

ATTACHMENT 3

**WRITTEN AGREEMENT TO INDEMNIFY FOR
RELEASE OF PROPRIETARY INFORMATION**

**PROPRIETARY INFORMATION AGREEMENT
BETWEEN
THE SACRAMENTO COUNTY WATER AGENCY
AND**

(CONSULTANT)

CONSULTANT, _____,
has provided the Sacramento County Water Agency (hereinafter referred to as "AGENCY") with certain information claimed by the CONSULTANT to be proprietary and/or confidential information (hereinafter referred to as "Proprietary Data"). Submittal of Proprietary Data by CONSULTANT to AGENCY is, in CONSULTANT'S opinion, necessary to fully respond to a Request for Proposal issued by AGENCY. CONSULTANT and AGECHY agree for a period of ____ years as follows:

1. The Proprietary Data is submitted to AGENCY based on the understanding that the AGENCY will not disclose such data to others outside the AGENCY, nor reproduce the contents of said Proprietary Data or provide copies thereof to others outside the AGENCY without authorization from CONSULTANT or as otherwise required by law. CONSULTANT claims proprietary/confidential rights in the contents of the Proprietary Data as a basis for preventing disclosure of the contents thereof to others.

2. The AGENCY may make such disclosure or reproduction of the Proprietary Data as is reasonably necessary or convenient to evaluate the response to the Request for Proposal and/or to provide, monitor and evaluate the services subject to the Request for Proposal.

3. Except as provided in Paragraph 2 above, if any person serves a subpoena or makes a Public Records Act request to review, or to be provided with, copies of the Proprietary Data or any part thereof, immediately upon notification thereof, CONSULTANT agrees to defend and indemnify the AGENCY and its officers, agents and employees against any action resulting from the AGENCY asserting the confidentiality of such Proprietary Data.

4. CONSULTANT shall defend, indemnify and hold harmless AGENCY, its Board of Supervisors, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, liabilities, losses, damages,

and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused by a party indemnified hereunder.

5. If CONSULTANT fails to execute this Agreement, the AGENCY, its officers, agents, and employees shall be free to grant a Public Records Act request relating to such Proprietary Data.

6. Notwithstanding this Agreement, the AGENCY reserves the right to determine, in its sole discretion, whether or not it will assert the claim of confidentiality on behalf of the CONSULTANT.

EXECUTED on this _____ day of _____, 20____, in

_____.

By: _____
CONSULTANT

Title: _____