

Resolution No \_\_\_\_\_

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND VECTOR AIRPORT SYSTEMS**

This Agreement is entered into this 01 day of July, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Vector Airport Systems, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

**Whereas**, it is necessary and desirable that the Contractor is retained for the purpose of providing Vantage automated aircraft identification and tracking; VNOMS intuitive noise operations and management system; PlanePass automated aircraft fee billing and collections and associated equipment; PlaneNoise integration and Smart Receipt correlation; VNOMS system licensing; Data backup and storage in accordance with Airport Privacy Policy; Annual System Operation, Processing, Monitoring and Maintenance; Initial and ongoing user training and support.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

### **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Exhibit C—Authorization to Collect Letter  
Attachment IP—Intellectual Property

### **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$265,478 for the term of July 1, 2023 to June 30, 2026, with two one-year options to extend in the amounts of \$93,855 and \$96,670, respectively. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2023, through June 30, 2026, with two one-year options to extend.

5. **Termination**

This Agreement may be terminated by Contractor or by the County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. **Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. **Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations

for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records: Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause: Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law: Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Ann M. Stillman/Public Works Director
Address:	555 County Center, 5 <sup>th</sup> floor, Redwood City, CA 94063
Telephone:	650-363-4100
Facsimile:	650-361-8220
Email:	astillman@smcgov.org

In the case of Contractor, to:

Name/Title: Tom Breen/Vice President  
Address: 280 Sunset Park Drive, Herndon, 20170  
Telephone: 781-983-1741  
Facsimile:  
Email: tomb@vector-us.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

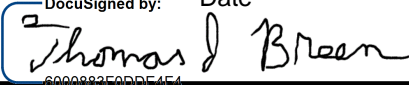
**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor:** VECTOR AIRPORT SYSTEMS

	7/11/2023	Tom Breen
Contractor Signature	DocuSigned by:  Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## EXHIBIT A - Services

### CONTRACTOR shall:

Provide an aircraft identification and flight tracking data collection system ("*Vantage* Aircraft Tracking System and Identification System"), billing and collection service ("PLANEPASS"), and noise and operations management system ("VNOMS"), and ongoing Integration and support for the Public Portal.

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the CLIENT:

- GA Landing Fees at San Carlos Airport (SQL) and Half Moon Bay Airport (HAF)
- Overnight Parking Fees at San Carlos Airport (SQL)
- Other fees implemented by CLIENT, as requested in writing to CONTRACTOR by an authorized representative of the CLIENT
  - CONTRACTOR must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
  - Other fees that require material changes to Scope of Work may require renegotiation and an amendment CONTRACTOR'S fee stated in Section 4.3 of this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **Aircraft ID & Tracking System:** Provide a system that detects certain aircraft operations at the airport to satisfy the needs of this AGREEMENT.
  - 1.1. Supply, Install, Operate, Maintain, and Troubleshoot the *Vantage* System (see proposal or technical details) to include the following components:
    - 5 aircraft ID pods – various locations around the CLIENT wireless network repeater
    - 1 wireless network repeater
    - 1 wireless access point
    - 1 server (data transport and system access) and associated network components
    - NOTE: this aircraft ID & tracking system may be augmented, upgraded, or reduced at CONTRACTOR's discretion according to their best judgement to perform the WORK. If there are changes in the operational nature of aircraft (i.e., transponder equipage changes) at the AIRPORT or the AIRPORT itself (i.e., changes in airside surfaces) beyond the control of CONTRACTOR which necessitates substantial additional systems or equipment to adequately perform the WORK, CONTRACTOR will notify AIRPORT in writing of a change in scope of WORK and provide a price quote for system augmentation to AIRPORT for their consideration.
  - 1.2. Train CLIENT personnel on proper use, maintenance and updating of *Vantage* System, including providing system and user documentation.
  - 1.3. Confirm that that aircraft data is being maximized and identify any gaps in identification coverage. Work with the AIRPORT staff to reposition pods for best possible coverage if necessary.

