provine
727 Oak Street
Red Bluff, CA 96080 |
| b. If to Contractor: | Kambrian Quality IT Innovation
346 N. Azusa Ave.
La Puente, CA 91744 |

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

Kambrian Corporation

Date: 3/3/2025

Cathy Hsieh

Cathy Hsieh

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

Contractor Number

127598
Vendor Number

Budget Account Number

cathyh@kambrian.com
Vendor/Contractor email address

626.964.4445
Vendor/Contractor phone number

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 continuous 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 deductible 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 respect to 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.



Quality IT Innovation

346 N. Azusa Ave., La Puente, California 91744
 t. 626.964.4445 f. 626.964.4447 sales@kambrian.com

QUOTE

Number KAMQ22437-1

Date Feb 12, 2025

Sold To**Tehama County**

David Bliss
 727 Oak St
 Red Bluff, CA 96080
 USA

Phone (530) 527-4655
Email dbliss@co.tehama.ca.us

Ship To**Tehama County**

David Bliss
 727 Oak St
 Red Bluff, CA 96080
 USA

Phone (530) 527-4655
Email dbliss@co.tehama.ca.us

RFQ #	Sales Rep	FOB	Valid Until	Terms	Contract Vehicle
	JasonChang	Destination	3/14/2025	Net 30	

Line	Part Number	Description	Qty	Unit Price	Ext. Price	Tax
1	KEEPER-SECURITY-FFP	Free Family Plan (w/Enterprise License) Free family plan affiliated with Keeper Enterprise license. Keeper Security, Inc. - KEEPER-SECURITY-FFP Subscription Term 3.00 (Yrs) *Billed upfront*	500	\$0.00	\$0.00	N
2	KEEPER-EPM-BUNDLE	Keeper EPM Bundle Keeper EPM Bundle containing Keeper Enterprise Base, Advanced Reporting and Alerts, BreachWatch, Compliance Reporting, 1TB Total pooled storage. Does not include Keeper Secrets Manager or Keeper Connection Manager Keeper Security, Inc. - KEEPER-EPM-BUNDLE Subscription Term 3.00 (Yrs) *Billed upfront*	500	\$103.44	\$51,720.00	N
3	Platinum-Support-Commercial	Support Platinum Plan - Commercial Support Platinum Plan Includes the following: > Unlimited Email > Unlimited Automated Chat > Unlimited Live Chat > Unlimited Phone Calls Keeper Security, Inc. - Platinum-Support-Commercial Subscription Term 3.00 (Yrs) *Billed upfront*	1	\$4,432.74	\$4,432.74	N

Line	Part Number	Description	Qty	Unit Price	Ext. Price	Tax
Unless otherwise indicated Sales Tax and Freight TBD on Ship-To address. Credit Card fee is 3.5%.				SubTotal	\$56,152.74	
				Tax/Rate 0.00 %	\$0.00	
				Shipping/Freight	\$0.00	
				Total	\$56,152.74	

Please contact me if I can be of further assistance.

UEI: MB2KUC9KA6C7

DUNS: 831603241

EIN: 27-0730446

CAGE: SP EE6

Exhibit C

SaaS Agreement Terms and Conditions

1. Definitions
 - 1.1. SaaS: As used in this Agreement, Software-as-a-Service (SaaS) is defined as the capability provided to the consumer to use the provider's applications running on a cloud infrastructure.
 - 1.2. County Data: All data, content, and information provided by the County to the Service Provider under this Agreement.
 - 1.3. Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
2. Ownership of Data
 - 2.1. The County retains ownership of all right, title, and interest in and to its data.
 - 2.2. The Service Provider shall not access or use County data except as required to perform obligations under this Agreement.
3. Data Protection
 - 3.1. The Service Provider shall implement and maintain industry-standard security measures to protect the confidentiality, integrity, and availability of County data.
 - 3.2. All personal and non-public data must be encrypted at rest and in transit.
4. Data Location
 - 4.1. All County data must be stored in data centers located within the United States.
 - 4.2. The Service Provider shall not store County data on portable devices unless used exclusively in U.S.-based data centers.
5. Security Incident Notification
 - 5.1. The Service Provider shall notify the County of any security incident or data breach immediately and provide details of the breach and mitigation steps within 24 hours.
6. Breach Responsibilities
 - 6.1. If the Service Provider is responsible for a breach, they shall bear all costs related to investigation, resolution, and notification.
7. Legal Requests
 - 7.1. The Service Provider shall notify the County upon receipt of any legal request that may require access to County data.
8. Termination of Service
 - 8.1. Upon termination, the Service Provider shall securely return all County data in a mutually agreed-upon format and destroy any remaining copies using NIST-approved methods.
9. Background Checks
 - 9.1. The Service Provider shall ensure all personnel with access to the county account and data, including subcontractors, undergo US criminal background checks and exclude individuals with convictions relevant to dishonesty or fraud.
10. Reporting
 - 10.1. The Service Provider shall provide the County with agreed-upon security reports, including **access logs and security statistics**, in the format specified in the SLA.
 - 10.2. The service provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

Exhibit C

11. Contract Audit Rights

- 11.1. The County retains the right to audit the Service Provider's compliance with this Agreement at the County's expense.

12. Compliance and Accessibility

- 12.1. The Service Provider shall comply with Section 508 of the Rehabilitation Act of 1973 for accessibility standards.

13. Business Continuity

- 13.1. The Service Provider shall provide a Business Continuity and Disaster Recovery Plan upon request and meet agreed recovery time objectives.

14. Minimum Security Requirements

14.1. **Multi-Factor Authentication (MFA):**

The Service Provider shall ensure that any publicly hosted service provided under this Agreement supports Multi-Factor Authentication (MFA) as a minimum security requirement. This includes providing MFA capabilities for all administrative access and end-user authentication where applicable.

14.2. **Encryption Standards:**

The Service Provider shall encrypt all data at rest and in transit using cryptographic standards compliant with **FIPS 140-3**, "Security Requirements for Cryptographic Modules," as defined by the National Institute of Standards and Technology (NIST). The cryptographic modules used must meet the necessary security levels to ensure the confidentiality and integrity of County data.

14.3. **Access Controls:**

The Service Provider shall implement role-based access controls (RBAC) and ensure that access to County data is limited to authorized personnel only, as defined in the SLA.

14.4. **Security Monitoring:**

The Service Provider shall maintain continuous security monitoring of its infrastructure and services and provide timely reporting of any vulnerabilities or risks that may impact the County.