- 1.4. *Vantage* System is capable of photo recognition of aircraft identification numbers. NOTE that there are anomalies in aircraft tail number painting (size, contrast, reflectivity, design) that make some tail numbers impossible to recognize.
  - 1.5. *Vantage* System may use third-party flight tracking data source as a second data layer for aircraft operations.
  - 1.6. *Vantage* System identifies owner/operator of the aircraft identified. System will access the FAA's registration database and CONTRACTOR's proprietary aircraft identification database to provide supplemental data to be used to identify aircraft owner/operator.
  - 1.7. Maintain a data server node system (data and communication, server, point to multipoint wireless communication between pods and lockable rack/cabinet with 1000VA UPS battery backup) sufficient to operate the *Vantage* system. Establish reliable wireless connectivity between the Aircraft ID pods and data server nodes housed at CLIENT.
  - 1.8. CONTRACTOR's equipment warranty and maintenance provisions are limited to normal wear and tear. Damage to equipment caused by other circumstances is the responsibility of the CLIENT. Damaged equipment will be repaired by CONTRACTOR and actual costs for repair – including but not limited to materials, travel, and labor -- will be billed to the CLIENT with Net 30 terms. Examples of circumstances not covered by CONTRACTOR's equipment warranty include but are not limited to: instances generally termed Acts of God such as severe weather and flooding, collision with aircraft, collision with airport vehicles, flying objects such as from a lawnmower or snow blower/plow, vandalism, and damage caused by animals.
2. **PLANEPASS Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified. The *Vantage* System identifies billable operations, as defined by the CLIENT, and tracks exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
- 2.1. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
  - 2.2. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT's existing billing rate and policies. Produce accounting data in a standard format for import into the CLIENT's accounting system, as required. Provide electronic access to CONTRACTOR's Customer Portal in order to allow CLIENT customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by CONTRACTOR.
  - 2.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
  - 2.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
  - 2.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
  - 2.6. Enable web-based access by CLIENT staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
  - 2.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
  - 2.8. Process payments through a secure bank lockbox with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer

collected funds to the CLIENT in accordance with the CONTRACTOR service fee agreement outlined in the pricing section herein.

2.9. Provide ongoing client and user support.

3. **VNOMS:** Provide a Noise & Operations Management System (NOMS) that integrates camera data with flight track data, resulting in a web-based, searchable database of AIRPORT operations and noise events.
- 3.1. **Equipment:** Install equipment for the *Vantage* System as described in the above WORK.
  - 3.2. **Public Portal:** Maintain a publicly accessible self-service portal, allowing the public to research flight tracks, compare tracks to their address, and file noise complaints. Complaints entered through the Public Portal are tracked in the system for processing by airport staff.
  - 3.3. **Airport Portal:** Maintain a secure, web-based Airport Portal for AIRPORT personnel to view, analyze, report, and export operations and identification data. Aircraft identification and operation data will be presented graphically or in tabular form and will be correlated with flight tracks to visualize on a map.
  - 3.4. **Historical Data:** Import all available historic flight track data and complaint data into the VNOMS system.
  - 3.5. **Training:** Train AIRPORT personnel on proper use, maintenance and updating of VNOMS, including providing system and user documentation.

**CLIENT shall:**

**1. CLIENT Obligations:**

- 1.1. **CLIENT Obligations - General:** CLIENT shall be obligated to use its best efforts to perform or provide the following:
- 1.1.1. **Provide Information:** CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
  - 1.1.2. **Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.
  - 1.1.3. **Timely Response:** CLIENT shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to CLIENT for review by CONTRACTOR and respond as necessary within a reasonable time.
- 1.2. **CLIENT Obligations - Systems:** CLIENT shall be obligated to use its best efforts to perform or provide the following:
- 1.2.1. **Access:** AIRPORT shall facilitate access to the areas agreed to by AIRPORT and needed by CONTRACTOR to perform work (installation, testing, repairs, adjustments) including but not limited to server rooms, roof tops, and agreed-upon airfield equipment locations. AIRPORT shall provide escorts if required with the understanding that some of the work must be performed in darkness (either late night or early morning) and that the exact schedule and

amount of hours can vary depending on the complexity of the work, weather, and other factors beyond the control of the CONTRACTOR.

- 1.2.2. **Server location:** AIRPORT shall provide and maintain suitable location to accommodate the CONTRACTOR network server and omni antenna. The location of the server must continue to be secured, air-conditioned, have reliable AC power, and be within reasonable proximity or connection (i.e. LAN no longer than 150 ft.) to the Access Point omni antenna, located on the rooftop of the same building with line-of-sight to all airfield-based Aircraft ID Pods.
- 1.2.3. **AIRPORT Internet Connection:** AIRPORT will provide an internet connection, at AIRPORT's expense, to facilitate outbound and inbound connection to the CONTRACTOR Server by the CONTRACTOR Tech Team. The connection must allow remote access to the CONTRACTOR Server via LogMeIn. Internet connection must be located near (within 150 ft.) the CONTRACTOR Server and have download and upload speeds of at least 5Mbps, but faster is preferred.
- 1.2.4. **Wireless Access Point location:** AIRPORT shall maintain suitable location to accommodate a wireless access point antenna. The location will likely be on the rooftop of the building housing the server with line-of-sight to all airfield-based Aircraft ID Pods.
- 1.2.5. **Equipment Locations:** AIRPORT will work with CONTRACTOR to determine locations that best fit guidelines and restrictions with respect to the installation and operation of any equipment at the Airport required for CONTRACTOR's providing of services (i.e., locating equipment outside RSAs). Ultimate responsibility for equipment locations and obtaining any required permissions is borne by the AIRPORT.
- 1.2.6. **Shipments:** Airport shall receive system equipment shipments and store in a secure location out of weather until CONTRACTOR installation team arrives. Airport will transport equipment to the CONTRACTOR workspace on-airport (see below).
- 1.2.7. **Workspace:** Airport shall provide a workspace for CONTRACTOR to assemble and test equipment prior to deployment on the airfield. Location should be out of weather and accessible by CONTRACTOR vehicles.
- 1.2.8. **Maintenance:** CLIENT shall perform "Level 1 Equipment Maintenance" and "Level 1 Troubleshooting/Repair".

Level 1 Equipment Maintenance is defined as the basic, non-technical maintenance required of most common types of airfield equipment including:

- Grass/weed cutting to allow equipment function and removal of animal and insect habitat, and any obstruction of solar panels. CLIENT must exercise caution when cutting grass near the pods to avoid contact.
- Occasional (once per quarter, or after major weather events such as hurricanes/tornados) cursory visual inspections for signs of excessive physical wear or damage, and reporting of same to [techteam@vector-us.com](mailto:techteam@vector-us.com)
- Avoid piling snow in front of or on equipment and carefully brushing lingering snow off the solar panels when required.

- Reasonable measures to avoid damaging equipment during construction or other field maintenance (i.e., mowing, tree cutting, grading, snow removal, repaving, etc.).

Level 1 Troubleshooting/Repair is defined as:

- Helping CONTRACTOR team diagnose problems (usually based on automated equipment alerts from CONTRACTOR's system) by visiting equipment site(s) with a cell phone and making visual observations at the guidance of the live Vector Tech Team.
- Minor repairs (i.e., breaker resets, duct tape to cover damage, replacement of very basic components such as batteries (most common) or solar panels (usually only in the case of damage from collision or flying objects such as rocks from mowers).

### 1.3. CLIENT Obligations - **PLANEPASS®**

- 1.3.1. **Financial Point of Contact:** CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT in the capacity of reviewing **PLANEPASS®** financial reports and interfacing with CONTRACTOR's **PLANEPASS®** team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 1.3.2. **Exemption List:** CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by CONTRACTOR. CLIENT will provide updates to the exemption list on a monthly basis via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) CLIENT shall not bill "exempt" aircraft included on the exemption list for fee types managed by CONTRACTOR. "Exempt" is understood to mean not billed by any party.
- 1.3.3. **Payments Received by CLIENT:** CLIENT shall not accept payments for fees invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an invoice generated by CONTRACTOR, CLIENT will either refund payments directly to payors or remit the funds to CONTRACTOR.
- 1.3.4. **Fee Types Managed by CONTRACTOR:** The specific aircraft operating fee types placed under CONTRACTOR's management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR's fee for professional services. If during the Term or any Option Year CLIENT wishes to remove a fee type from CONTRACTOR's management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR's service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 1.3.5. **Airport Policy:** CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR's Work in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the CLIENT. The CLIENT

is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

1.3.5.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to [datainput@vector-us.com](mailto:datainput@vector-us.com) at least sixty (60) calendar days prior to implementation.

1.3.6. **Authority to Bill & Authorization to Collect Documentation:** CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill & Collect” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

1.3.6.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the “Authority to Bill & Collect” letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

1.3.6.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.PLANEPASS.com>. The portal\* allows aircraft operators

to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

*\*The portal login is based on Vector invoice number and Vector operator ID*

## Exhibit B – Payments and Rates

<b>Annual Maintenance and Software Licensing</b>	<b>Escalation</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
SQL Base system OPM&M	3%	\$15,247	\$15,704	\$16,176	\$16,661	\$17,161
SQL VNOMS Annual License	3%	\$22,192	\$22,858	\$23,543	\$24,250	\$24,977
SQL Pod OPM&M	3%	\$13,315	\$13,714	\$14,126	\$14,550	\$14,986
SQL Third-Party Flight Track Data	3%	\$17,651	\$18,181	\$18,726	\$19,288	\$19,866
SQL PlaneNoise Feed On-going Support	3%	\$7,059	\$7,271	\$7,489	\$7,714	\$7,945
HAF VNOMS Annual License	3%	\$8,881	\$9,147	\$9,422	\$9,705	\$9,996
HAF Third-Party Flight Track Data	3%	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739
<b>Total</b>		<b>\$85,890</b>	<b>\$88,467</b>	<b>\$91,121</b>	<b>\$93,854</b>	<b>\$96,670</b>

Payment will be made within 30 days of receipt in San Carlos Airport Office of written itemized invoice identifying the Agreement Number, complete scope of work, specific work completed, location of work, and breakdown of charges.

Remit invoices to:

San Carlos Airport  
620 Airport Way Suite 10  
San Carlos, CA 94070

In any event, the total payment for services of Contractor shall not exceed \$265,478 for the term of July 1, 2023 to June 30, 2026 with two one-year options to extend in the amounts of \$93,855 and \$96,670, respectively. The County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

## EXHIBIT C – Authorization to Collect Letter

DATE

Dear San Carlos Airport Aircraft Operator,

Since 11/04/2016, Vector Airport Systems (“Vector”) has managed the billing and collection of landing and parking fees on behalf of San Carlos Airport (SQL). Vector is authorized to collect balances due on the Airport’s behalf.

San Carlos Airport (SQL) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- San Carlos Airport
Lockbox Address:	PO Box 787061 Philadelphia, PA 19178-7061
Account Number:	1960139861
Bank Name:	Wells Fargo
Bank ABA Routing Number:	051400549
International Wire Number*:	121000248
SWIFT Code	WFBIUS6S

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal:  
<https://payment.PLANEPASS.com>

II. **Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS*® Payment Portal (<https://payment.PLANEPASS.com>)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*\*The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport SQL are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office staff at [insert email] and [phone number].

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one:]

  
JOHN MARK  
CEO

**DATE**

Dear Half Moon Bay Airport Aircraft Operator,

Since 11/04/2016, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Half Moon Bay Airport (HAF). Vector is authorized to collect balances due on the Airport’s behalf.

Half Moon Bay Airport (HAF) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

IV. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Half Moon Bay Airport
Lockbox Address:	PO Box 787061 Philadelphia, PA 19178-7061
Account Number:	1960139861
Bank Name:	Wells Fargo
Bank ABA Routing Number:	051400549
International Wire Number*:	121000248
SWIFT Code	WFBIUS6S

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal:  
<https://payment.PLANEPASS.com>

V. **Billing Concerns & Account Management with Activity Details:**

Vector’s *PLANEPASS*® Payment Portal (<https://payment.PLANEPASS.com>)\* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*\*The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at [billing@vector-us.com](mailto:billing@vector-us.com) or (888) 588-0028 Option 01 or Extension 700.

- o *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

VI. **Landing fees:** Landing fees for Airport SQL are based upon **arrival/DEPARTURE** and are not an **arrival/DEPARTURE** fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s **Administration Office staff** at **[insert email]** and **[phone number]**.

Sincerely,

*[insert personalized signature – this should be your unique personalized signature like this one:]*

*Signature*  
JOHN MARK  
CEO

**Certificate Of Completion**

Envelope Id: 8DC8B2E83F6840AA9CB86FA67A579FEB

Status: Completed

Subject: Complete with DocuSign: 20230801\_a\_VectorAirportSystems.docx, Exhibit A.pdf, Exhibit B - Paymen...

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennell Manion

AutoNav: Enabled

jmanion@smcgov.org

Envelopeld Stamping: Enabled

IP Address: 64.110.48.100

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Jennell Manion

Location: DocuSign

7/10/2023 8:50:13 AM

jmanion@smcgov.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

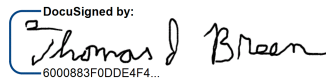
Pool: Carahsoft OBO San Mateo County - Public Works

Location: DocuSign

**Signer Events****Signature****Timestamp**

Tom Breen

tomb@vector-us.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
6000883F0DDE4F4...

Sent: 7/10/2023 9:45:58 AM

Viewed: 7/11/2023 5:33:37 AM

Signed: 7/11/2023 7:32:01 AM

Signature Adoption: Drawn on Device

Using IP Address: 73.4.44.126

**Electronic Record and Signature Disclosure:**

Accepted: 7/11/2023 5:33:37 AM

ID: 908fabab-f6ed-4d40-b40b-83903ae4315c

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Davi Howard

dhoward@smcgov.org

Airport Communications Specialist

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 7/11/2023 7:32:03 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Gretchen Kelly

gkelly@smcgov.org

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 7/11/2023 7:32:03 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Jennell Manion jmanion@smcgov.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/11/2023 7:32:04 AM Resent: 7/11/2023 7:32:06 AM Viewed: 7/11/2023 7:45:36 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2023 9:45:58 AM
Certified Delivered	Security Checked	7/11/2023 5:33:37 AM
Signing Complete	Security Checked	7/11/2023 7:32:01 AM
Completed	Security Checked	7/11/2023 7:32:04 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO San Mateo County - Public Works (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Carahsoft OBO San Mateo County - Public Works:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [wwwong@smcgov.org](mailto:wwwong@smcgov.org)

#### **To advise Carahsoft OBO San Mateo County - Public Works of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Carahsoft OBO San Mateo County - Public Works**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Carahsoft OBO San Mateo County - Public Works**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [wwwong@smcgov.org](mailto:wwwong@smcgov.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO San Mateo County - Public Works as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO San Mateo County - Public Works during the course of your relationship with Carahsoft OBO San Mateo County - Public Works.